

JOE GQABI DISTRICT MUNICIPALITY



BID NO.: JGDM2024/25-007

CONSTRUCTION OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

NAME OF BIDDER: _____

CIDB CRS NUMBER: _____

TENDERER CSD NUMBER: _____

TENDERER TCS PIN: _____

TENDER AMOUNT: _____

_____ (Including VAT, Escalation and Contingencies)

CLOSING DATE: 11 APRIL 2025

CLOSING TIME: 12H00

PREPARED BY:

JOE GQABI DISTRICT MUNICIPALITY
CNR COLE & GRAHAM STREETS
BARKLY EAST, 9786
TEL: 045 979 3000

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTENTS

Volume 1 Tender document

THE TENDER

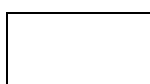
Part T1:	Tendering Procedures
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender data
Part T2:	Returnable Documents
T2.1	List of Returnable Documents
T2.2	Returnable Schedules

THE CONTRACT

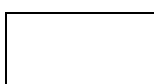
Part C1:	Agreement and Contract Data
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2:	Pricing Data
C2.1	Pricing Instructions
C2.2	Pricing Schedule of Quantities
Part C3:	Scope of work

Volume 2 – Drawings

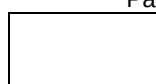
Drawings (Bound into Separate Booklet)



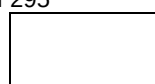
Contractor



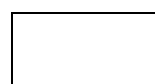
Witness 1



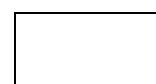
Witness 2



Employer



Witness 1



Witness 2

THE TENDER

PART T1: TENDERING PROCEDURES

- T1.1Tender Notice and Invitation to Tender
- T1.2Tender data

PART T2: RETURNABLE DOCUMENTS

- T2.1List of Returnable Documents
- T2.2Returnable Schedules

PART T1: TENDERING PROCEDURES**T1.1 TENDER NOTICE**

Tenders are hereby invited from suitably qualified and experienced Contractors for the Construction of Aliwal North Water Treatment Works Holding Dams.

BID NUMBER	NAME AND DESCRIPTION	COMPULSORY BRIEFING DETAILS	CONTRACT PERIOD& CIDB GRADING	CLOSING DATE
JGDM2024/25-007	Construction of Aliwal North Water Treatment Works Holding Dams. The project will also include development of Pre-Sedimentation Basins.	Date: 17 March 2025 Time: 11H00 Venue: Aliwal North Water Treatment works Tenderers to take note of these conditions during the Compulsory Briefing: No company or representative during the signing of the briefing register will be allowed to sign for more than one company. Roll call will be conducted before the closure of the attendance register. Attendance Register will be closed after the roll call is finished	18 Months 7CE or higher	11 April 2025 Time: 12H00 Venue: Cnr Cole & Graham Street, Barkly East, Municipal Offices

Detailed tender documents will be available online from the **Wednesday, 12th of March 2025** on the following platforms:

Bid documents will be available from the www.etenders.gov.za and the Joe Gqabi District Municipality website www.jgdm.gov.za.

Hard copies of the bid document will be made available from Joe Gqabi District Municipality SCM offices, situated at the Corner of Cole & Graham Streets, Barkly East from **Wednesday, 12th of March 2025** upon payment of a non-refundable fee of One Thousand rand (R 1000.00) for each document (either in cash, **EFT or direct bank deposit to ABSA, 2380000019**) Please quote the company name and bid number as reference. Payments must be made at the Cashier's Office, which is situated at the ground floor, Cnr Cole & Graham Streets, Barkly East between the hours of 08h00 and 15h00 prior to the collection of the bid documents. Proof of purchase must be attached to the original Tender Document.

A compulsory briefing session will be held on **Monday, 17th of March 2025**, commencing at 11:00 am in Aliwal North Water Treatment Works, Aliwal North where the Employer's representatives shall take the prospective Tenderers to the site of the works.

Tenders in sealed envelopes endorsed "TENDER NO: JGDM JGDM2024/25-007: CONSTRUCTION OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS and must be placed in the formal Tender Box situated outside the Main Building – JOE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GQABI DISTRICT MUNICIPALITY, Corner of Cole & Graham Streets, Barkly East before closing time of **12H00** on **Friday, 11th of April 2025**, when tenders will be opened in public.

EVALUATION CRITERIA

- i) Bids will be evaluated on the functionality criteria (Procurement Procedure PP2B) and bids that scores less than 65 out of 100 points will be considered non-responsive. Evaluation Criteria and Weights will be used to assess bidders who will proceed to price and specific goals evaluation.
- ii) All responses (tenders and quotations) that will not meet the required minimum threshold for local content as stipulated in the specification and or less than will be disqualified.
- iii) The bids will be evaluated on the basis on the Preferential Procurement Policy Framework Act (Act No. 5, 2000), and the regulations pertaining thereto (2022), as well as the Joe Gqabi District Municipality's Supply Chain Management Policy 80/20 preference point system will be used.

T1.1.1 Price and Specific Goals

PRICE	80
SPECIFIC GOALS	20

It must be expressly understood that the Municipality disclaims any responsibility for seeing that Tenders sent by post or delivered in any other way are lodged in the Tender Box. It is accordingly preferable for the Tenderer to personally ensure that the Tender is placed in the Tender Box by the Tenderer's own staff, or where appropriate, a courier appointed by the Tenderer.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- i) NB: No Tenders will be considered from persons in the service of the state.
- ii) The Joe Gqabi District Municipality Supply Chain Management Policy will apply. Copies available on request.
- iii) The Joe Gqabi District Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid and to award to more than one bidder.
- iv) The standard tender conditions will apply.
- v) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically will not be accepted.
- vi) All pages must be signed where necessary.
- vii) Additional annexure(s) is/are accepted only if cross referencing has been done and the page signed.
- viii) Bids submitted are to hold good for a period of 120 days after the closing date.
- ix) Bid documents must remain intact.
- x) Use of Tippex will render the bid non-responsive.
- xi) Bidders must be registered on National Treasury's Central Supplier Database (CSD).



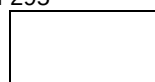
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019 of 8 August 2019 (See www.cidb.org.za).

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.

Clause Number	Tender Data
C.1.1.1	The Employer is Joe Gqabi District Municipality
C.1.2	The Tender document issued by the Employer is comprised of the following: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and Invitation to bid. T1.2 - -Tender data Part T2: Returnable Documents T2.1 - List of returnable documents T2.2 - -Returnable schedules THE CONTRACT Part C1: Agreements and Contract Data C1.1 - Form of Offer and acceptance C1.2 - Contract data Part C2: Pricing data C2.1 - Pricing Assumptions/Instructions C2.2 - Pricing Schedule Part C3: Scope of work C3.1 : Standard Specifications C3.2 : Project Specifications C3.3 : Particular Specifications Part C4: Site information C4.1 : Locality Plan ANNEXURES: A - Occupational health and safety act no. 85 of 1993 B - Environmental management plan C – Drawings (as a separate booklet)
C 1.4	The Employer's Agents is:



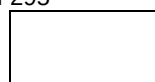
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause Number	Tender Data
	Name : Sikunye Consulting, Mr. L Ketye Address : 93 Western Avenue, Vincent 5217 Telephone : +27 (0)43 726 4389 Fax : +27 (0)43 726 4391 E-Mail : lungelo@sikunyeconsulting.co.za
C 1.4	The language of communication is English
C.1.6.2	Competitive negotiation shall not apply.
C.1.6.2.2	Not applicable
C.1.6.3.	A two stage-system will not be used.
C.2.1	Eligibility
C.2.1.1	Only those Tenderers who satisfy the following eligibility criteria and who provide the required evidence in their submissions are eligible to have their submissions evaluated: Experience in Civil Engineering Projects related to mass earthworks, water retaining structures and Bulk water/sanitation Infrastructure. A Tenderer will not be eligible to submit a tender if: (a) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (b) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. (c) The Tenderer fails to attend the compulsory site inspection; (d) The Tenderer fails to have "Form A18 Certificate of Attendance at Site Meeting" in Part T2 - Returnable Documents signed by the Employer, or his representative. (e) The minimum number of evaluation points for Quality is [65]. Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) will be eligible to have their tenders further evaluated. Only those Tenderers who are registered with the Construction Industry Development Board or are capable of being so registered within 21 working days from the closing date for submission, in a contractor grading designation of 7 CE or higher, are eligible to have their submissions evaluated. Joint ventures are eligible to have their submissions evaluated provided that: i) every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for submissions; ii) the lead partner has a contractor grading designation in the 7 CE or higher of construction work; and iii) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading.
C.2.13.4	The Tenderer is required to submit with his tender the following: i) A Tax compliance PIN issued by SARS for the Municipality or the Agent to verify the Tenderer's Tax matters ii) Company Registration Certificate iii) An original current account in terms of water & electricity or rates & taxes obtainable from any Local Municipality or a Municipal Accounts clearance or Lease Agreement which states clearly who is responsible for rates between the Landlord and tenant. iv) Preferential points companies will have to claim for specific goals. v) Confirmation of financial standing (bank rating) from the Tenderer's financial institution.



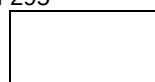
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause Number	Tender Data
	vi) ORIGINAL CERTIFIED copies of identity Documents (IDs) of all shareholders /owner (s) / partners of the bidding companies must be submitted with the bid document. vii) Workman's Compensation Certificate viii) Joint venture agreements where applicable. ix) ORIGINAL CERTIFIED copies of qualifications and professional registrations with statutory bodies. x) CIDB Certificate
C.2.13.6	A two-envelope system will not be used.
C.2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.15	The address and closing time for opening of tender offers is as stated in Section T1.1 Tender Notice and Invitation to Tender
C.2.15.1	The Employer's details and address for delivery of tender documents and identification details that are to be shown on each tender package are: Location of tender box: JOE GQABI DISTRICT MUNICIPALITY OFFICES (MAIN BUILDING) CNR. OF COLE AND GRAHAM STREETS, BARKLY EAST, 9786 Identification details: JGDM2024/25-007: ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS
C.2.16.1	The tender offer validity period is 120 days. Add the following to the clause: If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
C.2.16.3	The base Consumer Price Index (CPI) will be the month in which the tender closes. (Tender closing month)
C.2.20	Submit securities, bonds, and policies: The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.2.2.2 of this procurement document
C.3.1	The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
C.3.2	The employer shall issue addenda until 3 working days before the tender closing time
C.3.4	Tenders will be opened immediately after the closing time receipt of tenders as stated in the Tender Notice and Invitation to Tender.
C.3.11.1	The procedure for evaluation of responsive tenders is Procurement Procedure PPE2B (where Tenderer is evaluated on balance between the functionality, price, and preference)
C.3.11.2	The quality criteria and maximum score in respect of each of the criteria are as follows: The Main Contractor (MC) will be evaluated on functionality, the maximum points to be scored is 100 points and minimum 65 points : Should the MC score less than 65 points, it will be considered non- responsive and will not proceed to further evaluation. The MC will be evaluated for functionality on the following criteria and weight: NB.: Tenderers will be required to score minimum points on each criterion in order to proceed to further evaluation



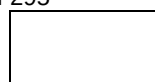
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause Number	Tender Data				
	TECHNICAL / FUNCTIONALITY POINTS (100)				
	1. Company Experience: (Experience track record) on previous contracts of a similar nature, scope, or complexity (over the last ten years):				
	Pre-qualification Description	Deliverables	Points		
			Max	Min	
	Tenderers must provide details of their previous relevant experience in projects of similar nature as detailed under scope of works.	Construction Services Experience =>5 Similar projects completed in past 10 years – 30pts 3 - 4 Similar projects competed in past 10 years – 25pts 1 - 2 Similar project completed in past 10 years – 15pts 0 Similar project completed in past 10 years – 0pts NB: Points can only be claimed upon submission of Appointment Letters together with completion certificates in order to claim full points	30	25	
	The experience of Tenderers will be evaluated as detailed under deliverables	Please file your POE appropriately for ease of Evaluation			
	2. Expertise of Key Personnel (Points will be scored on the following basis)				
	Pre-qualification Description	Deliverables	Points		
			Max	Min	
	Tenderers must provide details of their Key Personnel CVs with experience in projects of similar nature as detailed under scope of works.	2.1. 1 x Contracts Manager (Max 20 pts, Min 10 pts)		45	20
	The key personnel will be evaluated as detailed under deliverables	B-Tech/Degree in Civil Engineering, and NQF Level 5 in Labour Intensive Construction and 10 years or above Experience in the Construction Industry.		20 pts	
B-Tech/Degree in Civil Engineering, and NQF Level 5 in Labour Intensive Construction, and 7–9 years’ Experience in Construction Industry		15 pts			
B-Tech/Degree in Civil Engineering, and NQF Level 5 in Labour Intensive Construction and 4-6 years’ Experience in Construction Industry		10 pts			
2.2. 1 x Site Agents (Max 15 pts, Min 5 pts)					
National Diploma in Civil Engineering, and NQF Level 5 in Labour Intensive Construction and 10 years or above Experience in Construction Industry		15 pts			
	National Diploma in Civil Engineering and NQF Level 5 in Labour Intensive Construction and		10 pts		



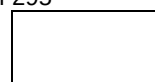
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause Number	Tender Data			
		7-9 years' Experience in Construction Industry.		
		National Diploma in Civil Engineering and NQF Level 5 in Labour Intensive Construction and 4-6 years' Experience in Construction Industry.	5 pts	
		2.3.1 x General Foreman (Max 10 pts, Min 5 pts)		
		15 years or above Experience in Construction Industry.	10 pts	
		7-14 years' Experience in Construction Industry.	5 pts	
		NB: Points can only be claimed upon submission of key personnel CVs. Certified qualifications and registrations MUST be attached. The experience of the Key Personnel must be stated clearly in the CV and experience clearly stated. Clearly designate your personnel, nor clearly designating personnel might lead to losing points. Please file your POE appropriately for ease of Evaluation		
	3. Methodology: (Max 25; Min 20)			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause Number	Tender Data				
	Construction Services: Methodology of how construction will be undertaken by the Main Contractor. Methodology should also detail how the local SMMEs will be involved during construction.				
	Pre-qualification Description	Deliverables			Points
					Max Min
	Methodology will be evaluated as detailed under deliverables.				25 20
		Scoring	Points	Comments	
		Comprehensive	25	Methodology to be project specific, address is exceptionally the main scope tasks, detailed approached in an innovative and efficient way. (Developed a preliminary programme o works/Gaunt chart with planned machinery and personnel)	
		Good	20	Methodology is specifically tailored to address the specific project objectives and methods of work.	
		Fair	10	Methodology is generic and not tailored to address the specific project objectives. Does not adequately deal with the critical characteristics of the project	
		Poor	0	Methodology is poor / unlikely to satisfy project objectives. Bidder may have misunderstood certain aspects of the scope of works.	
	Total Score for quality				100 65



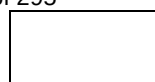
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause Number	Tender Data
C.3.13	All respondents who submit responsive submissions and: a) are registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity. b) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations or are in good standing with SARS according to the Central Supplier Database; c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect; f) have completed the Compulsory Declaration and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; g) are registered and in good standing with the compensation fund or with a licensed compensation insurer. h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the recommended bidder whether its municipal rates and taxes and municipal service charges are not in arrears. Municipal utility account invoice must be in line with the address on the CSD (not older than three months). If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in the lease agreement. j) In the opinion of the Employer can as necessarily demonstrate that they possess the necessary 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; will be invited to submit tender offers. Lack of compliance with the above listed terms will lead to immediate disqualification.
C.3.17	The number of paper copies of the signed contract to be provided by the employer is ONE



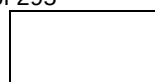
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Clause Number	Tender Data
Additional Conditions of Tender	
C.3.18	Tenderers will be considered non-responsive if, inter alia,; 1) The Tenderer does not comply with the required criteria as specified in 4.1 above; 2) The Tenderer failed to submit one Offer per tendering entity; 3) The Tenderer failed to submit additional information by the due date; 4) The Tenderer failed to complete or sign the Form of Offer bound into this tender document; 5) The tender is not completed in non-erasable ink; 6) The tender contained material qualifications or deviations that affected the scope, quality, or performance of the works, significantly changed the parties' risk and responsibilities affected the competitive position of other Tenderers if they were to be rectified
	1) Tenderers will be evaluated according to Joe Gqabi District Municipality's SCM Policy 2) The lowest, the highest or any tender will not necessarily be accepted, and the Council reserves the right to accept any tender wholly or partially or to withdraw the tender. 3) All copies of certificates submitted with the tender must be certified originals by the commissioner of Oaths. 4) Tenders which are late, incomplete, unsigned, completed in pencil, submitted by facsimile or electronically, will not be accepted. 5) Tenderers with any municipal account outstanding for more than 30 days will be rejected.
	Joe Gqabi District Municipality intends to appoint a Civil Engineering Contractor for the Construction of Aliwal North Water Treatment Works Holding Dams.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

As published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works contracts, Board Notice 426 of 2019, Government Gazette No. 42622 of 8 August 2019.

ANNEX C STANDARD CONDITIONS OF TENDER

C.1 GENERAL

C.1.1 Actions

C.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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

Note 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.

C.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.

C.1.2 Tender Documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.1.3 Interpretation

C.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.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.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 fulfil his or her duties impartially;
 - ii) an individual or Tenderer 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 Tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- 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;
- 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;

C.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.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if:-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 GENERAL

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the Tenderer who in terms of C.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.

C.1.6.2 COMPETITIVE NEGOTIATION PROCEDURE

C.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 C.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

C.1.6.2.2 All responsive Tenderers or at least a minimum of not less than three responsive Tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.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.

C.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to revise their 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.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Tenderers have been requested to submit their best and final offer.

C.1.6.3 PROPOSAL PROCEDURE USING THE TWO STAGE-SYSTEM

C.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 procurement process method of evaluation stated in the tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

C.1.6.3.2 Option 2

C.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.

C.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.

C.2 TENDERER'S OBLIGATIONS

C.2.1 Eligibility

C.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.

C.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.

C.2.2 Cost of tendering

C.2.2.1 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 comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, **General Conditions of Contract for Construction works (Third Edition (2015)) [GCC (2015)]** and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.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.

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.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 GCC (2015) identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.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 fourteen (14) days before the closing time stated in the tender data.

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

C.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 GCC (2015) identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The GCC (2015) identified in the contract data may provide for part payment in other currencies.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.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.

C.2.12 Alternative tender offers

C.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.

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

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.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 identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.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.

C.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.

C.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.

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.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.

C.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.

C.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.

C.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.

C.2.14 Information and data to be completed in all respects

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

C.2.15 Closing time

C.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.

C.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.

C.2.16 Tender offer validity

C.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.

C.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.

C.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. If the validity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a Tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.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 C.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.

C.2.18 Provide other material

C.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.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where REQUIRED.

C.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.

C.2.20 Submit securities, bonds and policies

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 GCC (2015) identified in the contract data.

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 THE EMPLOYER'S UNDERTAKINGS**C.3.1 Respond to requests from the Tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all Tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tender ingenuity (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.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until three (3) working 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 collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.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, number of points claimed for its Specific Goals and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.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.

C.3.5.2 Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.

C.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.

C.3.8 Test for responsiveness

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.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.

C.3.9 Arithmetical errors, omissions and discrepancies

C.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.

C.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 C.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.

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

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 GENERAL

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and /or certificates of insurance which the GCC(2015) identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any 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, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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.

C.3.14 Prepare contract documents

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

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

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

C.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.

C.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.

C3.19 Alpha-numeric associated with the Contractor Grading Designations**Table C(i):** Contractor grading designations and associated parameters (2021)

Contractor Grading Designation	Tender Value Range designation	Maximum Value of Contract that a Contractor is considered capable of performing (R)
2 (class of construction works)	2	1 000 000
3 (class of construction works)	3	3 000 000
4 (class of construction works)	4	6 000 000
5 (class of construction works)	5	10000 000
6 (class of construction works)	6	20 000 000
7 (class of construction works)	7	60 000 000
8 (class of construction works)	8	200 000 000
9 (class of construction works)	9	No limit

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.2 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

T1.2.2.1	Compliance with Occupational Health and Safety Act
T1.2.2.2	Eligibility with Respect to Expanded Public Works Programme
T1.2.2.3	Claims Arising after Submission of Tender
T1.2.2.4	Add the following new clause: Requests for contract documents, or parts thereof, in electronic format
T1.2.2.5	Imbalance in Tendered Rates
T1.2.2.6	Community Liaison Officer
T1.2.2.7	Labour Intensive Construction/Use of Local Labour
T1.2.2.8	Invalid Tenders
T1.2.2.9	Price Variations
T1.2.2.10	Negotiations with Preferred Tenderers
T1.2.2.11	Combating Abuse of the Supply Chain Management Policy
T1.2.2.12	UIF Payments
T1.2.2.13	Registration with Bargaining Council

T1.2.2.1 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT

The Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 as amended and the Construction Regulations 2014, issued in terms of Section 43 of the Act. The Tenderers shall be deemed to have read and fully understood the requirements of the above Act and Regulations; and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit a detailed Health and Safety Plan in respect of the Works, in order to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's Induction Training Programme for employees, Sub-Contractors and visitors to the site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules, as well as fire and emergency procedures.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Tenderers are to note that the Contractor is required to ensure that all Sub-Contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times, and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in the Contract Document); and a letter of good standing from the Compensation Commissioner (or a licensed compensation insurer), within 14 days after the Commencement Date of the contract.

All PPE provided to local labour working on the Expanded Public Works Programme shall be branded in accordance with the EPWP Cooperate Identity Manual. Typical elements which shall be branded include:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
- Protective overalls (two sets), orange in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Cooperate Identity Manual. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with Cooperate Identity Manual

THE TENDERED RATE SHALL INCLUDE FULL COMPENSATION FOR BRANDING THE PPE AS DETERMINED IN THE RISK ASSESSMENTS AND AS REQUIRED FOR FULL DURATION OF THE CONTRACT.

T1.2.2.2 ELIGIBILITY WITH RESPECT TO EXPANDED PUBLIC WORKS PROGRAMME

Only those tenderers who can demonstrate that they will 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 during the validity of the contract are eligible to submit tenders.

Tender Qualification: Labour Intensive Contracts

To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under E.P.W.P (or other similar project) and applying trained supervisory staff on a full-time basis for the execution of the works. LIC NQF Level 5.
- b) Liquid assets/or credit facilities covering the expected expenditures for two full work months
- c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment
- d) The contractor will carry out the works using labour-based work methods as described in the Special Conditions of Contract

The tenderer must submit to the Employer, 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 requirement. The contractor shall ensure that the minimum supervisor to worker ratio of **1:100** for effective supervision of Labour-intensive works for all LI activities.

T1.2.2.3 CLAIMS ARISING AFTER SUBMISSION OF TENDER

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings, or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer / Employer's Agent after the submission of any tender.

The Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings, read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data; and thoroughly acquainted himself with the nature of the Works proposed; and generally, of all matters which may influence the Contract.
- 3) visited the site of the proposed Works; carefully examined existing conditions, the means of access to the site, assessed the conditions under which the Work is to be done; acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site; and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or the Employer's Agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages; and if any are found to be missing or duplicated; or the figures or writing indistinct; or if the Pricing Data contain any obvious errors; the Tenderer must apply to the Employer / Employer's

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Agent at once to have the same rectified, as no liability will be admitted by the Employer / Employer's Agent in respect of errors in any tender due to the foregoing.

T1.2.2.4 ADD THE FOLLOWING NEW CLAUSE:

Requests for contract documents in electronic format

An electronic version of the issued tender documents will be available to the Tenderer, via e-tender portal and the Municipalities website (<https://www.jdgm.gov.za>). Documents must be printed by the tenderer subject to the following:

- (a) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Tenderers are compelled to print the electronic retrieved tender document, and then complete it in permanent black ink.
- (b) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (c) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such Tenderer allowed in law, including in circumstances where the tender had already been awarded, the right to cancel the contract.
- (d) Pages **must** be printed on coloured paper according to the following:

Colour coding component documents

The Standard for Uniformity in Construction Procurement has no requirement for colour coding component documents. Any colour identification of component documents must be undertaken in accordance with the provisions of SANS 10403.

SANS 10403 suggests that for ease of identification of the various sections, each section may be printed on different coloured paper or be separated with coloured paper. Where this is done, the colours for each subcomponent should be as indicated below.

Colour of pages	Document	
	Number	Heading
White	T1.1	Tender Notice and Invitation to Tender
Pink	T1.2	Tender Data
Yellow	T2.1	List of Returnable Documents
Yellow	T2.2	Returnable Schedules
Yellow	C1.1	Form of Offer and Acceptance
Yellow	C1.2	Contract Data
White	C1.3	Forms of Securities
White	C1.4	Forms for Adjudicators Appointment
Yellow	C2.1	Pricing Instructions
Yellow	C2.2	Activity Schedule / Bill of Quantities
Blue	C3	Scope of Work
Green	C4	Site Information

Tenderer is deemed to have read, understood and accepted all of the above conditions.



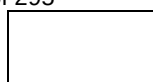
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

T1.2.2.5 IMBALANCE IN TENDERED RATES

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable, because they are either excessively low or high or not in proper balance with other rates or lump sums; the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, may request the Tenderer to amend these rates and lump sums along the lines indicated.

The Tenderer will then have the option to alter and / or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer. These amendments shall be done without altering the Contract Price.

Should the Tenderer fail to amend the tender in a manner acceptable to the Employer, the Employer may reject the tender.

T1.2.2.6 COMMUNITY LIAISON OFFICER

The contractor or his appointed agent will appoint a Community Liaison Officer (CLO) after consultation with the local communities, the engineer and the employer. The contractor shall direct all his liaison efforts with the local communities through the appointed officer. The contractor shall, however, accept the appointed as part of his management personnel.

T1.2.2.7 LABOUR INTENSIVE CONSTRUCTION / USE OF LOCAL LABOUR

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Proof of citizenship or work visa may be audited during the contract period.

The creation of one job shall mean the temporary employment, for any period of time, of one such unskilled or semi skilled labourer from the local community.

The Tenderer shall note the requirements for Job Creation Reporting for E.P.W.P as set out in the Requirements of the Expanded Public Works Programme (E.P.W.P) of the project specifications.

The number of jobs to be created using such local labour is inclusive of the local labour employed to execute various portions of the Works by both the main Contractor and any subcontractors, including the small development subcontractors.

The number of jobs to be created using such local labour shall include for a minimum percentage allocation to the following individual targeted groups:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 60% Women;
- 55% Youth; and
- 2% Disabled.

The minimum required content of such local labour for this project shall be calculated as follows:

$$\text{Minimum required content of such local labour (\%)} = \frac{(100 \times \text{amount spent on wages for such local labour (excluding VAT)})}{(\text{total value of the project (excluding VAT)})}$$

For purposes of completing the table below containing the Tenderer's planning with respect to participation in job creation using local labour, the total value of the project shall be the amount of the Tender Offer.

The Tenderer shall complete the table below reflecting the anticipated local labour force to be employed on this contract, including such local labour employed by subcontractors.

Local labour comprising unskilled or semi-skilled labourers recruited from the local community	Anticipated number of jobs to be created	Total number of person-days anticipated	Wage rate per person-day (excluding VAT) (Rand)	Total wage cost (excluding VAT) (Rand)
Contractor's local labour content				
Subcontractors' local labour content				
Total anticipated wage cost of local labour content (excluding VAT)				R
Tender Offer (excluding VAT)				R
Hence anticipated local labour content expressed as a percentage of the Tender Offer (excluding VAT)				%

A penalty shall be applied to any shortfall in the local labour content achieved, as set out in the Requirements of the Expanded Public Works Programme (E.P.W.P) of the project specifications. The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled), only to shortfalls in the total local labour content achieved.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.2.8 SCOPE OF SUBCONTRACT WORKS

The Joe Gqabi District Municipality is committed in ensuring the development of Small, Medium and Micro Enterprises (SMME's) within the district. Contractor is encouraged to provide work packages for SMME's.

T1.2.2.9 INVALID TENDERS

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- (a) if the tender offer is not submitted on the Form of Offer and Acceptance, bound into this tender document in C1.1 FORM OF OFFER AND ACCEPTANCE;
- (b) if the tender is not completed in non-erasable ink;
- (c) if the offer has not been signed;
- (d) if the offer is signed, but the name of the Tenderer is not stated or is indecipherable.

T1.2.2.10 PRICE VARIATIONS

Applicable.

T1.2.2.11 NEGOTIATIONS WITH PREFERRED TENDERERS

The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process, as preferred Tenderers, provided that such negotiation:

- (a) does not allow any preferred Tenderer a second or unfair opportunity;
- (b) is not to the detriment of any other Tenderer ; and
- (c) shall not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T1.2.2.12 COMBATING ABUSE OF THE SUPPLY CHAIN MANAGEMENT POLICY**The accounting officer must:**

- (a) Take all reasonable steps to prevent abuse of the supply chain management system.
- (b) Investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified:
 - i) Take appropriate steps against such official or other role player; or
 - ii) Report any alleged criminal conduct to the South African Police Service.
- (c) Check the National Treasury's database prior to awarding any contract to ensure that no recommended Tenderer, or any of its directors, is listed as a person prohibited from doing business with the public sector.
- (d) Reject any tender from a Tenderer:
 - i) If any municipal rates and taxes or municipality service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality entity, are in arrears for more than three months; or

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

- ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state, after written notice was given to that Tenderer that performance was unsatisfactory.
- (e) Reject a recommendation for the award of a contract if the recommended Tenderer, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract.
- (f) Cancel a contract awarded to a person if:
 - i) The person committed any corrupt or fraudulent act during the Tendering process or the execution of the contract; or
 - ii) An official or other role player committed any corrupt or fraudulent act during the Tendering process or the execution of the contract that benefited that person.
- (g) Reject the tender of any Tenderer if that Tenderer or any of its directors,
 - i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - ii) Has been convicted for fraud or corruption during the past five years;
 - iii) Has wilfully neglected, reneged on or failed to comply with any government, municipality or other public sector contract during the past five years; or
 - iv) Has 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).
 - v) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs 37(1)(b)(ii), (e) or (f) of this policy.

T1.2.2.13 UIF PAYMENTS

The Tenderer shall submit to the Employer a letter from the Department of Labour indicating his/her good standing with regard to UIF payments, upon being requested to do so.

T1.2.2.14 REGISTRATION WITH BARGAINING COUNCIL

Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of Compliance in terms of the relevant Government Gazette.

T.2.2.15 WORKMEN'S COMPENSATION ACT(COIDA)

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete and return the documents listed below as part of his/her tender submission:

SCHEDULE	DESCRIPTION
	Returnable documents required for tender evaluation purposes
Schedule A	Documents incorporated in this tender document that must be completed and signed by all Tenderer's
A1	Authority To Sign Documents
A2	Letter Of Good Standing With Workmen's Compensation Commissioner
A3	Certified Copy of Certificate of Incorporation
A4	Certificate Of Authority For Joint Ventures (only if Tenderer is a JV)
A5	Schedule Of Work Experience Of Tenderer
A6	Current and Recent projects undertaken for JGDM
A7	Schedule Of Construction Plant
A8	Schedule Of Estimated Monthly Expenditure
A9	Schedule Of Subcontractors
A10	Compulsory Enterprise Questionnaire
A11	Adjudication Of Tenders On Points Basis
A12	Record Of Addenda To Tender Documents
A13	Proposed Key Personal
A14	Financial Ability To Execute The Project
A15	Joint Venture Disclosure Form (only if Tenderer is a JV)
A16	Details Of Alternative Tenders Submitted
A17	Declaration Of Validity Of Information Provided
A18	Certificate of Attendance at Site Meeting
A19	Declaration Of Validity of Information Provided
Schedule B	Additional Documents to be provided by the Tenderer and attached to his/her tender, required for tender evaluation purposes
B1	CIDB Contractor Registration Certificate
B2	Tax Clearance Certificate
B3	Financial Statements and Original bank statement reflecting three (3) months prior to closing date of tender for Contracts over R10 Million
B4	MUNICIPAL LEVY CLEARANCE CERTIFICATE,
B5	PRELIMINARY PROGRAMME

NB: TENDERER MUST COMPLETE THESE DOCUMENTS / DATA SHEETS / FORMS IN BLACK INK

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A1: AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

by virtue of the Articles of Association / Resolution of the Board of Directors*, of which a certified copy is attached, or

*Delete whichever is inapplicable

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

WITNESSES:

1.

NAME

SIGNATURE

DATE

2.

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**A2: LETTER OF GOOD STANDING WITH WORKMEN'S
COMPENSATION COMMISSIONER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A3: CERTIFIED COPY OF CERTIFICATE OF INCORPORATION

(if Tenderer is a company)

OR Certified copy of founding statement (if Tenderer is a closed corporation)

OR Certified copy of partnership agreement (if Tenderer is a partnership)

OR Certified copy of identity document (if Tenderer is a one-man concern)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed only if Tenderer is a Joint Venture.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr./Ms., authorised signatory of the company, close corporation or partnership 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:

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this Schedule.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A5: SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderer shall insert in the Schedule hereunder details of work successfully carried out by them, of a similar nature to that for which their tender is submitted. Completion certificates from Clients to be included. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Value of work to be given to the nearest R 0.5 million.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work (M) R	Date Completed
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CURRENT CONTRACTS				
Employer (Name, Tel, Fax, Email)	Employer's Agent (Name, Tel, Fax, Email)	Nature of Work	Value of Work R(M)	Anticipated Completion Date
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				
Name :				
Tel :				
Fax :				
Email :				

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A6. CURRENT AND RECENT PROJECTS UNDERTAKEN FOR JGDM

Tenderer must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past 5 years. The information shall include a description of the Works, the Contract value, the Contract start date and completion date.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE
TOTAL AMOUNT OF PROJECTS CURRENTLY UNDERTAKEN FOR JGDM			R

DATE: SIGNATURE OF TENDERER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A7: SCHEDULE OF CONSTRUCTION PLANT

Tenderer shall state below what construction plant will be available for this Contract. The Tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired, or hired for the Work, should the Tenderer be awarded the Contract.

CONSTRUCTION PLANT AVAILABLE				
Description	Size	Capacity	Number	When Available

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

SIGNED BY/ON BEHALF OF TENDERER :

--

NAME _____

--

SIGNATURE

--

DATE _____

Contractor

Witness 1

Page 10

Witness 2

299

Employer

11

Witness 1

Witness 2

A8: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 6.10 of the GCC(2015), which he / she estimates will arise based on his / her preliminary programme and tendered rates, in the table below. The Tenderer will correlate this with his selected construction duration on the “Form of Offer and Acceptance”. *The total of the monthly amounts shall be equal to the tender sum.*

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
14	R
15	R
16	R
17	R
18	R
SUBTOTAL	R
ADD CONTINGENCIES (15.00%)	R
SUBTOTAL	R
ADD ESCALATION (7.5%)	R
SUBTOTAL	R
VAT (15 %)	R
TOTAL (INCLUDING VAT @ 15 %)	R

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Page 46 of 295

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A9: SCHEDULE OF SUBCONTRACTORS

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

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person. /Phone/Fax/Details of Organization/Firm/ Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

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

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A10: 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

Address 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 "X", if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation participating in this tender is currently or has within the last 12 months, been in the service of any of the following:

- | | |
|--------------------------|--|
| ☐ | a member of any municipal council |
| ☐ | a member of any provincial legislature |
| ☐ | 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 |
| ☐ | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999) |
| ☐ | a member of an accounting authority of any national or provincial public entity |
| ☐ | an employee of Parliament or a provincial legislature |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 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 "X", 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, within the last 12 months, been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ 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
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 neither the name of the enterprise nor 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, 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;
- v) 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:

ENTERPRISE NAME

DATE

NAME

POSITION

SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A11: ADJUDICATION OF TENDERS ON POINTS BASIS

Information provided should be as comprehensive as possible as the Tenderer's approach to this subject will be an important criterion in the tender adjudication process. Failure to provide the information could prejudice a tender.

Responsive tenders will be adjudicated on the following basis (see Amended CIDB Conditions of Tender):

Responsive tenders will be evaluated in terms of the Supply Chain Management policy of the JOE GQABI DISTRICT MUNICIPALITY. The Tender Committees, Tender Evaluation Committee, Tender Adjudication and Accounting Officer will work on the evaluation of the tender. The lowest tender will not necessarily be accepted; and the right to accept the whole or part of any tender; or not to consider any tender not suitably endorsed, is fully reserved by the JOE GQABI DISTRICT MUNICIPALITY.

The tender shall be scored on 80/20 point system where 80 points will be for the price and 20 points is in terms of specific goals as determined in the tender documentation.

The tender obtaining the highest amount of points will be awarded the Contract unless extenuating circumstances dictate otherwise. Points scored will be rounded off to two decimal places.

In the event of equal points scored, the tender will be awarded to the Tenderer scoring the highest points for B-Status.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS GENERAL CONDITIONS

The following preference point systems are applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000000; and
- the 90/10 system for requirements with a Rand value above R50 000000.

The value of this tender is estimated to be below R50 000000 and therefore the 80/20 system shall be applicable.

Preference points for this tender shall be awarded for specific goals.

THE POINTS FOR THIS TENDER ARE ALLOCATED AS FOLLOWS:

	BREAKDOWN	WEIGHT
1.	Price	80
2.	Specific goals	20
	Total	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The points awarded for Preference are based on specific goals of contributor is as follows:

Specific Goals		Number of points	Points Claimed	Evidence required
1. Historically Disadvantage Individual				
1.1	51% Black owned	4		Attached certified copies of the director/s, Central supplier database form and company registration documents.
1.2	51% Woman owned	2		
1.3	51 % Youth owned	2		
1.4	51 % Own by people with disability	2		
2. Locality				
2.1	Within the boundaries of the Joe Gqabi District Municipality	10		Attached proof of company's office address (Municipal account not older than 90 days or lease agreement or affidavit to proof address if you are in a village)
2.2	Within the boundaries of the Eastern Cape	5		
2.3	Outside Eastern Cape	0		
TOTAL		20		

Failure on the part of a Tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.

The Employer 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 Employer.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

WITNESS 1:

NAME

SIGNATURE

DATE

WITNESS 2:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A12: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title of Details

Signature

Date

Position

Name of bidder

A13: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted.

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Site Agent			
Contract Manager			
Senior Foreman			
Construction Manager			
Quality Control Officer			
Safety Officer			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

ATTACH THE FOLLOWING DOCUMENTS HERETO:

CV, training certificates and other attachments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A14: FINANCIAL ABILITY TO EXECUTE THE PROJECT

Current Bank Rating.....

Provide details on the surety you will provide if the tender is awarded to you

AMOUNT

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act (Act 94 of 1990).
- Insurance Company registered in terms of the Short Term Insurance Act (Act 53 of 1998).
- Cash.
- Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month no	Amount (VAT included)			
	a Received	b Payments made	a – b Net cash flow	Cumulative cash flow
1			d	j=d
2			e	j+e=k
3			f	k+f=l
4			g	l+g=m
5			h	m+h=n
6			Etc.	Etc.
7				
8				
9				
10				
11				
12				
Maximum negative cash flow: Take the largest negative number in the last column and write it in here →→→→→→→				

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A15: JOINT VENTURE DISCLOSURE FORM**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the Joint Venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the Joint Venture, the proposed Joint Venture agreement must include specific details relating to:
 - a. the contributions of capital and equipment
 - b. work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form; including those which relate to ownership options, and to restrictions / limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.
- vi) The Joint Venture must be formalised. All pages of the Joint Venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a Joint Venture once the contract has been awarded will not be considered.
- vii) Should any of the above not be complied with, the Joint Venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

a)	Name	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements :	

2.2

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements :	

(Continue as required for further non-Affirmable Joint Venture Partners)

3 IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

3.2

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

3.3

a)	Name of Firm	
b)	Postal address	
c)	Physical address	
d)	Telephone	
e)	E-mail	
f)	Contact person for matters pertaining to Joint Venture Participation Goal requirements:	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

1. OWNERSHIP OF THE JOINT VENTURE

- a)** Affirmable Joint Venture Partner ownership percentage(s) %
- b)** Non-Affirmable Joint Venture Partner ownership percentage(s) %
- c)** Affirmable Joint Venture Partner percentages in respect of : *
- i)** Profit and loss sharing
- ii)** Initial capital contribution in Rands

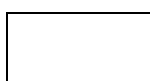
(*Brief descriptions and further particulars should be provided to clarify percentages).

- iii)** Anticipated on-going capital contributions in Rands
- iv)** Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

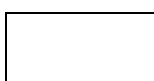
2. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

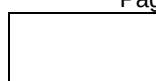
	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		



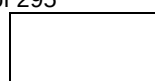
Contractor



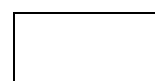
Witness 1



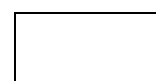
Witness 2



Employer



Witness 1



Witness 2

3. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) Joint venture cheque signing

b) Authority to enter into contracts on behalf of the Joint Venture

c) Signing, co-signing and / or collateralizing of loans

d) Acquisition of lines of credit

e) Acquisition of performance bonds

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

f) Negotiating and signing labour agreements

4. MANAGEMENT OF CONTRACT PERFORMANCE
(Fill in the name and firm of the person responsible).

a) Supervision of field operations

b) Major purchasing

c) Estimating

d) Technical management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) Identify the “managing partner”, if any,

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT DESIGNATION	FUNCTION / NAME	PARTNER*

6. PERSONNEL

a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

b) Number of operative personnel to be employed on the Contract, who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

(ii) Number currently employed by the Joint Venture

c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

d) Name of individual(s) who will be responsible for hiring Joint Venture employees.

e) Name of partner who will be responsible for the preparation of Joint Venture payrolls.

7. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the way the Joint Venture is structured and controlled.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

Signature :	
Duly authorised to sign on behalf of :	
Name :	
Address :	
Telephone :	
Date :	

If there is insufficient space above, the Tenderer may append additional sheets.

Number of additional sheets appended by the Tenderer to this Schedule (If nil, enter NIL)

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

A16: DETAILS OF ALTERNATIVE TENDERS SUBMITTED

DESCRIPTION

**A17 CERTIFICATE OF ATTENDANCE AT THE COMPULSORY
TENDER BRIEFING MEETING**

This is to certify that (Tenderer)

..... (address)

.....

.....
was represented by the person(s) named below at the compulsory meeting held for all

tenderers at (location)

on (date)

starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the works specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting: *(Same as the names on Attendance Register)*

Name.....Signature

Capacity

Name.....Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name.....Signature

Capacity Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A18: DECLARATION OF VALIDITY OF INFORMATION PROVIDED

I/We, the undersigned:

- a. tender to supply and deliver to the JOE GQABI DISTRICT MUNICIPALITY (hereafter "JGDM") all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;
- b. Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this tender document, regarding delivery and execution;
- c. further agree to be bound by those conditions, set out in, "PARTS T1; T2; C1; C2; C3 and C4", attached hereto, should this tender be accepted in whole or in part;
- d. confirm that this tender may only be accepted by the JGDM by way of a duly authorised Letter of Acceptance;
- e. declare that we are fully acquainted with the tender document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;
- f. declare that all amendments to the tender document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the JGDM and the undersigned;
- g. certify that the item/s mentioned in the tender document, qualifies/qualify for the preference(s) shown;
- h. acknowledge that the information furnished is true and correct;
- i. accept that in the event of the contract being awarded as a result of preference claimed in this tender document, I may be required to furnish documentary proof to the satisfaction of the JGDM that the claims are correct. If the claims are found to be inflated, the JGDM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the JGDM as a result of the award of the contract and/or cancel the contract and claim any damages which the JGDM may suffer by having to make less favourable arrangements after such cancellation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- j. declare that no municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months;
- k. declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory;
- l. the signatory to the tender document is duly authorised; and
- m. documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the JGDM.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor’s Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a Tenderer satisfies CIDB Contractor grading designation requirements through Joint Venture formation, such Tenderer must submit the Certificates of Contractor Registration in respect of each Joint Venture partner.

CIDB CRS NUMBER: _____

CIDB GRADING: _____

SIGNED BY/ON BEHALF OF TENDERER :

NAME	SIGNATURE	DATE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B2. TAX CLEARANCE CERTIFICATE,

An original valid Tax Clearance Certificate from the South African Revenue Service (SARS) or proof shall be attached to this page (or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations).

A SARS Tax Compliance Status (TCS) PIN is to be provided for verification purposes. Attach documentation to this page.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

COMPULSORY VAT REGISTRATION

It is mandatory for a business to register for VAT if the total value of taxable supplies made in any consecutive twelve-month period exceeded or is likely to exceed R1 million. The business must complete a [VAT 101 - Application for Registration form](#) and submit it to the local SARS branch within 21 days from date of exceeding R1 million.

TAX REQUIREMENTS

Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) read together with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

The Municipal Finance Management Act, Circular Number 90, requires that bidders register on National Treasury's Central Supplier Database (CSD) and include their Master Registration Number or Tax Compliance Status PIN to enable the municipality to verify the bidder's tax compliance status.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The CSD and Tax Compliance Status PIN are the approved methods to be used to prove tax compliance as the SARS no longer issues Tax Clearance Certificates. They have however made online provision, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their tender proposals.

Where goods and services are procured from foreign suppliers with tax obligations in South Africa, proof of tax compliance status should be obtained from the supplier.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa should complete a pre-award questionnaire on the MBD1 (still to be provided by National Treasury) for their tax obligation categorisation.

Where a recommendation for award of a bid has been made to a bidder who is a foreign supplier and who completed the pre-award questionnaire on the MBD1, the Accounting Officer must submit a copy of the completed MBD1 received from the bidder to SARS on the following email address: GovernmentInstitute@sars.gov.za. SARS will issue a letter to the procuring entity confirming whether or not the foreign supplier has tax obligations in South Africa.

Where goods and services are procured from foreign suppliers with no tax obligation in South Africa, there is no need to request proof of tax compliance status. Where goods and services are imported, all custom related taxes shall be applied as prescribed by SARS.

Where the recommended bidder is not tax compliant, the bidder will be notified of their non-compliant status and be requested to submit, within 7 working days, written proof from SARS of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the bidder to the municipality or municipal entity must be verified via the CSD or e-Filing. The accounting officer should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance status within the timeframe stated above.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B3. LATEST ANNUAL FINANCIAL STATEMENTS

Latest three (03) consecutive annual years Audited Financial Statements for bidders that are registered as companies that are required by law to have audited annual financial statements must be submitted, for any other bidders latest three (03) consecutive years Un-Audited annual financial statements must be submitted. Tenderers shall attach all the required documentation to this Schedule where a tender price exceeds R10 million.

Tenderers are referred to Clause C2.23.

In the event the bidders form a Consortium/Joint Venture, each party is required to submit its own set of annual financial statements as required above.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B4. MUNICIPAL LEVY CLEARANCE CERTIFICATE, NOT OLDER THAN THREE (3) MONTHS FROM A MUNICIPALITY WHERE THE ENTITY OPERATES (LEASE AGREEMENTS AND SWORN STATEMENT / AFFIDAVITS WHERE THE ENTITY OPERATES ARE ALSO ACCEPTED)

Number of sheets appended by the Tenderer to this Schedule **NIL**

SPECIAL CONDITIONS

The recommended bidder will be required to submit proof of company office address (Municipal account not older than 90 days or Municipal Clearance certificate or lease agreement (if the tenant is responsible for rates and services), account must be attached) or proof of address and affidavit from village residents only) FOR LOCAL MUNICIPALITY AND DISTRICT MUNICIPALITY **before the award of tender**. Failure to provide the municipality with the required information within the stipulated time, the second bidder will be considered.

SIGNED BY/ON BEHALF OF TENDERER :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INVITATION TO BID

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A :INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOE GQABI DISTRICT MUNICIPALITY					
BID NUMBER:	JGDM2024/25-007	CLOSING DATE:	11 APRIL 2025	CLOSING TIME:	12H00
DESCRIPTION	ALI WAL NORTH WATER TREATMENT WORKS HOLDING DAMS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
JGDM Offices, Cnr. Cole & Graham Streets, Barkly East, 9786					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE 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?	☐ yes ☐ no [if yes enclose proof]		Are you a foreign based supplier for the goods /services /works offered?		☐ yes ☐ no [if yes, answer part B:3 below]
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	Budget & Treasury Office		Technical Services		
CONTACT PERSON	Mr. T Maseko		Mr. L Wana		
TELEPHONE NUMBER	045 979 3160		045 979 3061		
E-MAIL ADDRESS	masekot@jgdm.gov.za		lumanyano@jgdm.gov.za		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022. THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) 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
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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 MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 2 TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. Alternatively a tax compliance verification pin must accompany a copy of a Tax Clearance Certificate.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPULSORY ENTERPRISE QUESTIONNAIRE

(ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE)

The following particulars (where applicable) must be furnished. In the case of a joint venture or 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 in the 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:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ 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	☐ 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 an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If any of the above boxes are marked, please 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

*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 been in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ 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	☐ 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 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 of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

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 neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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; and v) 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
Name
Enterprise Name

*insert separate page if necessary

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPANY COMPOSITION

GENERAL

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required, the ownership must accumulate to 100%.

NAME AND SURNAME	IDNUMBER	CITIZENSHIP	DATE OF OWNER-SHIP	% OWNED	VOTING %

ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE THE FOLLOWING MBD 4 FORM

MBD 4 DECLARATION OF INTEREST

NB.: ALL CONSORTIUM / JV MEMBERS / PARTNERS MUST COMPLETE THE FOLLOWING MBD 4 FORM

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:

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

- any municipal council;
- any provincial legislature; or
- the national Assembly or the national Council of provinces;
- a member of the board of directors of any municipal entity;
- an official of any municipality or municipal entity;
- 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);
- an executive member of the accounting authority of any national or provincial public entity; or
- 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:.....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?**YES / NO**
- 3.8.1 If yes, furnish particulars.....
-
-
- 3.9 Have you been in the service of the state for the past twelve months?**YES / NO**
- 3.9.1 If yes, furnish particulars:.....
- 3.10 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?**YES / NO**
- 3.10.1 If yes, furnish particulars:.....
- 3.11 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?**YES / NO**
- 3.11.1 If yes, furnish particulars.....
-
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?**YES / NO**
- 3.12.1 If yes, furnish particulars.....
-
-
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

in service of the state?.....YES / NO

3.13.1 If yes, furnish particulars.....

.....

3.14 Do you or any of the directors, trustees, managers, principleshareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.....YES / NO

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
SignatureDate

.....
CapacityName of Bidder

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 and whether any 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.

.....

** Delete if not applicable*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 6.1 PREFERENCE POINTS CLAIM FORM 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 The applicable preference point system for this tender is the 80/20 preference point system.

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 The maximum points for this tender are allocated as follows:

DESCRIPTION	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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

$$\begin{array}{ll} \text{80/20} & \text{or } \text{90/10} \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

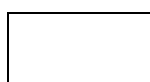
4 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**4.1 POINTS AWARDED FOR PRICE****4.1.1 The 80/20 or 90/10 Preference point systems**

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

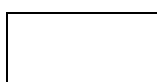
$$\begin{array}{ll} \text{80/20} & \text{or } \text{90/10} \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

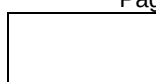
- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- P_{max} = Price of highest acceptable tender



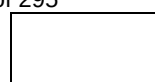
Contractor



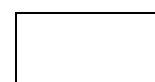
Witness 1



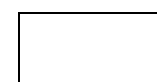
Witness 2



Employer



Witness 1



Witness 2

5 POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 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:

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.)

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)
HDI		
51% owned by Black	4	
51% owned by Women	2	
51% owned by Youth	2	
51% owned by Disable	2	
LOCALITY		
Within the boundaries of the Joe Gqabi District Municipality (JGDM)	10	
Within the boundaries of the Eastern Cape but outside JGDM	5	
Outside of the boundaries of the Eastern Cape	0	
TOTAL POINTS	20	

6 DECLARATIONS WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 Company registration number.....

6.3 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all 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. wilfully 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.

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 ☐	No ☐
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 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 ☐	No ☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Is the bidder or any of its directors in arrears for any municipal rates or taxes or municipal charges, to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
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 ☐	No ☐
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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids³ 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).⁴ 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:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

³Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

I certify, on behalf of _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ 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.

⁵Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



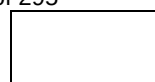
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH REFERENCE LETTERS

[illegible]

DATE _____

SIGNATURE OF BIDDER

Contractor

Page 10

Witness 1

Page 10

Witness 2

299

Employer

11

Witness 1

Witness 2

**ANNEXURE B PAST EXPERIENCE – JOE GQABI DISTRICT
MUNICIPALITY**

Bidders must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

ATTACH REFERENCE LETTERS

PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN FOR JGDM			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

.....
DATESIGNATURE OF BIDDER

ANNEXURE C**COMPANY DETAILS**

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

Company Registration Number:

VAT Number:

Bank Name and Branch:.....

Bank Account Number:.....

Professional Registration Details:

Professional Indemnity Details:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE D**FORM CONCERNING FULFILMENT OF THE
CONSTRUCTION REGULATIONS 2014**

In terms of regulation 4(3) of the Construction Regulations 2014 (hereinafter referred to as the Regulations), promulgated on 10 February 2014 in terms of Section 43 of the Occupational Health and Safety Act (Act No 85 of 1993). The Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his / her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

viii)

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to comply with all of the requirements of the Regulations timeously, safely and successfully. (Tick)

YES	
NO	

2. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):
4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. Potential key risks identified and measures for addressing risks:

6. I have fully included in my tender rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period. (Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

DATE:

SIGNATURE OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE E**BID CHECK LIST**

All JGDM Individuals bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:

- (a) All pages of the bid document have been read by the bidder.
- (b) All pages requiring information have been completed in black ink.
- (c) The Schedule of Quantities has been checked for arithmetic correctness.
- (d) Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
- (e) The total from the summary page has been carried forward to the Bid Form.
- (f) Surety details have been included in the bid.
- (g) All sections requiring information have been completed.
- (h) The bidder has submitted the correct documentation, e.g. original and current certificates in terms of SARS and Levies, etc.
- (i) The bid document is submitted before 12h00 on the due date at the designated bid box of the JGDM.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE F**DECLARATION BY BIDDERS**

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this quotation form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our quotation and that I / we elect domicillium citandi et executandi (house for summoning and execution) in the Republic at:

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

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation: that the price quoted cover all the work items specification in the quotation documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE

NAME (PRINT)

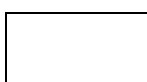
CAPACITY

DATE

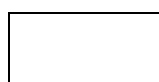
NAME OF FIRM

WITNESS 1

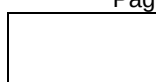
WITNESS 2



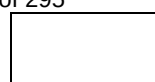
Contractor



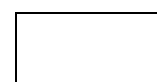
Witness 1



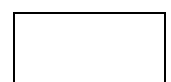
Witness 2



Employer



Witness 1



Witness 2

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

- C1.1Form of Offer and Acceptance
- C1.2Contract Data
- C1.3Performance Guarantee
- C1.4Occupational Health and Safety

PART C2: PRICING DATA

- C2.1Pricing Instructions
- C2.2Pricing Schedule of Quantities

PART C3: SCOPE OF WORK

PART C1: AGREEMENT AND CONTRACT DATA**C1.1 FORM OF OFFER AND ACCEPTANCE****C1.1.1 Offer**

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

BID NO.: JGDM2024/25-007: ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

The Tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto (as listed in the Schedule of Returnable Documents), and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract. Including compliance with all its terms and conditions, according to their true intent and meaning, for an amount to be determined in accordance with the GCC(2015), identified in the Contract Data.

The Contract shall be completed within weeks of the Commencement.

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. Thereafter the Employer will be 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 GCC(2015) identified in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED ON BEHALF OF/BY THE TENDERER :

NAME

SIGNATURE

Name and address of Organization:

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1.2 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 GCC(2015) 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 and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or just after this Agreement comes into effect; 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 GCC(2015) identified in the Contract Data. Failure to fulfil any of these obligations, in accordance with those terms, shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY:

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

The Standard Conditions of Tender are the *Standard for Uniformity in Engineering and construction works contracts* (August 2019) published by the Construction Industry Development Board. Each item of data given below is cross-referenced to the clause in the *General Conditions of Contract third edition (2015)* of the above-mentioned *Standard for Uniformity in Engineering and construction works contracts* (August 2019) to which it mainly applies.

C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER

1. GENERAL

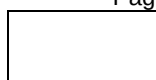
Clause	Description
1.1.1.1 3	The "Defects Liability Period" is 12months.
1.1.1.1 4	The "Due Completion Date", or time for achieving Practical Completion is 18 months.
1.1.1.1 5	The "Employer" is the Joe Gqabi District Municipality.
1.1.1.1 6	The "Employer's Agent" is Mr Lungelo Ketye of Sikunye Consulting
1.1.1.2 6	The "Pricing Strategy" is re-measurement Contract.
1.2.1.2	The Employer's address for receipt of communications and notices is Name: Joe Gqabi District Municipality Address: Corner of Cole and Graham streets, Barkly East, 9786 Telephone: 045 979 3000 E-Mail: lumanyano@jgdm.gov.za The Employer's Agent address for receipt of communications and notices is: Name: Sikunye Consulting Address: 93 Western Avenue, Vincent, East London, 5217 Telephone: +27 (0)43 726 4389 E-Mail: lungelo@sikunyeconsulting.co.za
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer for the following functions or duties: a) Approve extension of time for practical completion in terms of Clause 5.12.1; b) Approve imposition of penalty for delay in terms of Clause 5.13.1; c) Issue of a Variation Order in terms of Clause 6.3.2; and d) Approve the use of contingency funds.
5.1.1 and 5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent work force leave around the 15 th December and the first Monday of the subsequent year.
5.3.1	The Contractor shall submit within 14 days from the Commencement Date the following documentation for approval by the Employer's Agent: a) Health and Safety Plan (Refer to Clause 4.3); b) Initial programme (Refer to Clause 5.6) and estimated cash flow;



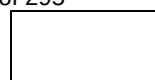
Contractor



Witness 1



Witness 2



Employer

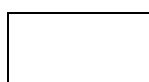


Witness 1

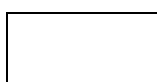


Witness 2

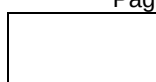
Clause	Description
	c) Security (Refer to Clause 6.2); d) Insurance (Refer to Clause 8.6); e) Proof of registration with the Workman's Compensation Commissioner; f) Valid original copy of Tax Clearance Certificate; and g) Written acceptance of appointment.
5.3.2	The time to submit the documentation required is 28 days.
5.4.1	The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required and shall coordinate assistance from the Community Liaison Officer (CLO) as nominated by the Employer.
5.8.1	The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above.
5.12	FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL Extension of time in terms of Clause 5.12 of the GCC(2015) in respect of abnormal rainfall shall be determined in terms of the method below for each calendar month or part thereof, unless the project specifications determine otherwise: $V = (N_w - N_n) + (R_w - R_n) / 20$ Where: V: Extension of time in calendar days for the calendar month under consideration. N_w: Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded. R_w: Actual total rainfall in mm recorded during the calendar month under consideration. N_n: Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter. R_n: Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter. Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall. The Contractor shall, at its own cost, provide and erect on the Site at a location approved of by the Employer's Agent, 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 its 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



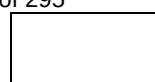
Contractor



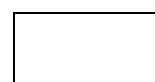
Witness 1



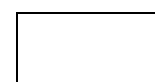
Witness 2



Employer



Witness 1



Witness 2

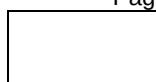
Clause	Description																																										
	after each reading has been taken. If required, the Employer’s Agent shall be entitled to witness the reading of the gauge. The rainfall records applicable to this Contract are those recorded at Aliwal North. The following values of N_n and R_n shall apply: <table><tr><th>MONTH</th><th>N_n (Days)</th><th>R_n (mm)</th></tr><tr><td>January</td><td>24</td><td>234.4</td></tr><tr><td>February</td><td>20</td><td>372.5</td></tr><tr><td>March</td><td>22</td><td>119.6</td></tr><tr><td>April</td><td>18</td><td>215.5</td></tr><tr><td>May</td><td>4</td><td>7.6</td></tr><tr><td>June</td><td>2</td><td>3.5</td></tr><tr><td>July</td><td>2</td><td>1.2</td></tr><tr><td>August</td><td>3</td><td>0.5</td></tr><tr><td>September</td><td>9</td><td>22.3</td></tr><tr><td>October</td><td>14</td><td>15.5</td></tr><tr><td>November</td><td>26</td><td>63.1</td></tr><tr><td>December</td><td>21</td><td>204</td></tr><tr><td>Total</td><td>172</td><td>1239.7</td></tr></table>	MONTH	N _n (Days)	R _n (mm)	January	24	234.4	February	20	372.5	March	22	119.6	April	18	215.5	May	4	7.6	June	2	3.5	July	2	1.2	August	3	0.5	September	9	22.3	October	14	15.5	November	26	63.1	December	21	204	Total	172	1239.7
MONTH	N _n (Days)	R _n (mm)																																									
January	24	234.4																																									
February	20	372.5																																									
March	22	119.6																																									
April	18	215.5																																									
May	4	7.6																																									
June	2	3.5																																									
July	2	1.2																																									
August	3	0.5																																									
September	9	22.3																																									
October	14	15.5																																									
November	26	63.1																																									
December	21	204																																									
Total	172	1239.7																																									
5.13.1	The penalty for failing to complete the Works is 0.01% of the contract value per working day, to a maximum of 5% of the contract amount.																																										
5.14.1	The requirements for achieving Practical Completion are set out in the Scope of Works Part C3.1.2.																																										
5.14.7	This contract does not contain multiple “Due Completion Dates”.																																										
5.16.3	The latent defects liability period for civil engineering works is 10 years.																																										
6.2.1	The type of security for the due performance of the Contract shall be a Fixed Performance Guarantee of 100% of the value of the Works (Excl. Contingencies and VAT). The Performance Guarantee shall follow the suggested wording according to the pro-forma included in Section C1.3 – Pro Forma Performance Guarantee.																																										
6.5.1.2.3	The percentage allowance on the net cost of workmen and materials actually used in the completed work is 15%.																																										
6.8.2	Add the following to Clause 6.8.2: Contract Price Adjustment will be allowed for this Contract. The tendered rates will be adjusted as follows: • All rates which are based on current market prices with a tendered mark-up will remain unchanged for the duration of the contract.																																										



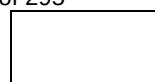
Contractor



Witness 1



Witness 2



Employer

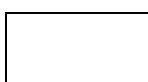


Witness 1

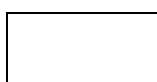


Witness 2

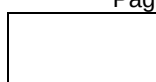
Clause	Description
	- All other rates will be adjusted as follows: $f_{CPA} = (1 - x) \left[a \left(\frac{Lt}{Lo} \right) + b \left(\frac{Pt}{Po} \right) + c \left(\frac{Mt}{Mo} \right) + d \left(\frac{Ft}{Fo} \right) - 1 \right]$ - The formula is as follows (rounded to 4 decimal places): Where f_{CPA} = Contract Price Adjustment factor $x = 0.1$ L = Labour index (P0141 -CPI) P = Plant index (P01511 – Table 4) M = Material index (P01511 - CIPI) F = Fuel index(P0141 -CPI) Suffix “o” = denotes base indices at the tender closing date Suffix “t” = denotes the current indices $a = 0.15$ $b = 0.20$ $c = 0.55$ $d = 0.10$ If an index relevant to any particular monthly statement is unknown at the time when the monthly statement is prepared, the Contractor shall use the last known index. Any correction required, when the correct indices become known, shall be made by the Contractor in subsequent monthly statements.
6.8.3	Price adjustment in the cost of special materials shall be not applied to this Contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to Site 70% (if plant is fabricated or stored on other places than the Site).
6.10.3	The limit on retention is 10% of the Contract Price
8.6.1	The following insurances shall be affected and maintained in the joint names of the Employer and Contractor:
8.6.1.1	Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of:
8.6.1.1.1	The Contract Price (Excl. Contingencies and VAT);
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00 (Excl. VAT); and
8.6.1.1.3	The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00 (Excl. VAT).
8.6.1.2	The Contractor is responsible for Special Risks Insurance.
8.6.1.3	Liability insurance of at least R 5 000 000.00 with the number of events being unlimited.
8.6.5	The insurances shall be effected with an insurance company registered in South Africa.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration.



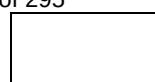
Contractor



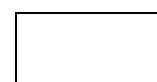
Witness 1



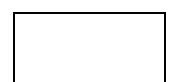
Witness 2



Employer

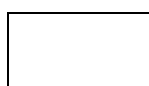


Witness 1

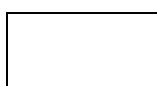


Witness 2

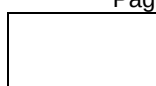
Clause	Description
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.



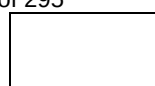
Contractor



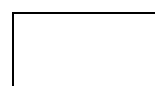
Witness 1



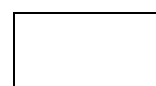
Witness 2



Employer



Witness 1



Witness 2

C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

C1.2.2.1. CLAUSE DELIVERY OF NOTICES

The name of the Contractor is

The address of the Contractor is

Clause	Description
1.1.1.9	Name of the Contractor:
1.2.1.2	Address of the Contractor: Physical: Postal:..... E-Mail: Telephone No: Cell No:

Contractor

Witness 1

Witness 2

Employer

Witness 1

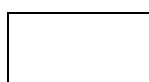
Witness 2

Clause	Description	
6.2.1	Type of Security	Contractor's Choice. Indicate "Yes" or "No"
	Cash Deposit of 10% of the Contract Sum.	
	Fixed Performance Guarantee of 10% of the Contract Sum.	
	Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.	
	Retention of 10% of the value of the Works.	
	Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
	Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
	Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.	

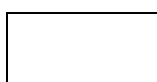
6.8.3 Variation in cost of special materials

The variation in cost of special materials is:

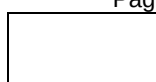
Type of special material	Unit	Base Rate or price



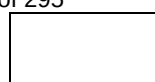
Contractor



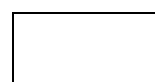
Witness 1



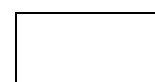
Witness 2



Employer



Witness 1



Witness 2

C1.3 PERFORMANCE GUARANTEE**C1.2.2.2.1 Guarantor Details and Definitions**

“Guarantor” means: _____

Physical address: _____

“Employer” means: Joe Gqabi District Municipality

“Contractor” means: _____

“Employer's Agent” means: A Professional Registered with the Engineering Council of South Africa (ECSA) and is Mr Lungelo Ketye Pr (Tech) Eng No. 2023301509 on behalf of Sikunye Consulting

“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 R _____

Amount in words: _____

Type of Performance Guarantee: _____ *(Insert Variable or Fixed)*

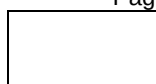
“Expiry Date” means: _____ *(Give date)*
or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.



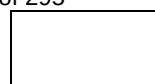
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C1.2.2.2 Contract Details

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R _____

Amount in words: _____

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R _____

Amount in words: _____

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

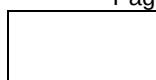
2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.



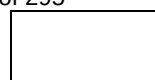
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent 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 3.2.2;

3.2.2 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

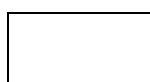
3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;

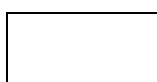
3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 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.

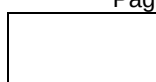
3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.



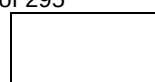
Contractor



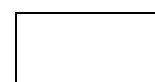
Witness 1



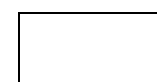
Witness 2



Employer

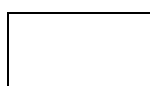


Witness 1

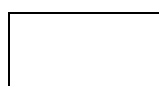


Witness 2

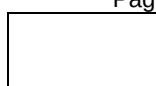
- 3.5** Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor 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.
- 3.6** Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7** Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9** The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10** This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11** This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12** Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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.



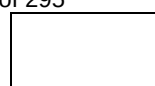
Contractor



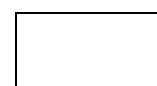
Witness 1



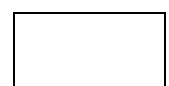
Witness 2



Employer



Witness 1



Witness 2

SIGNED AT:

GUARANTOR (1)

SIGNATURE

i)

DATE

CAPACITY

GUARANTOR (2)

SIGNATURE

ii)

DATE

CAPACITY

WITNESS (1)

SIGNATURE

iii)

WITNESS (2)

SIGNATURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN JOE GQABI DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE “EMPLOYER”) AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993) AS AMENDED.

I, ...
representing

as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am / we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I / We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

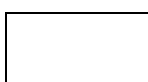
OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him / them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

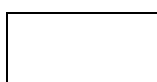
I further undertake to ensure that any Sub-Contractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such Sub-Contractors will comply with the conditions set out.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

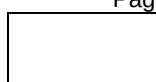
I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.



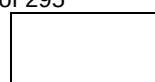
Contractor



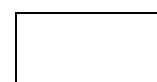
Witness 1



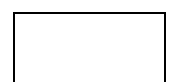
Witness 2



Employer



Witness 1



Witness 2

Signed at on the day of 20

SIGNED BY/ON BEHALF OF CONTRACTOR – MANDATORY :

NAME

SIGNATURE

DATE

SIGNED BY WITNESS :

NAME

SIGNATURE

DATE

SIGNED BY WITNESS :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signed at on the day of
20.....

SIGNED BY/ON BEHALF OF JOE GQABI DISTRICT MUNICIPALITY :

NAME

SIGNATURE

DATE

SIGNED BY WITNESS :

NAME

SIGNATURE

DATE

SIGNED BY WITNESS :

NAME

SIGNATURE

DATE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Occupational Health and Safety Conditions

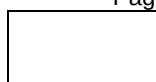
1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he / she, his / her employees, and any Sub-Contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment / machinery / articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and / or his / her employees
and / or his / her Sub-Contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer



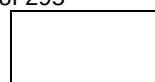
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PART C2: PRICING SCHEDULE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1. PRICING ASSUMPTIONS / INSTRUCTION

Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the Section C3.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of Part C3: Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified.

Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the Employer's Agent shall direct the applicable requirements.

The clauses in a specification in which further information regarding the listed items in the Bill of Quantities can be obtained appear under "Payment Reference" column.

The reference clauses indicated are not necessarily the only sources of information in respect of billed items. Further information and set specifications may be found in Section C3. Standardised Specifications are identified by the letter or letters which follow "SANS" in the SANS 1200 series of specifications, e.g., G for SANS 1200 G.

Unless otherwise stated, items are measured nett in accordance with the drawings and no allowance is made for waste. The quantities set out in the Bill 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 only.

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

It will be assumed that prices included in these Bill 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 or www.iso.org for information on standards).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities and recorded as zero. A single lump sum will apply should a number of items be grouped together for pricing purposes.

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

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

Ha	=	hectare
h	=	hour
kl	=	kilolitre
kg	=	kilogram
km	=	kilometre
kW	=	kilowatt
km-pass	=	kilometre pass
MN	=	Mega Newton
kPa	=	kilopascal
MN.m	=	Mega Newton-metre
ℓ	=	litre
%	=	percentage
m	=	metre
PC Sum	=	Prime Cost Sum
mm	=	millimetre
P Sum	=	Provisional Sum
PS/m	=	Provisional Sum per month
PS/d	=	Provisional Sum per day
Sum/wd	=	Sum per working day
m ²	=	square metre
No.	=	number
m ² . pass	=	square metre-pass
R/Only	=	Rate Only
m ³	=	cubic metre
Sum	=	lump sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

m ³ .km	=	cubic metre-kilometre
t	=	ton (1 000 kg)
MPa	=	Mega Pascal
W/day	=	Work day
%	=	percentage
mth	=	month

The 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.

Payment for items which are designated to be constructed labour-intensively 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.

C2.2 BILL OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 A	SECTION 1: GENERAL				
	8.3	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS				
1.1	8.3.1	Contractual requirements	Sum	1		
1.2	8.3.2	Establishment of facilities on the site				
1.2.1	8.3.2.1	Facilities for Engineer				
1.2.1.1	a)	Furnished offices (1 No.)	Sum	1		
1.2.1.2	c)	Nameboards (1 No.)	Sum	1		
1.2.2	8.3.2.2	Facilities for Contractor				
1.2.2.1	a)	Offices and storage sheds	Sum	1		
1.2.2.4	d)	Living accommodation	Sum	1		
1.2.2.5	e)	Ablution and latrine facilities	Sum	1		
1.2.2.7	g)	Water supplies, electric power and communications	Sum	1		
1.3	8.3.3	Other fixed-charge obligations				
1.3.1	a)	Occupational health & safety act compliance with the occupational health & safety act no. 85 of 1993 in terms of the standard specifications and including compliance with covid 19 regulations as detailed in the Standard Specifications	Sum	1		
1.3.2	b)	Allowance for compliance with the Environmental Management Plan as detailed in the Standard Specifications	Sum	1		
1.4	8.3.4	Removal of site establishment	Sum	1		
	8.4	SCHEDULED TIME-RELATED ITEMS				
1.5	8.4.1	Contractual requirements	Month	18		
1.6	8.4.2	Operation and maintenance of facilities on site, for duration of construction, except where otherwise stated				
1.6.1	8.4.2.1	Facilities for Engineer				
1.6.1.1	a)	Furnished offices (1 No.)	Month	18		
1.6.1.2	c)	Nameboards (1 No.)	Month	18		
1.6.2	8.4.2.2	Facilities for Contractor				
1.6.2.1	a)	Offices and storage sheds	Month	18		
1.6.2.4	d)	Living accommodation	Month	18		
1.6.2.5	e)	Ablution and latrine facilities	Month	18		
1.6.2.7	g)	Water supplies, electric power and communications	Month	18		
1.7	8.4.3	Supervision for duration of construction	Month	18		
1.8	8.4.4	Company and head office overhead costs for the duration of the contract	Month	18		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
1.9	8.4.5	Other time-related obligations Occupational health & safety act compliance with the occupational health & safety act no. 85 of 1993 in terms of the standard specifications and including compliance with covid 19 regulations as detailed in the Standard Specifications	Month	18		
1.9.1	a)					
1.9.2	b)	Allowance for a construction safety officer for the duration of construction	Month	18		
1.9.3	c)	Allowance for compliance with the Environmental Management Plan as detailed in the Standard Specifications	Month	18		
	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.10	a)	For work to be executed by the Contractor and valued in terms of the "valuation of variations" clause in the conditions of contract				
1.10.1	i)	Compensation for hire of a Community Liaison Officer (CLO) for the duration of construction	Prov Sum			176 400.00
1.10.2	ii)	Compensation for the Project Steering Committee (PSC) for the duration of construction	Prov Sum			72 000.00
1.10.3	iii)	Allowance for Engineering Surveyor as directed by the Engineer	Prov Sum			48 000.00
1.10.4	iv)	Allowance for specialised testing as directed by the Engineer	Prov Sum			60 000.00
1.10.5	v)	Provision of "as-built" survey data and drawings upon completion of the works as directed by the Engineer	Prov Sum			60 000.00
1.10.6	vi)	Contractors overheads, charges and profit on items 1.10.1 to 1.10.5 above (State % and extend as an amount)	%		416 400.00	
1.11	b) 1)	For work to be executed by the Employer or a nominated subcontractor				
1.11.1	i)	Mechanical and Electrical works to be executed by a specialist contractor	Prov Sum			4 440 000.00
1.11.2	ii)	Contractors overheads, charges and profit on items 1.11.1 above (State % and extend as an amount)	%		4 440 000.00	
1.11.3	c)	Management of SMME's	Prov Sum			360 000.00
1.11.4	d)	Preliminary & General for SMME's	Prov Sum			1 250 000.00
	8.7	DAYWORK				
1.12	a)	Labour				
1.12.1	1)	Unskilled labour (General labour)	hr	500		
1.12.2	2)	Semi-skilled labour (Pipelayer, section leader)	hr	200		
1.12.3	3)	Skilled labour (Artisan)	hr	120		
1.12.4	4)	Survey (Including assistants and equipment)	hr	40		
1.12.5	5)	Foreman	hr	40		
1.13	b)	Plant				
1.13.1	1)	Compressor complete with hoses, hand tools and pipe (Minimum air output 7m³/min)	hr	100		
1.13.2	2)	Excavator (Minimum 75kW)	hr	20		
1.13.3	3)	Grader (Minimum 112kW)	hr	10		
1.13.4	4)	Tractor loader backhoe (Minimum 45kW)	hr	50		
1.13.5	5)	Front end loader (Minimum 60kW)	hr	10		
1.13.6	6)	Tip truck (Minimum load capacity of 6m³)	hr	50		
1.13.7	7)	Vibrating pedestrian roller (Minimum 3,7kW)	hr	40		
1.13.8	8)	Vibrating plate compactor (Minimum 2,0kW)	hr	40		
1.13.9	9)	Vibro roller (Minimum 12 ton)	hr	40		
1.13.10	10)	Water tanker with boom sprinkler (Minimum capacity of 6000 litre)	hr	50		
1.13.11	11)	Bulldozer (Minimum D6)	hr	10		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
1.13.12	12)	Generator (Minimum 10kW)	hr	20		
1.13.13	13)	Dewatering pumps complete with own generators and accessories	hr	20		
	8.8	TEMPORARY WORKS				
1.14	8.8.1	Main access road to works (construct and maintain)	Month	18		
1.15	8.8.2	Dealing with traffic (or accommodation of traffic)	Month	18		
1.16	8.8.4	Existing services				
1.16.1	c)	Excavation by hand in soft material to expose existing services	m ³	50		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 C	SECTION 2: SITE CLEARANCE				
	8.2	SCHEDULED ITEMS				
2.1	8.2.1	Clear and grub	ha	0.7		
2.2	8.2.2	Remove and grub large trees and tree stumps of girth				
2.2.1	a)	Over 1m and up to and including 2m	No.	20		
2.2.2	b)	Over 2m and up to and including 3m	No.	10		
2.3	8.2.5	Take down existing fences	km	0.4		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 D	SECTION 3: EARTHWORKS				
	8.3	SCHEDULED ITEMS				
3.1	8.3.1	Site preparation				
3.1.2	8.3.1.2	Remove topsoil to nominal depth of 150mm, stockpile and maintain	m ²	6 725		
3.2	8.3.2	Bulk excavation				
3.2.1	a)	Excavate in all materials and use for embankment or backfill or dispose, as ordered				
3.2.1.1	i)	Bulk cut directly to fill for construction of platforms in 150mm thick layers including compaction to 95% MOD AASHTO	m ³	1 600		
3.2.1.2	ii)	Bulk cut to stockpile to fill on site for construction of platforms in 150mm thick layers including compaction to 95% MOD AASHTO	m ³	2 850		
3.2.1.3	iii)	Bulk cut and dispose off site as ordered	m ³	19 600		
3.2.2	b)	Extra-over for				
3.2.2.1	2)	Hard rock excavation	m ³	985		
3.2.2.2	3)	Boulder excavation, Class A	m ³	200		
3.2.2.3	4)	Boulder excavation, Class B	m ³	200		
3.3	8.3.3	Restricted excavation				
3.3.1	a)	Excavate for restricted foundations, footings and pipe trenches in all materials and use for backfill or embankment or dispose	m ³	250		
3.3.2	b)	Extra-over for				
3.3.2.1	2)	Hard rock excavation	m ³	15		
3.3.2.2	3)	Boulder excavation, Class A	m ³	10		
3.3.2.3	4)	Boulder excavation, Class A	m ³	10		
3.4	8.3.4	Importing of materials				
3.4.1	a)	Extra-over for importing of materials from commercial sources or from borrow pits				
3.4.1.1	i)	G7 Material for replacement of inferior quality platform material compact to 95% MOD AASHTO	m ³	700		
3.5	8.3.9	Extra-over for backfill or for fill against structures				
3.5.1	i)	G7 material from commercial sources compacted to 95% MOD AASHTO	m ³	500		
3.5.2	ii)	Material from stockpile above (Item 2.2.1.2) compact to 95% MOD AASHTO	m ³	665		
3.6	8.3.10	Topsoiling	m ²	2 370		
3.7	8.3.11	Grassing or other vegetation cover	m ²	2 370		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 DB	SECTION 4: EARTHWORKS (PIPE TRENCHES)				
	8.3	SCHEDULED ITEMS				
4.1	8.3.2	Excavation				
4.1.1	a)	Excavate in all material for trenches, backfill, compact and dispose of surplus material				
4.1.1.1	1)	Medium pressure pipelines (Section L) of 500mm diameter and less in depths as follows Over and Up to				
4.1.1.1.1	i)	0.6m 1.0m	m	-		
4.1.1.1.2	ii)	1.0m 1.5m	m	215		
4.1.1.1.3	iii)	1.5m 2.0m	m	320		
4.1.1.1.4	iv)	2.0m 2.5m	m	-		
4.1.1.1.5	v)	2.5m 3.0m	m	-		
4.1.1.1.6	vi)	3.0m 4.0m	m	-		
4.1.1.2	2)	Cable ducts (Section LC) of 160mm diameter and less in depths as follows Over and Up to				
4.1.1.2.1	i)	0.6m 1.0m	m	230		
4.1.1.2.2	ii)	1.0m 1.5m	m	230		
4.1.1.2.3	iii)	1.5m 2.0m	m	-		
4.1.1.2.4	iv)	2.0m 2.5m	m	-		
4.1.1.2.5	v)	2.5m 3.0m	m	-		
4.1.1.3	3)	Stormwater drainage (Section LE) of 450mm diameter and less in depths as follows Over and Up to				
4.1.1.3.1	i)	0.6m 1.0m	m	-		
4.1.1.3.2	ii)	1.0m 1.5m	m	-		
4.1.1.3.3	iii)	1.5m 2.0m	m	-		
4.1.1.3.4	iv)	2.0m 2.5m	m	-		
4.1.1.3.5	v)	2.5m 3.0m	m	-		
4.1.2	b)	Extra-over item (a) for:				
4.1.2.1	2)	Hard rock excavation	m ³	70		
4.1.3	c)	Excavate and dispose of unsuitable material from trench bottom	m ³	160		
4.2	8.3.3	Excavation ancillaries				
4.2.1	8.3.3.1	Make up deficiency in backfill material				
4.2.1.1	a)	From other necessary excavations on site	m ³	35		
4.2.1.2	b)	By importation from designated borrow pits	m ³	25		
4.2.1.3	c)	By importation from commercial or off-site sources selected by the Contractor	m ³	80		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 DK	SECTION 5: GABIONS AND PITCHING				
	8.2	SCHEDULED ITEMS				
5.1	8.2.1	Surface preparation for bedding of gabions				
5.1.1	a)	Cavities filled with approved excavated material or rock	m ²	105		
5.1.2	b)	cavities filled with grade 15 concrete	m ²	30		
5.2	8.2.2	Gabions				
5.2.1	a)	Supply and install all materials to construct reno mattresses and gabions using mesh type 60x80 with 3.2mm, class A galvanised and PVC coated wire to the following Dimensions:				
5.2.1.1	i)	2.0 x 1.0 x 0.3m Reno mattress	m ³	16		
5.2.1.2	ii)	2.0 x 1.0 x 1.0m Gabion basket	m ³	52		
5.3	8.2.3	Extra-over for packing selected stone for exposed face	m ²	155		
5.4	8.2.4	Geotextile: Supply and install as follows:				
5.4.1	i)	A4 non-woven, needle-punched geotextile material to reno mattress and gabion baskets	m ²	225		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 DM	SECTION 6: EARTHWORKS (ROADS, SUBGRADE)				
	8.3	SCHEDULED ITEMS				
6.1	8.3.3	Treatment of road-bed				
6.1.1	a)	Road-bed preparation and compaction of material to				
6.1.1.1	2)	Minimum of 93% of modified AASHTO maximum density				
6.1.1.1.1	i)	In-situ preparation for structural platforms	m ³	700		
6.2	8.3.5	Selected layer compacted to 93% of modified AASHTO maximum density				
6.2.1	i)	G7 material from commercial sources for construction of the selected layer to replace inferior material including compaction to 93% of modified AASHTO maximum density	m ³	350		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 G	SECTION 7: CONCRETE (STRUCTURAL)				
7.1		SETTLING BASIN 1 & 2				
7.1.1	8.2	SCHEDULED FORMWORK ITEMS				
7.1.1.1	8.2.1	Rough				
7.1.1.1.1	i)	Vertical face to wall foundation	m ²	300		
7.1.1.1.2	ii)	Vertical face to channel support column foundation	m ²	13		
7.1.1.1.3	iii)	Vertical external face to sump walls	m ²	8		
7.1.1.1.4	iv)	Vertical external face to scour chamber floor slab	m ²	2		
7.1.1.1.5	v)	Horizontal plane to scour chamber roof slab	m ²	7		
7.1.1.1.6	vi)	Vertical external face to bypass sump chamber floor slab	m ²	2		
7.1.1.1.7	viii)	Vertical face to ground beams	m ²	10		
7.1.1.2	8.2.2	Smooth				
7.1.1.2.1	i)	Vertical face to walls	m ²	3 650		
7.1.1.2.2	ii)	Vertical face to channel support columns	m ²	52		
7.1.1.2.3	iii)	Horizontal plane to channel slab soffit	m ²	95		
7.1.1.2.4	iv)	Vertical face to channel floor slab	m ²	28		
7.1.1.2.5	v)	Vertical face to channel walls	m ²	186		
7.1.1.2.6	vi)	Vertical face to scour chamber walls	m ²	105		
7.1.1.2.7	vii)	Vertical face to scour chamber roof slab	m ²	3		
7.1.1.2.8	viii)	Vertical face to bypass sump chamber walls	m ²	50		
7.1.1.3	8.2.3	Special smooth, repaired and rubbed				
7.1.1.3.1	i)	Chamfers and rebates for vertical and horizontal sides of walls (25mm x 25mm)	m	750		
7.1.1.3.2	ii)	Chamfers and rebates for vertical and horizontal sides of channel walls (25mm x 25mm)	m	150		
7.1.1.3.3	iii)	Ogee shaped weir crest to basin inlet cast to detail	m	30		
7.1.1.3.4	iv)	Ogee shaped weir crest to basin outlet/channel inlet cast to detail	m	30		
7.1.1.4	a)	Kayteck multi-cell structure (Size listed below) laid out on site and secured in place with fixing stakes all complete (Concrete measured elsewhere)				
7.1.1.4.1	i)	150mm deep 200mm x 200mm cell size to basin 1 & 2 floors and ramps	m ²	1 880		
7.1.1.5	8.2.6	Box out holes / form voids				
7.1.1.5.1	b)	Small, other than circular, of area up to and including 0.1 m ²	No	20		
7.1.1.5.2	d)	Large, other than circular, of area over 0.1 m ² up to and including to 0.5 m ²	No	6		
7.1.2	8.3	SCHEDULED REINFORCEMENT ITEMS				
7.1.2.1	8.3.1	Steel bars				
7.1.2.1.1	i)	Mild steel bars up to and including 32mm	t	1		
7.1.2.1.2	ii)	High tensile steel bars up to and including 32mm	t	135		
7.1.2.2	8.3.2	High-tensile welded mesh				
7.1.2.2.1	i)	Mesh reference 395	m ²	260		
7.1.2.2.2	ii)	Mesh reference 617	m ²	310		
7.1.3	8.4	SCHEDULED CONCRETE ITEMS				
7.1.3.1	8.4.1	Prescribed mix concrete				
7.1.3.1.1	i)	75mm no-fines concrete layer in 1:8 (cement/stone mix)	m ³	25		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
7.1.3.2	8.4.2	Blinding layer in concrete				
7.1.3.2.1	i)	Maximum up to 150mm thick 15MPa	m ³	75		
7.1.3.3	8.4.3	Strength concrete, Grade				
7.1.3.3.1	1)	25MPa/19mm concrete				
7.1.3.3.1.1	i)	Chamber floor slabs	m ³	4		
7.1.3.3.1.2	ii)	Chamber roof slabs	m ³	3		
7.1.3.3.1.3	iii)	Chamber walls	m ³	4		
7.1.3.3.1.4	iv)	Wall foundations	m ³	300		
7.1.3.3.1.5	v)	Column foundations	m ³	4		
7.1.3.3.1.6	vi)	Columns	m ³	4		
7.1.3.3.1.7	vii)	Basin 1 & 2 Floors	m ³	170		
7.1.3.3.2	2)	35MPa/19mm watertight concrete including Penetron waterproofing additive				
7.1.3.3.2.1	i)	Walls	m ³	660		
7.1.3.3.2.2	ii)	Floor slabs	m ³	10		
7.1.3.3.2.3	iii)	Channel floor	m ³	25		
7.1.3.3.2.4	iv)	Channel walls	m ³	18		
7.1.3.3.2.5	v)	Sump walls and floor	m ³	10		
7.1.3.4	8.4.4	Unformed surface finishes				
7.1.3.4.1	a)	Wood-floated finish				
7.1.3.4.1.1	i)	Top of wall foundation	m ²	620		
7.1.3.4.1.2	ii)	Top of chamber floor slab	m ²	8		
7.1.3.4.1.3	iv)	Top of column foundations	m ²	15		
7.1.3.4.1.4	v)	Floor slab	m ²	1 655		
7.1.3.4.2	b)	Steel-floated finish				
7.1.3.4.2.1	i)	Top of walls	m ²	130		
7.1.3.4.2.2	ii)	Top of sump floor	m ²	1		
7.1.3.4.2.3	iii)	Top of chamber roof slab	m ²	8		
7.1.3.4.3	c)	Power-floated finish				
7.1.3.4.3.1	i)	Floor slab	m ²	-		Rate Only
7.1.4	8.5	JOINTS				
7.1.4.1	i)	Type A as shown on Drawing, rate to include approved sikadur combiflex bandage, cordex backing cord, expanded Polyethylene joint filler and Bitumen surface preparation	m	100		
7.1.4.2	ii)	Type B as shown on Drawing, rate to include approved Sikadur combiflex bandage, cordex backing cord and Bitumen coating to foundation	m	100		
7.1.4.3	iii)	Horizontal construction joint (Dry joint) in walls prepared and prepped to receive Penetron "Penebar" water bar between casts	m	800		
7.1.5	8.7	GROUTING				
7.1.5.1	a)	Under bases (or beds)	m ³	0.50		
7.1.5.2	b)	HD bolts, etc.	No.	-		Rate Only
7.1.6		TESTING				
7.1.6.1	i)	Water tightness testing in terms of BS8007 Clause 9.2	Sum	1		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
7.2		STORAGE DAM 1				
7.2.1	8.2	SCHEDULED FORMWORK ITEMS				
7.2.1.1	a)	Kayteck multi-cell structure (Size listed below) laid out on site and secured in place with fixing stakes all complete (Concrete measured elsewhere)				
7.2.1.1.1	i)	150mm deep 200mm x 200mm cell size to storage dam floors and embankments	m ²	3 400		
7.2.1.2	8.2.6	Box out holes / form voids				
7.2.1.2.1	b)	Small, other than circular, of area up to and including 0.1 m ²	No	3		
7.2.1.2.2	d)	Large, other than circular, of area over 0.1 m ² up to and including to 0.5 m ²	No	3		
7.2.2	8.3	SCHEDULED REINFORCEMENT ITEMS				
7.2.2.1	8.3.1	Steel bars				
7.2.2.1.1	i)	Mild steel bars up to and including 32mm	t	2		
7.2.2.1.2	ii)	High tensile steel bars up to and including 32mm	t	2		
7.2.3	8.4	SCHEDULED CONCRETE ITEMS				
7.2.3.1	8.4.1	Prescribed mix concrete				
7.2.3.1.1	i)	75mm no-fines concrete layer in 1:8 (cement/stone mix)	m ³	150		
7.2.3.2	8.4.3	Strength concrete, Grade				
7.2.3.2.1	1)	25MPa/19mm concrete				
7.2.3.2.1.1	i)	Floors	m ³	300		
7.2.3.2.1.2	ii)	Sloped walls / embankments	m ³	220		
7.2.3.3	8.4.4	Unformed surface finishes				
7.2.3.3.1	a)	Wood-floated finish				
7.2.3.3.1.1	i)	Floors	m ²	1 960		
7.2.3.3.1.2	ii)	Sloped walls / embankments	m ²	1 450		
7.2.4	8.7	GROUTING				
7.2.4.1	a)	Under bases (or beds)	m ³	0.50		
7.2.4.2	b)	HD bolts, etc.	No.	-		Rate Only
7.3		PUMP STATION				
7.3.1	8.2	SCHEDULED FORMWORK ITEMS				
7.3.1.1	8.2.1	Rough				
7.3.1.1.1	i)	Vertical face to wall foundation	m ²	18		
7.3.1.2	8.2.2	Smooth				
7.3.1.2.1	i)	Vertical face to walls	m ²	430		
7.3.1.2.2	ii)	Vertical face to beams	m ²	8		
7.3.1.2.3	iii)	Horizontal plane to beams	m ²	4		
7.3.1.2.4	iv)	Horizontal plane to slab soffit	m ²	45		
7.3.1.2.5	v)	Horizontal plane to plinths and trench sides	m ²	10		
7.3.1.3	8.2.3	Special smooth, repaired and rubbed				
7.3.1.3.1	i)	Chamfers and rebates for vertical and horizontal sides of walls and beams (25mm x 25mm)	m	120		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
7.3.1.4	8.2.6	Box out holes / form voids				
7.3.1.4.1	b)	Small, other than circular, of area up to and including 0.1 m ²	No	1		
7.3.1.4.2	d)	Large, other than circular, of area over 0.1 m ² up to and including to 0.5 m ²	No	4		
7.3.2	8.3	SCHEDULED REINFORCEMENT ITEMS				
7.3.2.1	8.3.1	Steel bars				
7.3.2.1.1	i)	Mild steel bars up to and including 32mm	t	1		
7.3.2.1.2	ii)	High tensile steel bars up to and including 32mm	t	12		
7.3.2.2	8.3.2	High-tensile welded mesh				
7.3.2.2.1	i)	Mesh reference 395	m ²	-		Rate Only
7.3.2.2.2	ii)	Mesh reference 617	m ²	90		
7.3.3	8.4	SCHEDULED CONCRETE ITEMS				
7.3.3.1	8.4.1	Prescribed mix concrete				
7.3.3.1.1	i)	75mm no-fines concrete layer in 1:8 (cement/stone mix)	m ³	-		Rate Only
7.3.3.2	8.4.2	Blinking layer in concrete				
7.3.3.2.1	i)	Maximum up to 150mm thick 15MPa	m ³	3		
7.3.3.3	8.4.3	Strength concrete, Grade				
7.3.3.3.1	1)	25MPa/19mm concrete				
7.3.3.3.1.1	i)	Wall foundations	m ³	9		
7.3.3.3.2	2)	35MPa/19mm watertight concrete including Penetron waterproofing additive				
7.3.3.3.2.1	i)	Walls	m ³	65		
7.3.3.3.2.2	ii)	Beams	m ³	2		
7.3.3.3.2.3	iii)	Slabs	m ³	11		
7.3.3.4	8.4.4	Unformed surface finishes				
7.3.3.4.1	a)	Wood-floated finish				
7.3.3.4.1.1	i)	Top of wall foundation	m ²	23		
7.3.3.4.2	b)	Steel-floated finish				
7.3.3.4.2.1	i)	Floor Slab	m ²	43		
7.3.3.4.2.2	ii)	Roof Slab	m ²	43		
7.3.3.4.2.3	iii)	Plinths Slab	m ²	4		
7.3.3.4.3	c)	Power-floated finish				
7.3.3.4.3.1	i)	Floor slab	m ²	-		Rate Only
7.3.4	8.5	JOINTS				
7.3.4.1	i)	Type A as shown on Drawing, rate to include approved sikadur combiflex bandage, cordex backing cord, expanded Polyethylene joint filler and Bitumen surface preparation	m	25		
7.3.4.2	ii)	Type B as shown on Drawing, rate to include approved Sikadur combiflex bandage, cordex backing cord and Bitumen coating to foundation	m	15		
7.3.4.3	iii)	Horizontal construction joint (Dry joint) in walls prepared and prepped to receive Penetron "Penebar" water bar between casts	m	80		
7.3.5	8.7	GROUTING				
7.3.5.1	a)	Under bases (or beds)	m ³	0.50		
7.3.5.2	b)	HD bolts, etc.	No.	-		Rate Only
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 HA	SECTION 8: STRUCTURAL STEELWORK (SUNDRY ITEMS)				
	8.3	SCHEDULED ITEMS				
8.1	8.3.1	Structural Steel				
8.1.1	a)	Fencing, supply, manufacture and erect complete				
8.1.1.1	i)	Supply and install complete 2.4 m high clearvu fence with aperture 76x13x3.3mm including all support posts and concrete bases all in accordance with manufacturers specifications	m	355		
8.1.1.2	ii)	Supply and install 2.4 m high x 3m wide clearvu gate with aperture 76x13x3.3mm including all support posts, locking mechanism and concrete bases all in accordance with manufacturers specifications	No.	2		
8.1.2	b)	Valve chamber specials, supply, manufacture and install complete				
8.1.2.1	i)	Supply and install 900mm x 900mm manhole covers with locking mechanism (Complete as per drawing)	No.	2		
8.1.2.2	ii)	Supply and install galvanized vermin proof roof ventilators (Complete as per drawing)	No.	4		
8.1.3	c)	Floor grating, supply, manufacture and install complete				
8.1.3.1	i)	Supply and install rectagrid RS40 grating (300mm wide) over box drain including angle iron supports and fixing details (Complete as per drawing)	m ²	210		
8.1.4	d)	Structural steel I-Beams, supply manufacture and erection				
8.1.4.1	i)	Supply and install structural I-beams to pumpstation roof including all bolts etc.	t	1		
8.2	8.3.3	Ladders, complete and installed				
8.2.1	i)	Supply and install Galvanized mild steel ladders to pumpstation (Complete as per drawing)	No.	2		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 L	SECTION 9: MEDIUM-PRESSURE PIPELINES				
	8.2	SCHEDULED ITEMS				
9.1	8.2.1	Supply, lay and bed pipes complete with couplings				
9.1.1	a)	315mm diameter uPVC class 9	m	235		
9.1.2	b)	500mm diameter uPVC class 9	m	275		
9.1.3	c)	300mm diameter GMS flanged (Table 10) pipe	m	10		
9.1.4	d)	450mm diameter GMS flanged (Table 10) pipe	m			Rate Only
9.1.5	e)	500mm diameter GMS flanged (Table 10) pipe	m	15		
9.2	8.2.2	Extra-over 8.2.1 for the supplying, laying and bedding of specials complete with couplings				
9.2.1	a)	Cast iron end caps				
9.2.1.1	1)	315mm	No.	1		
9.2.1.2	2)	500mm	No.	1		
9.2.2	b)	Cast iron equal tee's				
9.2.2.1	1)	315mm x 315mm x 315mm	No.	1		
9.2.2.2	2)	500mm x 500mm x 500mm	No.	1		
9.2.3	c)	Cast iron reducers				
9.2.3.1	1)	315mm x 450mm	No.	1		
9.2.3.2	2)	450mm x 500mm	No.	2		
9.2.4	d)	uPVC Bends				
9.2.4.1	1)	Class 9				
9.2.4.1.1	i)	315mm diameter x 22.5°	No.	1		
9.2.4.1.2	ii)	315mm diameter x 45°	No.	2		
9.2.4.1.3	iii)	315mm diameter x 90°	No.	1		
9.2.4.1.4	iv)	500mm diameter x 22.5°	No.	2		
9.2.4.1.5	v)	500mm diameter x 45°	No.	2		
9.2.4.1.6	vi)	500mm diameter x 90°	No.	8		
9.2.5	e)	Viking Johnson Flange Adaptors or similar approved				
9.2.5.1	1)	300mm	No.	2		
9.2.5.2	2)	500mm	No.	21		
9.2.6	f)	Galvanized mild steel puddle pipes, flanged one end (maximum length 1500mm long)				
9.2.6.1	1)	150mm	No.	16		
9.2.6.2	2)	300mm	No.	4		
9.2.6.3	3)	450mm	No.			Rate Only
9.2.6.4	4)	500mm	No.	5		
9.3	8.2.3	Extra-over 8.2.1 for the supplying, fixing and bedding of valves				
9.3.1	a)	Isolating valve chamber fittings on 315mm diameter pipe as per drawing				
9.3.1.1	i)	300mm Ø VJ flange adaptor or similar approved	No.	6		
9.3.1.2	ii)	300mm Ø Nominal bore GMS puddle pipe, flanged one end, total length 1200mm	No.	2		
9.3.1.3	iii)	300mm Ø AVK RS gate valve class 25 with hand wheel or similar approved cast onto concrete pedestal	No.	2		
9.3.1.4	iv)	300mm Ø Nominal bore GMS puddle pipe, flanged both ends, total length 1100mm	No.	2		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
9.3.2	b)	Isolating valve chamber fittings on 500mm diameter pipe as per drawing				
9.3.2.1	i)	500mm Ø VJ flange adaptor or similar approved	No.	15		
9.3.2.2	ii)	500mm Ø Nominal bore GMS puddle pipe, flanged both ends, total length 1200mm	No.	5		
9.3.2.3	iii)	500mm Ø AVK RS gate valve class 25 with hand wheel or similar approved cast onto concrete pedestal	No.	5		
9.3.2.4	iv)	500mm Ø Nominal bore GMS puddle pipe, flanged one end, total length 1300mm	No.	5		
9.3.3	c)	Isolating valve chamber fittings on 500mm diameter pipe as per drawing				
9.3.3.1	i)	500mm Ø VJ flange adaptor or similar approved	No.	3		
9.3.3.2	ii)	500mm Ø to 450mm Ø GMS reducer flanged both ends	No.	3		
9.3.3.3	iii)	450mm Ø Nominal bore GMS puddle pipe, flanged one end, total length 1700mm	No.	1		
9.3.3.4	iv)	450mm Ø VJ flange adaptor or similar approved	No.	5		
9.3.3.5	v)	450mm Ø AVK RS gate valve class 25 with hand wheel or similar approved cast onto concrete pedestal	No.	2		
9.3.3.6	vi)	450mm Ø Nominal bore GMS flanged equal tee, total length 1250mm	No.	2		
9.3.3.7	Vii)	450mm Ø Nominal bore GMS puddle pipe, flanged one end, total length 1300mm	No.	3		
9.3.3.8	Viii)	450mm Ø class 25 AVK swing check valve or similar approved cast onto concrete pedestal	No.	2		
9.4	8.2.13	Valve and hydrant chambers, etc				
9.4.1	a)	Manholes (1800mm x 1800mm internal width) complete including cover and frame provided in the following depths:				
9.4.1.1	i)	Over & Up to 1.0m 2.0m	No.			Rate Only
9.4.1.2	ii)	2.0m 3.0m	No.	2		
9.4.1.3	ii)	3.0m 4.0m	No.	1		
9.4.2	b)	Manholes (5000mm x 3500mm internal width) complete including cover and frame provided in the following depths:				
9.4.2.1	i)	Over & Up to 1.0m 2.0m	No.	1		
9.4.2.2	ii)	2.0m 3.0m	No.			Rate Only
9.4.2.3	ii)	3.0m 4.0m	No.			Rate Only
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 LB	SECTION 10: BEDDING (PIPES)				
	8.2	SCHEDULED ITEMS				
10.1	8.2.1	Provision of bedding from trench excavation				
10.1.1	a)	Selected granular material	m ³	40		
10.1.2	b)	Selected fill material	m ³	240		
10.2	8.2.2	Supply only of bedding by importation				
10.2.1	8.2.2.3	From commercial sources				
10.2.1.1	a)	Selected granular material	m ³	60		
10.2.1.2	b)	Selected fill material	m ³	360		
10.3	8.2.4	Encasing of pipes in concrete	m ³	5		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 LC	SECTION 11: CABLE DUCTS				
	8.2	SCHEDULED ITEMS				
11.1	8.2.5	Supply, lay, bed, and prove duct				
11.1.1	a)	Supply, lay, joint, bed (SABS 1200 Drawing LB-2 (a) Flexible pipes bedding) and build into draw pits, proving, and providing draw wires as follows				
11.1.1.1	i)	110mm diameter green HDPE Kabel flex ducts with double wall construction and smooth inner wall finish including all couplings and 16x1mm polyester silicone coated draw tape/wire	m	200		
11.1.1.2	ii)	110mm diameter black HDPE Kabel flex ducts with double wall construction and smooth inner wall finish including all couplings and 16x1mm polyester silicone coated draw tape/wire	m	200		
11.1.1.3	iii)	90mm diameter HDPE PN10 black cable duct (Lain in one single length) including a 1mm polyester silicone coated draw tape/wire	m	50		
11.2	8.2.7	Draw pits/manholes				
11.2.1	i)	740x740 internal width manhole complete including cover and frame	No.	8		
11.3	8.2.8	Cable Markers				
11.3.1	a)	Route markers	No.	10		
11.3.2	b)	Kerb markers	No.	4		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 LE	SECTION 12: STORMWATER DRAINAGE				
	8.2	SCHEDULED ITEMS				
12.1	8.2.10	Accessories				
12.1.1	d)	Other accessories				
12.1.1.1	1)	Stormwater headwalls complete	No.	2		
12.1.1.2	2)	Subsoil drain, supply and lay sub-soil drainage pipes as follows including excavation:				
12.1.1.2.1	i)	Perforated uPVC Pipes - 160mm diameter	m	155		
12.1.1.2.2	ii)	Perforated uPVC Pipes - 110mm diameter	m	935		
12.1.1.2.3	iii)	Geofabric bidim grade A2 - laid in trench with width of 0.3 metres and depth of 0.3 metres, including 200mm overlap	m ²	500		
12.1.1.2.4	iv)	19mm stone laid in subsoil drainage trench as per detail	m ³	32		
12.1.1.2.5	v)	Concrete cap for 110 mm diameter subsoil drainage System	No	5		
12.1.1.3	3)	Fin drain composite in plane drainage system, supply and lay fin drain as follows including excavation:				
12.1.1.3.1	i)	Composite fin drain, Perforated uPVC Pipes - 110mm diameter complete including fin as per detail to maximum 3m high	m	190		
12.1.1.3.2	ii)	Geofabric bidim grade A2 - laid in trench with width of 0.3 metres and depth of 0.3 metres, including 200mm overlap	m ²	265		
12.1.1.3.3	iii)	19mm stone laid in fin drain drainage trench as per detail	m ³	18		
12.1.1.3.4	iv)	Concrete cap for 110 mm diameter fin drain drainage System	No	4		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 ME	SECTION 13: SUBBASE				
	8.3	SCHEDULED ITEMS				
13.1	8.3.3	Construct the subbase course / shoulders / gravel wearing course with material from commercial sources or designated borrow areas				
13.1.2	i)	G7 material from commercial sources for construction of the subbase layer for the structural platforms including compaction to 95% of modified AASHTO maximum density	m ³	700		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 MF	SECTION 14: BASE				
	8.3	SCHEDULED ITEMS				
14.1	8.3.3	Construct base with material from commercial sources or designated borrow areas				
14.1.1	a)	Gravel material				
14.1.1.1	i)	G5 material from commercial sources for construction of the base layer for the structural platforms including compaction to 98% of modified AASHTO maximum density	m ³	700		
TOTAL CARRIED FORWARD TO SUMMARY						

ITEM NO.	PAYMENT REFERS	DESCRIPTION	UNIT	BILLED QUANTITY	RATE	AMOUNT
	SABS 1200 MJ	SECTION 15: SEGMENTED PAVING				
	8.2	SCHEDULED ITEMS				
15.1	8.2.1	Provision of edge restraints				
15.1.1	i)	In-situ concrete cast edge beam to support pavers. Concrete 25/19MPa beam 200mm wide 300mm deep	m	15		
15.2	8.2.2	Construction of paving complete				
15.2.1	i)	50mm Thick concrete bond paver - grey for walkways	m ²	150		
15.3	8.2.3	Cutting units to fit edge restraints	m	65		
TOTAL CARRIED FORWARD TO SUMMARY						

CONSTRUCTION OF ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS			
SUMMARY PAGE TO BILL OF QUANTITIES			
BOQ MEASUREMENT - SUMMARY OF SCHEDULE OF QUANTITIES			
Section	SABS 1200	Description	Amount
1	1200 A	GENERAL	
2	1200 C	SITE CLEARANCE	
3	1200 D	EARTHWORKS	
4	1200 DB	EARTHWORKS (PIPE TRENCHES)	
5	1200 DK	GABIONS AND PITCHING	
6	1200 DM	EARTHWORKS (ROADS, SUBGRADE)	
7	1200 G	CONCRETE (STRUCTURAL)	
8	1200 HA	STRUCTURAL STEELWORK (SUNDRY ITEMS)	
9	1200 L	MEDIUM-PRESSURE PIPELINES	
10	1200 LB	BEDDING (PIPES)	
11	1200 LC	CABLE DUCTS	
12	1200 LE	STORMWATER DRAINAGE	
13	1200 ME	SUBBASE	
14	1200 MF	BASE	
15	1200 MJ	SEGMENTED PAVING	
16	SUB-TOTAL OF BILL OF QUANTITIES		
17	Allow 15% Contingencies to be used as directed		
18	SUB-TOTAL INCLUDING CONTINGENCIES		
19	Allow 7.5% for Escalation		
20	SUB-TOTAL INCLUDING ESCALATION		
21			
22	NETT TOTAL OF TENDER		
23	Allow 15% Value Added Tax (VAT)		
24			
25	GROSS TOTAL OF TENDER (CARRIED TO FORM OF OFFER AND ACCEPTANCE)		

Maximum time for completion of the works to be completed in eighteen (18) months.

Tenderer's tendered time for completion months / weeks.

Signature of Tenderer:

Date:

PARTC3: SCOPE OF WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

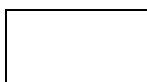
C3.1 DESCRIPTION OF WORKS**C3.1.1 EMPLOYER'S OBJECTIVES**

The objectives of the Joe Gqabi District Municipality are to augment the existing Aliwal North Water Treatment Works so as to make additional treatment capacity available to the Joe Gqabi District Municipality in order to accommodate the demand.

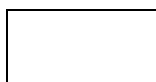
C3.1.2 OVERVIEW OF THE WORKS

The project would consist of the following:

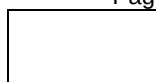
1. Abstraction from Orange River:
 - a. Extension of existing abstraction arrangements and the addition of a pump set.
2. 450mm diameter rising main:
 - a. Water to be pumped from the abstraction point to the new pre-sedimentation basins.
3. Pre-sedimentation Basins
 - a. Construction of two new pre-sedimentation basins.
 - b. The basins would be constructed of reinforced concrete walls and concrete surface bed.
 - c. Only one basin would be operational at time and the sludge would be removed mechanically with a TLB or similar.
 - d. The basins would allow for easy access of machinery to allow for cleaning.
 - e. Fencing of the basins
4. Holding dam No 1 – 9.5 MI
 - a. New holding dam lined with concrete for water proofing and protection.
 - b. Width of dam = 30 metres
 - c. Length of dam = 60 metres
 - d. Depth of dam = 6.5 metres
 - e. Volume of dam = 9.5MI
 - f. Fencing of the holding dam
5. Raw water pumpstation
 - a. Construction of a new pumpstation that will be supplied with raw water via a deep well sump from both the pre-sedimentation basins and holding dam no. 1.
 - b. Raw water from the pump station will be pumped via a 500mm diameter pump main to the existing works.
 - c. Construction of valve chambers and the like.



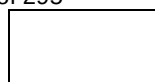
Contractor



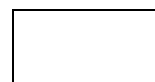
Witness 1



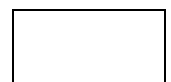
Witness 2



Employer



Witness 1



Witness 2

The location of the works is at the Aliwal North Water Treatment Works, Aliwal North, Eastern Cape. Coordinates: Lat: 30°40'47.43"S, long: 26°43'2.09"E

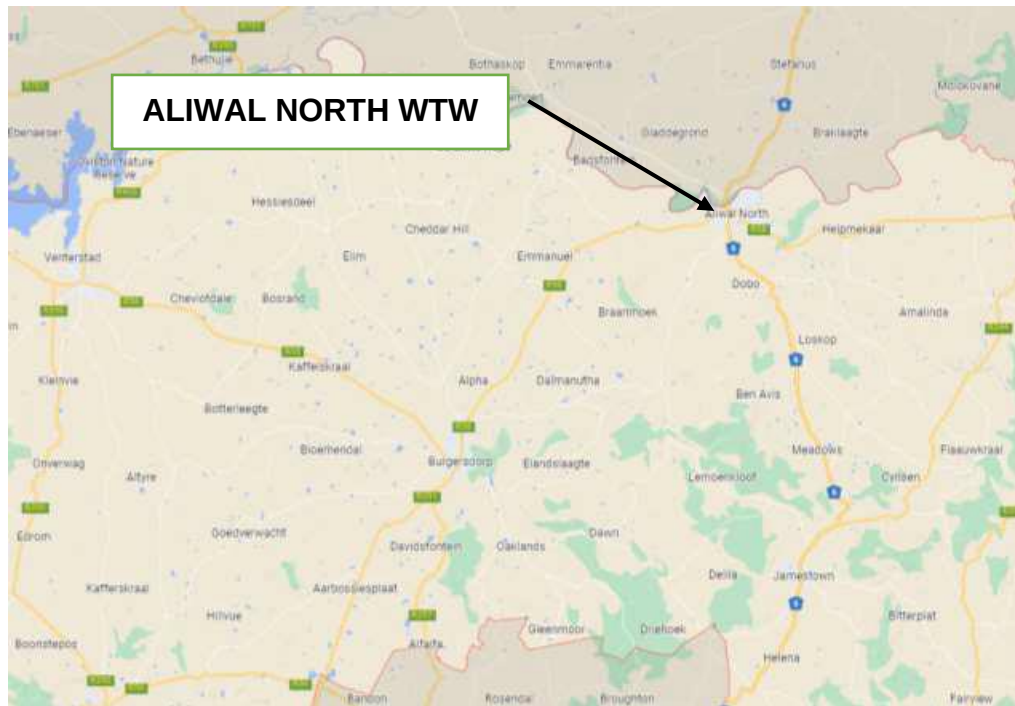


Figure 1: Location of Aliwal North WTW

Contractor

Witness 1

Page

Witness 2

200

Employer

11

Witness 1

Witness 2

C3.1.4 LABOUR INTENSIVE CONSTRUCTION

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.

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

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.

C3.1.4.1 Targeted Labour:

Individuals, employed by the main contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with a recognition by the residents of the target area.

The Project Steering Committee (PSC) will direct where labour is drawn from as a priority prior to drawing labour under their guidance from a wider area. A Community Liaison Officer (CLO) shall be employed by the main contractor to assist the main contractor will community related tasks. A project wage rate is set, and the work shall be labour intensive.

For this project the contract does not specify the target group based on gender, age or disability, but a broad representation from each group shall be employed according to the task needs and in consultation with the CLO. However, specifically excluded from the target group is the main contractor's own staff unless such staff are also from the target area.

C3.1.5 SUB-CONTRACTING

C3.1.5.1 The Contractor shall appoint such authorities and/or specialist sub-contractors and suppliers as may be designated or nominated by the Employer or the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.5.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works as provided by the Joe Gqabi District Municipality.

C3.1.5.3 As required by Clause 4.4.5 of the GCC (2015), the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) 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 GCC (2015). Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.1.5.4 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 that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-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 local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works the Contractor has designated for sub-contracting, then the Contractor shall be permitted to undertake the Works in question with his own, after approval by the Engineer.

The Engineer shall monitor progress achieved with sub-contractor 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.

As specified in Clause C3.1.4, the Contractor shall approach the Labour Desk /CLO that is established for purposes of the Contract for assistance and advice regarding conditions of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

C3.1.6 CONTRACT PARTICIPATION GOALS

The main contractor is obliged to participate in the Employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond on the relevant returnable schedules.

C3.1.6.1 Conditions associated with achieving goals.

The Bidder undertakes to:

- (i) Engage one or more targeted labour in accordance with the provisions of the SANS 10845-8 as varied in section 3 hereunder.
- (ii) Accept the sanctions set out in section 4 below should such conditions be breached.
- (iii) Complete the bid target declaration form contained in section 5 below.
- (iv) Complete the supporting contract participation goal calculation contained in section 6 below.
- (v) Contribute to the Co-operative Incentive Scheme (CIS) but assisting a local needy educational organisation with regards improving their civil, structural, or building initiatives.

The variations to SANS 10845-8 are set out below. Should any requirements of the variations conflict with requirements of SANS 10845-8, the requirements of the variations shall prevail.

C3.1.6.2 Requirements: Contract Participation Goal

It must be clearly understood that the participation goal is a minimum and that the work shall be carried out in accordance with the Expanded Public Works Program principles and Particular Specification (PB) – Labour Intensive Methods, and that the goal may well be exceeded in compliance with this specification.

The main contractor is to report on persons employed in accordance with the prescribed format: (electronic) on a monthly basis with his progress payment.

C3.1.6.3 Sanctions

In the event that the Bidder fails to substantiate that any failure to achieve the Contract Participation Goal relating to the granting of a preference was due to quantitative under runs, the elimination of items, or any other reasons beyond the main contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = \frac{0,05 \times (D - D_0)}{100} \times NA$$

Where: D = Bided contract participation goal percentage

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Do = The contract participation goal which the Employer's representative upon completion of the contract. Payments to labour shall be verified by means of appropriate transactional documentation.

NA = Net amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

C3.1.6.4 Bid goal in respect of targeted labour

I/We hereby Bid a Contract Participation Goal of% (minimum 8%)

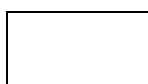
Supporting Targeted Labour (CPG) calculation

TYPE OF TARGETED LABOUR	WORKING HOURS	AVERAGE RATE **	TOTAL WAGE COST
Permanent labour*			
Temporary labour			
SMME labour			
		TOTAL	
		Bid Net Amount (excl. VAT, provisional sums, contingency and escalation)	
		% of Bid Sum	

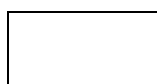
*(from target area)

** The current labour rate as determined by the Joe Gqabi District Municipality for this contract is as per the latest SAFCEC gazetted rates. A labour rate increase as per the Basic Conditions of Employment will apply as from September each year thereafter.

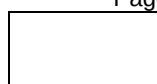
SIGNED ON BEHALF OF THE BIDDER:



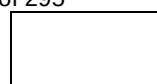
Contractor



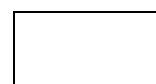
Witness 1



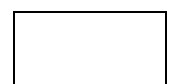
Witness 2



Employer



Witness 1



Witness 2

C3.1.7 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**C3.1.7.1 GENERAL**

The Contractor is referred to SANS 1921: 2018 parts 1, 2, 3 and 5: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

C3.1.7.2 QUALITY ASSURANCE (QA) (READ WITH SANS 1921 – 1: 2018 CLAUSE 4.4)

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems, which could cause a delay or failure.

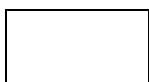
The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.1.7.3 MANAGEMENT & DISPOSAL OF WATER (READ WITH SANS 1921 - 1: 2018 CLAUSE 4.6)

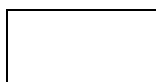
The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered. The works is in inhabited areas and the contractor will ensure that no stormwater damage to structures occur during the excavations and after completion of the works.

C3.1.7.4 DISPOSAL OF SPOIL OR SURPLUS MATERIAL (READ WITH SANS 1921 - 1: 2018 CLAUSE 4.10)

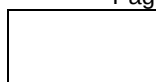
The Contractor shall dispose all surplus and unsuitable material at a legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.



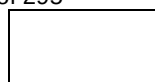
Contractor



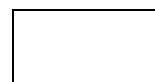
Witness 1



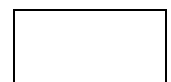
Witness 2



Employer



Witness 1



Witness 2

C3.1.7.5 TESTING (READ WITH SANS 1921 – 1: 2018 CLAUSE 4.11)

- **Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site, or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

- **Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.1.7.6 SURVEY BEACONS (READ WITH SANS 1921 - 1 :2018 CLAUSE 4.15)

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless of whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

C3.1.7.7 EXISTING SERVICES (READ WITH SANS 1921 - 1 :2018 CLAUSE 4.17)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

C3.1.7.8 PARTIAL HANDOVER

Joe Gqabi District Municipality would potentially require the partial handover over of certain completed areas of the project, should these provide JGDM with the possibility of enhancing their operational functionality and/or increasing their Water treatment capacity. Continuous liaison between JGDM, the contractor and the engineers will be held in order to address

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

this issue. JGDM will take ownership of any such areas in accordance with GCC (2015) contractual directives relevant to partial practical completion.

C3.1.8 PROGRAMME TO BE SUPPLIED BY THE CONTRACTOR

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The expected duration of the contract is eighteen (18) months excluding special non-working days. The Bidder is to work out their start date and their period required to complete the contract and enter this duration in the Appendix to Bid.

The programme shall not be in the form of a bar chart only but shall clearly show the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 5.7 of the GCC (2015) or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the GCC (2015).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the GCC (2015) when drawing up his programme.

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. O

C3.1.9 OVERHAUL

Overhaul has not been provided for in this contract. Payment for overhaul on this contract shall be made on Engineer's approval only.

C3.1.10 SITE FACILITIES AVAILABLE

C3.1.10.1 LOCATION OF SITE AND DEPOT

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor. The Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2 the following conditions shall also apply: -

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.1.10.2 SOURCE OF WATER SUPPLY

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.10.3 SOURCE OF POWER SUPPLY

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.10.4 ACCOMMODATION OF EMPLOYEES

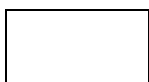
No employees except for security guards will be allowed to sleep or be accommodated on the site.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed.

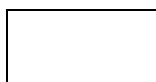
The Contractor shall provide the necessary ablution facilities at his campsite and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C3.1.10.5 LATRINES

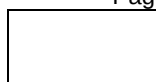
The Contractor shall provide for the duration of the contract, latrine facilities on the site in the form of chemical closets for the use of persons employed on the works. All latrine facilities provided by the Contractor shall be efficient, sanitary and non-offensive and all sanitary fees payable to any local authority shall be paid by the Contractor.



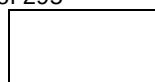
Contractor



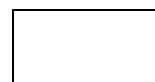
Witness 1



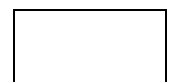
Witness 2



Employer



Witness 1



Witness 2

C3.1.10.6 TEMPORARY OFFICES

The contractor will be required to provide a full-time site office for the Employer's Agent's Representative in terms of the requirements of relevant clause(s) of SANS 1200AB. The contractor shall provide the following in addition to the schedule provided in SANS 1200AB:

- Board room to accommodate management meetings including a suitable desk and a minimum of 10 chairs. This facility can be shared but must be available for the fortnightly meetings as arranged by the Employer's Agent.
- 1 x Carport with a minimum size of 6 x 3 metres and a minimum height to the underside of the rafters to be 2.3 metres. The roof covering shall be corrugated galvanised sheeting or similar approved.
- 1 x Laser colour printer.
- 1 x Whiteboard with a minimum size of 1.0 x 1.5 metres and ancillaries.
- 2 x 15A power sockets.
- 1 x 110 litre refrigerator.
- Security gate to be provided on all doors and burglar proofing on all windows.
- Air conditioner.
- 1 x Desk for the Employer's Agent's Representative.
- 1 x Drawing Table capable of accommodating A0 Prints
- 1 x Steel Filing Cabinet.

C3.1.11 FEATURES REQUIRING SPECIAL ATTENTION**C3.1.11.1 BUILT-UP AREAS**

The Contractor's attention is drawn to the fact that the Works will be constructed through residential 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 Specifications. 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.

C3.1.11.2 PROTECTION OF BUILDINGS AND STRUCTURES

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours' notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting and shall acquire the signature of the owners/occupants agreeing to such conditions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants/Engineer at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

If a structure is in the way of the planned route the structure will be rebuild.

C3.1.11.3 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.

C3.1.11.4 CONTROL OF WATER

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.12 MANAGEMENT OF THE ENVIRONMENT

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or were directed by the Engineer.

(b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire, the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires, which may have been caused by him or his employees.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.13 COMMUNITY LIAISON AND CLIENT RELATIONS

The project involves the upgrade of an existing and fully operational Water Treatment Works (WTW) managed by Joe Gqabi District Municipality (JGDM). It is thus expected that the contractor and JGDM will continually liaise in order to ensure that the works undertaken by the contractor will not disrupt the operational functionality of the WTW. The contractor and JGDM will meet within seven (7) days of site handover in order to formulate a methodology that will ensure minimal disruption to the operational functions of the WTW.

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries 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/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries 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 10 of the GCC(2015), provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

C3.1.13.1 LIAISON WITH COMMUNITY AND PROPERTY OWNERS

The Contractor shall in his dealings with the communities affected by the project, work with the Project Steering Committee (PSC) which has been elected by the community. The PSC acts as a communication structure between the project and the community. The process of appointing the Community Liaison Officer (CLO) is also facilitated by the Social Facilitator together with the PSC. The CLO acts as a link between the Contractor and the labourers and the PSC and attends to all labour related issues. The CLO facilitates labour recruitment through the PSC. The CLO and the executive structure of the PSC (Chairperson, Vice-Chairperson, and the Secretary) attend monthly Project progress report meetings besides the PSC meetings attended by the full PSC. The Contractor must include in his rates the costs of attending and average of one meeting each month. The CLO is appointed for the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

construction period, plus a period of fourteen (14) days prior to this period. The Contractor will provide office and stationery to the CLO to be able to perform his or her duties.

The ISD Consultant shall prepare and facilitate the signing of the contract between the CLO and the Contractor.

A CLO who fails in the responsibilities that he/she is given will be replaced following the procedures as stipulated in his or her contract with the Contractor.

The terms of reference for the CLO shall be provided by the ISD Consultant.

C3.1.13.2 REIMBURSEMENT OF PSC AND CLO

The Contractor shall reimburse the Project Steering Committee (PSC) at a seating amount of R400-00 per member per meeting attended.

The Contractor shall reimburse the CLO the amount per month as stipulated in the BoQ for the duration of the employment period. This is subject to change in accordance with rate changes from the Department of Labour.

The Contractor shall reimburse the general workers a rate per hour equal to the gazetted rate for the duration of the employment period. This is subject to change in accordance with rate changes from the Department of Labour.

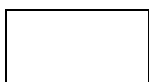
C3.1.13.3 CARE, DAMAGE AND PROTECTION OF EXISTING STRUCTURES

The Contractor shall so carry out all his operations as not to encroach on, interfere with, trespass on, or damage any adjoining lands, buildings, properties, road structures, pipelines, places, and things, in the vicinity of the Works and not to interfere in any way with the smooth and continuous operation of all existing facilities.

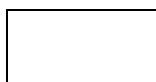
C3.1.14 WORKMANSHIP AND QUALITY CONTROL

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, technical staff and the user department, 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.

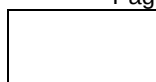
The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding 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.



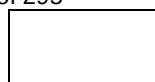
Contractor



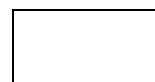
Witness 1



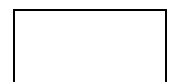
Witness 2



Employer



Witness 1



Witness 2

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.

C3.1.15 SAMPLES

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.4 of the GCC (2015), will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meet the specification requirements.

C3.1.16 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

Notices, signs and barricades (required in terms of Clause 8 of the GCC (2015)) 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 erected, 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.

C3.1.17 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

C3.1.17.1 GENERAL

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

Where access to site includes a rail crossing across an operational railway line, the contractor shall be responsible for ensuring that safety is adhered to, and Transnet Rail is informed of such Works prior to undertaking the construction.

Accommodation of traffic, where applicable shall comply with SANS 1921-2:2018: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.17.2 BASIC REQUIREMENTS

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

C3.1.18 OPEN TRENCHES/EXCAVATIONS

Trenches may not be left open during the builder's holidays and shall be safe-guarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.19 STATUTORY REGULATIONS

Annexure A, dealing with the Occupational Health and Safety Act should be read in conjunction with this clause. The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
 - (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
 - (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
 - (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint, or criminal charge.
 - (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

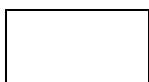
The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989. The Environmental Management Plan is available upon request from the Engineer.

A time-related and a fixed-charge item have been provided in Section A of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

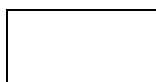
C3.1.20 SAFETY

Pursuant to the provisions of the GCC (2015), and without in any way limiting the Contractor's obligations there under, 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:

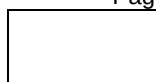
- (a) The Principal Contractor must do a Risk Assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all times.
- (c) 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.
- (d) 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.



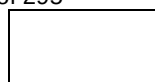
Contractor



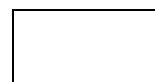
Witness 1



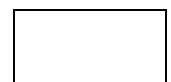
Witness 2



Employer



Witness 1



Witness 2

-
- (e) 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.
 - (f) Implement all necessary measures to ensure compliance with the Act by all sub-contractors engaged by the Contractor and their employees engaged on the works;
 - (g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer 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 Engineer shall, in accordance with the provisions of clause 5.11 of the GCC(2015), 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 Engineer 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 of the GCC(2015) 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 Engineer to act in terms of subclause 9.2.1 of the GCC (2015) and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2.

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the Construction Regulations and OHS Specifications.

C3.1.21 SAFETY OFFICER

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations 2014, to appoint a Health and Safety Officer for the works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. He shall also be registered as a Construction Health and Safety office with a recognised Statutory Body. The Contractor shall submit details of the proposed personnel.

C3.1.22 SOURCE OF MATERIAL/BORROW PIT

The contractor will be held responsible for locating legal, licenced and approved sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates. Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

C3.1.23 PHOTOGRAPHIC RECORD

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be affected by the construction activities and forwarded to the Engineer prior to the commencement of Works. No provision has been made in the Schedule of Quantities for this item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING**C3.2.1 DESIGN**

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

C3.2.2 EMPLOYER'S DESIGN

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

C3.2.3 DRAWINGS

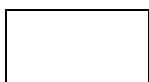
The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the GCC (2015), provide 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.

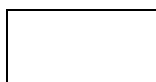
All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

C3.2.3.1 ADDITIONAL CONSTRUCTION DRAWINGS

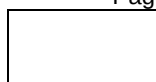
Additional construction drawings will, in terms of Clause 5.9 of the GCC (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required.



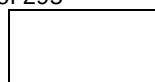
Contractor



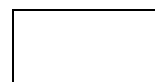
Witness 1



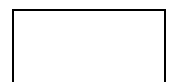
Witness 2



Employer



Witness 1



Witness 2

C3.3 PROCUREMENT**C3.3.1 RESTRICTION OF THE UTILISATION OF PERSONNEL IN THE PERMANENT EMPLOYMENT OF THE CONTRACTOR**

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 / CLO that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

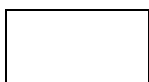
Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled 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, 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.

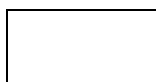
The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

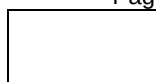
- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (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.



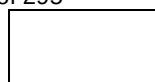
Contractor



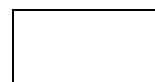
Witness 1



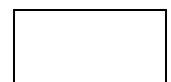
Witness 2



Employer



Witness 1



Witness 2

C3.3.2 PROVISION OF TEMPORARY WORKFORCE FOR THE CONTRACT

The Contractor shall employ labour from the local community through the labour desk / CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the GCC (2015) .

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance. The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor. The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

- a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

The CLO shall attend all site and other meetings concerning the project. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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.
- Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION**C3.4.1 STANDARD SPECIFICATIONS**

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SANS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

SANS 1200 A : General
SANS 1200 C : Site Clearance (Amendment, 1982)
SANS 1200 D : Earthworks (Amendment 1, 1990)
SANS 1200 DB : Earthworks (Pipe Trenches)
SANS 1200 DK : Gabions and Pitching
SANS 1200 DM : Earthworks (Roads, Subgrade)
SANS 1200 G : Concrete (Structural)
SANS 1200 HA : Structural Steelworks
SANS 1200 L : Medium Pressure Pipelines
SANS 1200 LB : Bedding (Pipes)
SANS 1200 LC : Cable Ducts
SANS 1200 LE : Stormwater Drainage
SANS 1200 ME : Subbase
SANS 1200 MF : Base
SANS 1200 MJ : Roads (Segmented Paving)

C3.4.1.3 The term “project specifications” appearing in any of the SANS 1200 standardised specifications must be replaced with the terms “scope of work”.

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section C3.4.2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.2 E.P.W.P. LABOUR INTENSIVE SPECIFICATION**C3.4.2.1 LABOUR INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors having a CIDB contractor grading designation of 4CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2019 to 30 June 2021, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2019 to 30 June 2021 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2019 to 30 June 2021 be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor / Contracts Manager	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3-unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e., the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction process	Skills Programme against this single unit standard

C3.4.2.2 EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

C3.4.2.2.1 Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour. The minimum wage rate for local E.P.W.P. labourers for 2024 is R15.16 per hour or R 121.28 per 8 hour day or per task as per the National Minimum Wage Act No. 9 of 2018 and all conditions stipulated in the annually published Ministerial Determination for Public Works Programmes. The current daily wage rates the municipality is paying is **R180,00**. For this 18-month project it is proposed that **R 220 per day/task** be the stipulated wage rate.

Tasks established by the contractor must be such that:

- the average worker completes 5 tasks per week in 40 hours or less; and,
- the weakest worker completes 5 tasks per week in 55 hours or less.

The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- where the head of the household has less than a primary school education.
- household with people living with disability.
- that has less than one full time person earning an income.
- where subsistence agriculture is the source of income.
- those who are not in receipt of any social security pension income.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- 60 % women.
- 20% youth who are between the ages of 18 and 35; and
- 2% on persons with disabilities.

C3.4.2.3 SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

Definitions

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

C3.4.2.3.1 Contract participation goals

The contract participation goal aim to be 30% of the total contract value. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

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

C3.4.2.4 TERMS AND CONDITIONS FOR THE ENGAGEMENT OF TARGETED LABOUR

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

C3.4.2.5 VARIATIONS TO SANS 1914-5

The definition for net amount shall be amended as follows:

- Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.

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

C3.4.2.6 TRAINING OF TARGETED LABOUR

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

The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

A copy of this training request made by the contractor to the DOL provincial office must also be e-mailed to the E.P.W.P. Training Director in the Department of Public Works – Mziwabantu Ntese, email mziwabantu.ntese@dpw.gov.za Tel: 0414082305/2029.

The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

The contractor shall do nothing to dissuade targeted labour from participating in training programme.

An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.2.6 above.

Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of any payment certificate.

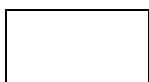
C3.4.3 VARIATIONS, AMENDMENTS AND ADDITIONS TO STANDARD AND PARTICULAR SPECIFICATIONS

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

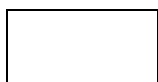
C3.4.3.1 DEPARTMENT OF WATER AND SANITATION SPECIFICATIONS

- DWS1110 : Department of Water Affairs, "Standard Specification for construction of pipelines."
- DWS1130 : Department of Water Affairs, "Standard Specification for the manufacture and supply of steel pipes, specials and fittings for duties up to 4,6 MPa design pressure."
- DWS1131 : Department of Water Affairs, "Standard Specification for the lining and coating of steel pipes and specials."
- DWS1740 : Department of Water Affairs, "Standard Specification for plumbing"

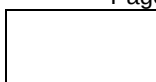
The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.3 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.3 shall prevail.



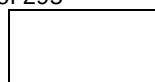
Contractor



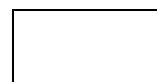
Witness 1



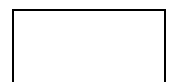
Witness 2



Employer



Witness 1



Witness 2

C3.4.3.2 INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications. Additional clauses are preceded by an asterisk “*”.

Tenderers must make provision for all the relevant Project Specifications to be included when calculating the prices of the various items in the Bill of Quantities.

In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of C1.2 Contract Specific Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200A: GENERAL**PSA 1: GENERAL****PSA 1.1: SCOPE**

Replace sub-clause 1.1 with the following:

This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the contractor's establishment on site.

PSA 2: INTERPRETATIONS**PSA 2.3: DEFINITIONS**

(a) General

Add the following definitions:

- General Conditions: The GCC (2015) specified for use with this Contract and the Special Conditions of Contract.
- Specified: As specified in the Standardized Specifications, the Drawings or Project specifications.
- Eskom: The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

(c) Measurement and Payment:

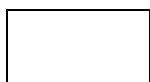
Replace the definitions for fixed charge, time-related and value-related charge, with the following:

- Fixed charge: A charge that is not subject to adjustment on account of variation in value of the Contract Amount or the Contract Time of Completion.
- Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work, as adjusted in accordance with the provisions of the Contract.
- Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued, in accordance with the provisions of the contract.

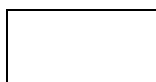
PSA 2.4: ABBREVIATIONS

Add the following to SANS 1200 A, sub-clause 2.4(b):

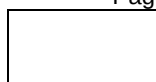
"MAMDD: Modified AASHTO maximum dry density."



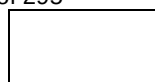
Contractor



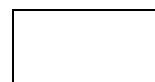
Witness 1



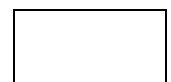
Witness 2



Employer



Witness 1



Witness 2

PSA 2.8 ITEMS IN SCHEDULE OF QUANTITIES**PSA 2.8.1 PRINCIPLE**

In the fourth line of SANS 1200 A, sub-clause 2.8.1, after the word "specification", add:

"Or in the measurement and payment clause of the standard specification, particular specification or project specification".

Add the following to SANS 1200 A, sub-clause 2.8.1:

"Items which are designated as provisional quantities or provisional in the Bill of Quantities are intended to provide for works, the need or extent of which cannot be forecast. Work scheduled as such shall only be undertaken on the written instruction of the Employer's Agent and, where applicable, shall be paid for at the tendered rate or in the absence of rates shall be valued in accordance with Clause 6.4 of the GCC (2015) The Bill of Quantities shall not be used for ordering purposes and no liability or responsibility shall be admitted by the Employer's Agent in respect of materials ordered or procured by the Contractor on the basis of the Bill of Quantities."

PSA 2.8.2 PRELIMINARY AND GENERAL SECTION

Add the following to SANS 1200 A, sub-clause 2.8.2:

"In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of:

- Contract Specific Data C1.2
- Scope of Work C3.1 to C3.4
- Site Information C4

Facilities for the Contractor shall include all the costs of providing water for construction other than the water required for watertightness testing of water retaining structures. Water for such tests will be measured according to PSG 7.2.5 Watertightness test.

The Contractor is to make his own arrangements with the JOE GQABI DISTRICT MUNICIPALITY for water and sanitation connections. No separate payment will be made for the cost of constructing and maintaining the temporary access roads, the removal of the roads and the reinstatement of the areas, on completion. The sums tendered for in the Bill of Quantities shall include all such costs."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following new sub-clause to SANS 1200 A, sub-clause 2.8:

PSA 2.8.3 TIME-RELATED ITEMS

"The Contractor shall tender a lump sum in the Bill of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- i) The maintenance of his whole organization as established for this Contract.
- ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender, where applicable.
- iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the above-mentioned items. Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A. Provided 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.

The Contractor will not be paid Time-Related Preliminary and General Charges for any Special Non-Working Days, which shall be deemed to have been allowed for in his rates. The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

$$\frac{1 \times 2}{3}$$

- 1) Sum of Tendered amounts for Time Related Items
- 2) Extension of Time authorised by variation order.
- 3) Tender contract period

* For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs, irrespective of the actual period required to complete the Contract including its authorised extensions. In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula. In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula. Where extension of time is approved, payment for time-related items shall only be applicable to working days as defined in the Contract."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 3: MATERIALS

PSA 3.1: QUALITY

Add the following:

All materials used in this Contract shall be the official SANS mark where applicable. All materials shall be new and of the best quality available unless otherwise specified.

Add the following sub-clause:

PSA 3.3: Ordering of Materials

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the Specifications and Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from Drawings issued for tendering purposes only, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor for construction purposes.

PSA 4: PLANT

PSA4.2: CONTRACTOR'S OFFICES, STORES AND SERVICES

Add the following:

The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.

The Contractor's office is to include an air-conditioned facility with furniture suitable for the use during site meetings, accommodating 12 persons.

The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service and shall be deemed to be included in the preliminary and general.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA4.4 Medical Facilities and Safety Equipment

Add new sub-clause A4.4:

The Contractor shall provide a First Aid cabinet fully equipped and maintained with the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act (Act 85 of 1993).

The Contractor shall designate his Safety Officer and Qualified First Aider. The Contractor shall give copies of the minutes of the site safety meetings to the Engineer.

PSA 5: CONSTRUCTION**PSA 5.1: SURVEY****PSA 5.1.1: SETTING OUT OF WORKS**

Substitute the first sentence of Clause 5.1.1 with the following:

The engineer will provide information for setting out of the works.

Add the following:

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary.

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 5.2: WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

Add the following:

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5.3: PROTECTION OF STRUCTURES

Add the following provision:

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed.

PSA 5.4: LOCATION AND PROTECTION OF EXISTING SERVICES

Add the following provisions:

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as "known" services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to know services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.7: SAFETY

Add the following:

5.7.1 CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (Employer) for the contract under consideration.

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

- The Factories, Machinery and Building Work Act (Act 22 of 1941)
- The Explosives Act (Act 26 of 1956)
- The Mines and Works Act (Act 27 of 1956)
- The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

- The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of Civil Engineers, PO Box 93495, Yeoville, 2143).
- The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014 and are not repeated in detail, but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.
- Appointment of a Construction safety officer
- Instituting a Health and safety committee in terms of Sections 17 and 18 of the OHSA)
- Appointment of Health and safety representatives (in terms of Sections 17 and 18 of the Act)
- Confirming the Contractor's position in relation to the Employer (Client) (Regulation 4)
- The Principal Contractor and Contractor (Regulation 5)
- Supervision of construction work (Regulation 6)
- Risk assessment (Regulation 7)
- Fall protection (Regulation 8)
- Structures (Regulation 9)
- Formwork and support work (Regulation 10)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Excavation work (Regulation 11)
- Demolition work (Regulation 12)
- Tunnelling (Regulation 13)
- Scaffolding (Regulation 14)
- Suspended platforms (Regulation 15)
- Boatswain's chairs (Regulation 16)
- Material Hoists (Regulation 17)
- Batch plants (Regulation 18)
- Explosive powered tools (Regulation 19)
- Cranes (Regulation 20)
- Construction vehicles and mobile plant (Regulation 21)
- Electrical installation and machinery on construction sites (Regulation 22)
- Use of temporary storage of flammable liquids on construction sites (Regulation 23)
- Water environments (Regulation 24)
- Housekeeping on Construction sites (Regulation 25)
- Stacking and storage on construction sites (Regulation 26)
- Fire precautions on construction sites (Regulation 27)
- Construction welfare facilities (Regulation 28)

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

Add new clause 5.9 and 5.10.

PSA 5.9: ACCOMMODATION OF TRAFFIC

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport. Traffic signs shall have a yellow background with either a red / black border.

PSA 5.10: SITE MEETINGS

The contractor will be required to attend site meetings, normally held monthly, and progress meetings, to discuss general progress, quality of work, problems, claims, payments, etc.

PSA 6: TOLERANCES

Add new subclause 6.2:

PSA 6.2: GENERAL

No guarantee is given that the full specified tolerance 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 then 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 Engineers, without any allowances for the specified tolerances.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, 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 Engineers may nevertheless, at his sole discretion,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 based on the actual dimensions as constructed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7: TESTING
PSA7.1: PRINCIPLES

Add the following:

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

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

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.1.1 CHECKING

Add the following:

The Contractor shall be responsible for all control testing required on the project and costs thereof will be deemed to be included in the tendered rates. This clause covers any additional or control testing as may be required by the Engineer. Any such additional testing shall be undertaken by a nominated independent person /laboratory.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7.2: APPROVED LABORATORIES

Add the following:

The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

Replace clause 7.4 with the following:

PSA 7.4: STATISTICAL ANALYSIS OF CONTROL TESTS

Statistical control methods will not be applied under this contract.

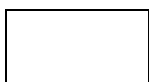
PSA 8: MEASUREMENT AND PAYMENT**PSA 8.1: MEASUREMENT**

Replace the contents of sub-clause 8.1.2 with the following:

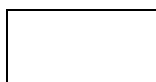
PSA 8.1.2: PRELIMINARY AND GENERAL ITEM OR SECTION

The Contractors tendered sums under Items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

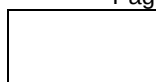
- Risks, costs and obligations in terms of the GCC (2015) and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work.
- Head Office, site overheads, supervision, profit, and financing costs.
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work.
- Providing facilities on site for the Contractors personnel, including offices, storage facilities, workshops; ablutions, for providing services such as water, electricity, sanitation and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of the facilities and the cleaning-up of the camp site on completion of the Works; and
- Providing facilities for the Engineer and his staff as specified in SANS 1200 A (if applicable) and these Project Specifications.



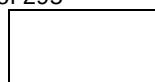
Contractor



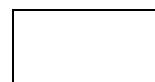
Witness 1



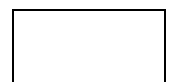
Witness 2



Employer



Witness 1



Witness 2

PSA 8.2: PAYMENT

Replace the contents of sub-clause 8.2.1 with the following:

PSA 8.2.1: FIXED-CHARGE AND VALUE-RELATED ITEMS (SUB-CLAUSES 8.2.1. AND 8.3)

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities shall 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 6.3 of the GCC(2015), or if extension of time for the completion of the works is granted.

Payment for fixed-charged and value-related items will be done in three separate payments as follow:

- 40% of total cost after the Contractor has stabilised and equipped the site office and after the Employer's Agent is satisfied that a substantial start of the actual construction work has been made;
- 40% of total cost after 50% of the actual work (excluding material on site) has been completed and approved by the Employer's Agent;
- 20% of total cost on issue of practical completion certificate by Employer's Agent, according to the guidelines of the GCC (2015).

Replace the contents of sub-clause 8.2.2 with the following:

PSA 8.2.2: TIME-RELATED ITEMS

Subject to the provisions of 8.2.3 and 8.2.4, payment under Item PSA 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 more than in proportion to the progress of the Works as a whole.

Should the Engineer grant an extension of the time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

Payments for such increased amounts will be taken to be full compensation for all additional time-related Preliminary and General Costs that result from the circumstances pertaining to extension of time granted, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PSA 8.2.2.1: STANDING TIME COSTS DUE TO RIOT, ETC. FOR THE CONTRACTOR'S TOTAL OPERATION.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon.

The sum per working day tendered under this time-related item shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Employer's Agent are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to terminate the Contract under the provisions of Clause 9 of the GCC (2015).

Add a new clause 8.2.5

PSA 8.2.5: PRINCIPLES FOR SAFETY

It is a condition of this contract that Contractors who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process.

(a) Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in Clauses PSA 5.7 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

However, should it be necessary to appoint a dedicated Construction Safety Officer in terms of Clause PSA 5.7 on the instruction of the Inspector of the Department of Labour, as ordered by the Engineer, payment will be considered for such appointment.

b) Records and Registers,

The keeping of health and safety-related records and registers as described in PSA 5.7 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

PSA 8.3: SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Replace the sub-clause 8.3.1 with the following:

PSA 8.3.1: CONTRACTUAL REQUIREMENT

PSA 8.3.1.1: FIXED PRELIMINARY AND GENERAL CHARGES UNIT: SUM

The sums tendered shall include full compensation for all fixed preliminary and general charges as described in SANS 1200 A sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1

**PSA 8.3.1.2: VALUE-RELATED PRELIMINARY AND GENERAL CHARGES
UNIT: SUM**

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in SANS 1200 A sub-clause - 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1.

PSA 8.3.2: ESTABLISHMENT OF FACILITIES ON THE SITE

Replace the sub-clause 8.3.2.1 with the following:

PSA 8.3.2.1: FACILITIES FOR ENGINEER

- b) The Contractor to provide one furnished site office for the use of the Employer's Agent and his representative sage to the requirements of SANS 1200 AB 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 Representative. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 dusty and muddy conditions or similar approved.

c) Cellular Telephone

No cellular telephone has to be provided for the Employer's Agent Representative for the duration of the contract. Measurement and payment shall only be made for the relevant time related item.

d) Name Board

Number of name boards as per Bill of Quantity will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording, and specifications as prescribed, 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.

Add the following additional sub-item:

Parking bay (1) Unit: Sum

Air Conditioning Unit.....Unit: Sum

The sum tendered shall cover all costs as specified in Sub-clause 8.3.2.3 of SANS 1200 A to provide the facility as specified in Clauses PSA 8.3.2.1.

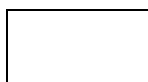
PSA 8.4: SCHEDULED TIME-RELATED ITEMS

Replace the following sub-clauses:

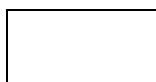
**PSA 8.4.1: TIME-RELATED PRELIMINARY AND GENERAL CHARGES
UNIT: SUM**

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in SANS 1200 sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.2.

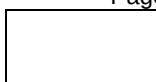
The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:



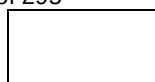
Contractor



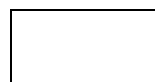
Witness 1



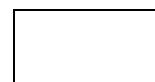
Witness 2



Employer



Witness 1



Witness 2

-
- (i) The maintenance of his whole organization as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the GCC (2015) or Tender where applicable.

Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents. The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200: A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

PSA 8.4.2: OPERATION AND MAINTENANCE OF FACILITIES ON SITE

The tendered sums for the fixed-charge and value related items in the P&G 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 GCC (2015).

PSA 8.4.2.1: FACILITIES FOR THE ENGINEER

Add the following additional sub-item:

- a) Cellular Telephone

No cellular telephone has to be provided for the duration of the contract. However, the contractor is responsible for costs up to R1 000.00/month all-inclusive.

- b) Name boards

Name boards shall be maintained for the duration of the Contract.

- c) Survey Assistants and Materials

The contractor shall provide survey equipment on the site from the commencement to the completion of the works, which shall also be for the use of the Employer's Agent and his representatives. A list is given in PSAB 5.7.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- d) Hotel or other Accommodation or office required for the Employer's Agent Representative.

These items will include the cost of rented office accommodation and the provision of telecommunication facilities to the Employer's Agent. The Contractor will be responsible for this prime cost items to the amount of R10 500.00 per month. These services will be provided to the Contractor by the Employer's Agent and will be billed in advance. These items will include all overhead costs, maintenance and insurance with respect to the provision of office accommodation and cellular- and landline telecommunication facilities. This item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

Administrative assistance to the Contractor

This item will entail the pension of administrative assistance to the Contractor by the Employer's Agent and will include assistance relating to the:

- Calculation and determination of project quantities.
- Compilation of construction payment certificates; and
- Copy and submission of construction payment certificate.

The Contractor will be responsible for this prime cost item to the amount of R7 500.00 per month. This item will be billed in advance and will be payable to the Employer's Agent prior to certification of the second construction payment certificate. This item will include all computer related / electronic work, facsimiles, printing and copying as well as travelling and time-based work in this instance.

- e) Health and Safety Inspections on Site

This item will include the provision of Health and Safety Inspections on Site by a certified Health & Safety Office under the auspices of the Employer's Agent. The Health and Safety Officer will ensure compliance the Contractor with the OHS Act and he will have the authority to stop construction work on Site will be responsible for this prime cost item to the amount of R9 500.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

f) Environmental Management Plan Audits

This item will include the provision of Environmental Management Plan (EMP) Audits on Site by an Environmental Control Officer (ECO) under the auspices of the Employer's Agent. The ECO will monitor compliance of the Contractor with the EMP and will be responsible for this prime cost item to the amount of R12 000.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

The sums tendered shall cover all costs as specified in Sub-clause 8.4.2.3 of SANS 1200 A and 5.5 of SANS 1200 AB to operate and maintain these facilities.

PSA 8.5: SUMS STATED PROVISIONALLY BY ENGINEER

Add the following sub items:

c) Additional land survey

(i) Additional land survey ordered by Engineer Unit: Prov. Sum

(ii) Percentage charges and profit on (c)(i) Unit: %

The provisional sum provided for the cost of additional survey for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

d) Additional tests

(i) Provisional sum for additional tests ordered by Engineer Unit: Prov. Sum

(ii) Percentage charges and profit on (d)(i) Unit: %

The provisional sum provided for additional tests ordered by the Engineer shall cover the cost of acceptance control tests specifically ordered by the Engineer to his discretion and executed by an approved commercial laboratory.

e) Selected Sub-Contractors

(i) Training Consultant (Provisional) Unit: Prov. Sum

(ii) Percentage charges and profit on (e)(i) Unit: %

f) Review and approval of Health and Safety Plan

(i) Review and approval of Health and Safety Plan Unit :Prov. Sum

(ii) Percentage charges and profit on (f)(i) Unit :%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

g) Conduct bi-monthly Safety Audits

(i) Conduct bi-monthly Safety Audits Unit: Prov. Sum

(ii) Percentage charges and profit on (g)(i) Unit: %

The provisional sum provided for the cost of Selected Sub-Contractors for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

h) Repairs & Refurbishments to existing sewage infrastructure

(i) Repairs & Refurbishments to existing sewage infrastructure Unit: Prov. Sum

(ii) Percentage charges and profit on (h)(i) Unit: %

The provisional sum provided for the cost of repairs and refurbishments to existing sewage infrastructure, not damaged by the Contractor for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

j) Community liaison

(i) Paying PSC members for monthly attending meetings Unit: Prov. Sum

(ii) Percentage charges and profit on (j)(i) Unit: %

(iii) Community Liaison Officer Unit: Prov. Sum

(iv) Percentage charges and profit on (j)(iii) Unit: %

The provisional sum provided for the cost of community liaison including the cost of the project steering committee (PSC) activities for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

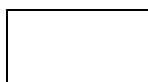
k) Appointment of a Construction Health and Safety Officer

(i) Appointment of a construction Health and Safety Officer Unit: Prov. Sum

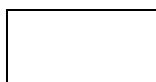
(ii) Percentage charges and profit on (k)(i) Unit: %

The stated provisional sum shall be employed to cover the cost for the appointment of a full-time or part-time dedicated Construction Health and Safety Officer as directed by an Inspector of the Department of Labour, and as ordered by the Engineer.

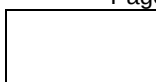
Should the Construction Health and Safety Officer be selected from the Contractor's own personnel, payment will only be considered for proven competence.



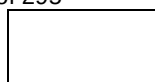
Contractor



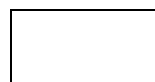
Witness 1



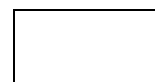
Witness 2



Employer



Witness 1



Witness 2

Additional cost claimed by the Contractor due to the additional duties of the appointee. and approved by the Engineer.

- l) General Compliance with the Environmental Management Plan (EMP)
- (i) Contractor's general compliance to the EMP Unit: Sum
- (ii) Percentage charges and profit on (k)(i) Unit: %
- The sum tendered is for the Contractor's general compliance to Environmental Management Plan (EMP), the specifications for which are stated in C3.1.17

Failure to provide any item or comply with any instruction of the Responsible Person will be cause for non-payment of the whole sum and for ordering the cessation of works.

- m) Provision for total de-establishment and re-establishment within 24 months at the instruction of the Engineer Unit: Prov. Sum
- The provisional sum provided for the cost of de-establishment within a 24-month period on instruction by Engineer. The sum shall only be expended as required and approved by the Engineer.

- n) The provision of PPE for the Engineer Unit: Prov. Sum
- The provisional sum provided for provision of Personal Protective Equipment (PPE) for the Engineers' use and allocation. The sum shall only be expended as required and approved by the Engineer.

PSA 8.6: PRIME COST ITEMS

Add the following sub-paragraph:

PSA 8.6.1: OPERATIONAL AND MAINTENANCE TRAINING OVER CONSTRUCTION PERIOD (PROVISIONAL)

Payment for the operational and maintenance training shall be at the tendered day work rates for the months worked. Appointment of training facilitators by the Contractor shall only be made on approval by the Engineer.

- a) Artisans to do maintenance on bulk lines..... Unit: Month
- (i) Handling Costs and profit in respect of sub item (a) Unit: %

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) Plumbers..... Unit: Month
i) Handling Costs and profit in respect of sub item.....Unit: %

PSA8.7: DAYWORK

Add the following sub-paragraph:

PSA8.7.1: PROVISIONAL SUM FOR THE PROVISION OF TECHNICAL SUPPORT ON SITE/CONSTRUCTION MONITORING TO ASSIST THE CONTRACTOR

- a) Generic Skills
(i) Training Costs Unit: Prov Sum
(ii) Handling cost and profit in respect of a(i) Unit: %

b) Appointment of local student trainees
(i) Appointment of trainees for the duration of the contract..... Unit: Prov Sum
(ii) Management and Support costs and profit in respect of b(i) Unit: %

Expenditure under items (a)(i) and (b)(i) shall be made in accordance Clause 6.6 of the GCC (2015).

The tendered percentage under items (a)(ii) and (b)(ii) shall include full compensation for the handling costs of the Contractor and the profit in connection with his duties.

PSA 8.8: TEMPORARY WORKS

NB: The Contractors obligation under this section shall not be measured and paid for directly (except as hereinafter provided for) and compensation for the work involved in complying with these obligations will be deemed to be covered by the rates and amounts tendered for the various items of work included under the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.8.2: ACCOMMODATION OF TRAFFIC UNIT: LUMP SUM

Add the following to 8.8.2

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required for the guarding and protection of the Works as well as all other costs to accommodate the traffic during construction.

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting.

The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)

PSA 8.8.5: COST OF SURVEY IN TERMS OF THE LAND SURVEY ACT

Replace the items in 8.8.5 with the following:

The tendered rate shall cover all costs pertaining to setting out the works and for the provision of as-built survey data by the Contractor, showing coordinated locations and elevations for all items of construction. The Contractor will be responsible for the accuracy of the as-built survey data provided to the Engineering Representative. The as-built survey data is to be provided electronically to the Engineering Representative in a format that has been approved by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.9 MISCELLANEOUS ITEMS

PSA 8.9.1 ENGINEERING SURVEYOR AS DIRECTED BY ENGINEER

The provisional amount will be deemed to cover the costs for an engineering surveyor for the works when required or as directed by the Engineer. The surveying of the works is to be used for checking of design purposes or for proposed design alternatives.

PSA 8.9.2 SPECIALISED TESTING AS DIRECTED BY ENGINEER

The provisional amount will be deemed to cover the costs for the specialized of testing of the works, either materials or the completed works themselves when required or as directed by the Engineer.

PSA 8.9.3 COMPENSATION OF LAND CLAIMS

The provisional amount will be deemed to cover the costs for the compensation of land claims if required during the works. Any land claim that may arise will be dealt with by the ISD and the PSC. No land claims may be compensated for without the approval of the Engineer.

PSA 8.9.4 AS-BUILT DRAWINGS

The bid amount will be deemed to cover all the costs associated with for the provision of as-built drawings on completion of the works. The as-built drawings must be compiled from a survey of the completed works that is executed by an accredited and approved professional land surveyor.

PSA 8.9.5 WORK TO BE CARRIED OUT BY OTHERS

A sub-contractor tended will be called for whereby sub-contractors will bid on the scope of works as itemized. The successful sub-contractor will then be appointed by the main contractor, and he/she will report to the main contractor. The bid amount will be deemed to cover all the costs associated for the appointment of the sub-contractor to construct the works as itemized in the bill of quantities and in accordance with the sub-contractors form of offer and acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.10 TRAINING AND MANAGEMENT OF LOCAL SUB-CONTRACTORS (SMME'S)**PSA 8.10.1 TRAINING OF LOCAL SUB-CONTRACTORS (SMME'S)**

The main contractor will ensure that a mentorship and training programme be implemented for all sub-contractors (SMME's). The mentorship and training programme will be evaluated by the Engineer prior to being implemented.

The provisional amount will be deemed to cover the costs for an expense's incurred for the training and mentorship programme of sub-contractors (SMME's).

PSA 8.10.2 MANAGEMENT OF LOCAL SUB-CONTRACTORS (SMME'S)

The Main contractor will be liable for the management of the sub-contractors (SMME's) in accordance with Clause 4.4 of the General Conditions of Contract for Construction Works, Third Edition (2015).

The provisional amount will be deemed to cover the costs for an expense's incurred for the management of the sub-contractors (SMME's).

Add the following clause:

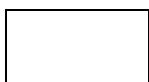
PSA 9: DRAWINGS**PSA 9.1: SUBMIT DETAIL AS-BUILT DRAWINGS OF EXISTING SERVICES AND ADJUSTMENTS TO CONSTRUCTION DRAWINGS**

The Contractor will be responsible for the submission of all as-built drawings of all existing services intersecting pipeline trenches as well as any applicable adjustments to the construction drawings. The lump sum tendered shall include full compensation for all information in the possession of the contractor as required above in order to complete the as-built drawings must be submitted to the Employer's Agent Representative before a certificate of completion will be issued for the works.

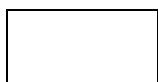
PSA 9.2: DETAILED SETTING OUT OF THE WORK

The contractor will ensure that all the works be set out from existing survey beacons by a registered surveyor. The sum tendered shall be regarded as inclusive of all related survey work on site.

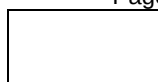
The Employer's Agent will provide survey beacons (of adequate type and in sufficient quantity) as bench marks. From information provided on drawings issued by the Employer's Agent, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works.



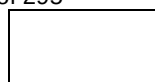
Contractor



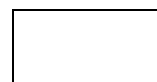
Witness 1



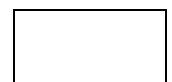
Witness 2



Employer



Witness 1



Witness 2

As bench marks may be disturbed during the execution of the works, all levels and setting out pegs shall be referred to at least two bench marks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Employer's Agent evaluate final natural ground levels (NGL) prior to the commencement of excavations. In the case of deviation from the original pipe route for whatever reason, the contractor will at his own cost survey the new proposed route, and submit the data to the Employer's Agent for approval.

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

PSA 9.3: ADJUSTED PAYMENT FOR TIME-RELATED ITEMS

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for:

Time Related Items X Extension of Time authorised by variation order divided by the Tender contract period

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 9.4: COMPILE AND SUBMIT HEALTH AND SAFETY PLAN

The lump sum tendered shall include full compensation for the provision and maintenance of a Health and Safety Plan, risk assessment, permit applications and notifications as called for in the Act and Regulations.

Eighty percent (80%) of this amount will be paid when an approved Health and Safety Plan has been achieved. A further 10% will be paid when the value of work certified by the Employer's Agent exceeds one half of the tender price and the remaining 10% will be payable upon issue of a completion certificate.

PSA 9.5: COMPLIANCE WITH OHS ACT AND REGULATIONS

(Including the Construction Regulations 2014) Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract inter alia of the following:

- Provision and maintenance of Health & Safety File.
- Provision of construction supervisors and safety officers.
- Health and Safety training for employees and subs.
- Provision of protective clothing.
- Provision of safety fences, signs and barricades; and
- Scheduling of monthly safety meetings and providing monthly reports accordingly, etc.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance.

PSA 9.6: CONTROL OF WATER

The Contractors are warned that the water table might be high due to the location of the construction site, fact that this site is situated in a high rainfall area and considering that the construction period may run into rainy season.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works and for the handling of any sub-surface water especially in excavations for terraces and trenches that may affect the Works and for the handling of all spoiled water when disconnecting existing water connections or valves. All payments to be made in this regard and all costs related thereto, shall be deemed to be included in the relevant items that are included in the Schedule of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1200 (SECTION C): SITE CLEARANCE

MEASUREMENT AND PAYMENT

SCHEDULED ITEMS

Clear and Grub

Payment will be made for clearing and grubbing only where required to an extent that will enable excavation of trenches to proceed, and not along the entire length of the pipelines. Disturbance of vegetation and roots shall be confined to the width as stated in the BOQ. No re-clearing of vegetation along pipeline routes will be measured.

Witness 2

PSD**SANS 1200 (SECTION D): EARTHWORKS****PSD 3****MATERIALS****PSD 3.1****CLASSIFICATION FOR EXCAVATION PURPOSES****PSD 3.1.1****Method of classifying**

Replace the third sentence to the provisions of clause 3.1.1 with the following:

The classification will be based on the Engineers inspection of the material to be excavated and in accordance with the provisions of clause PSD 3.1.2.

PSD 3.1.2**Classes of Excavation**

Replace the provisions of clause 3.1.2 with the following:

The excavation of material will be classified as follows for purposes of measurement and payment for all excavations including restricted excavations:

a) Soft excavation

All material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation is all material not falling within the categories of (c) Hard rock, (d) Boulder excavation class A and (e) Boulder excavation class B. No intermediate excavation will be measured and must be allowed for under (a) Soft excavation.

b) Intermediate excavation

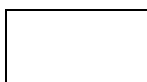
No intermediate excavation will be allowed for or measured.

c) Hard rock excavation

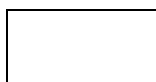
Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 2m³ in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

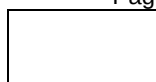
- Solid unfractured rock occurring in bulk.*
- Solid ledges thicker than 200mm*
- Igneous rock intrusions*
- Cemented sedimentary rocks.*



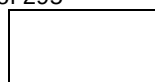
Contractor



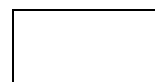
Witness 1



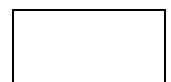
Witness 2



Employer



Witness 1



Witness 2

d) *Boulder excavation Class A*

Boulder excavation Class A shall be excavation in material containing more than 40% by volume of boulder sizes in the range of 0.03 – 2m³, in a matrix of softer material or smaller boulders.

e) *Boulder excavation Class B*

Boulder excavation Class B shall be excavation of boulders only which:

- 1) are in a material containing 40% or less by volume of boulder sizes in the range of 0.03 – 2m³, in a matrix of softer material or smaller boulders.*
- 2) Require individual drilling and blasting.*

PSD 5 CONSTRUCTION

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.1 Site Preparation

PSD 5.2.1.2 Conservation of Topsoil

Add the following to the provisions of clause 5.2.1.2:

Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.

PSD 5.2.4 Finishing

PSD 5.2.4.2 Topsoiling

Replace the provisions of clause 5.2.4.2 with the following:

Where scheduled, topsoil shall be placed on level and slightly graded areas and shall be lightly compacted by wheeled vehicles or by tamping, and trimmed neatly to the required lines, grades and levels.

Topsoil shall be prepared as follows:

- *The final thickness of the topsoil after compaction shall fall within the range of 150 – 100mm thick.*
- *Superphosphate to be applied to the topsoil at a rate of 1kg/100m².*
- *Lime to be applied to the topsoil at a rate of 2kg/100m².*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSD 5.2.4.3 Grass or other vegetation

Add the following to the provisions of clause 5.2.4.3:

The grass to be planted is a combined mix in equal portions of Eragrostis and Rye Grass applied at a rate of 2kg/100m².

PSD 5.2.5 Transport for Earthworks

PSD 5.2.5.1 Free haul

Replace the provisions of clause 5.2.5.1 with the following:

All haul of material within which the Contractor will be required to move material on, and off site will be regarded as free haul.

All haul of material imported from both commercial sources and from borrow pits will be regarded as free haul.

No overhaul will be allowed for in this contract.

PSD 5.2.5.2 Overhaul

Replace the provisions of clause 5.2.5.2 with the following:

No overhaul will be allowed for under this contract.

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.9 Extra-over for backfill or for fill material against structures.

The material to be used for backfilling against structures shall complying to the specifications of a minimum of a G7 gravel material and is to be approved by the Engineer prior to the commencement of backfilling. Backfilling is to be placed in loose layers of material not exceeding 150mm thick and compacted by means of mechanical tampers to at least a density of 95% MOD AASHTO if not specified on the construction drawings. It should be noted that it would not be possible to use conventional compaction equipment due to the location of the backfilling against structures such as reservoir walls, retaining structures, etc.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB**SANS 1200 (SECTION DB): EARTHWORKS (PIPE TRENCHES)****PSDB 3 MATERIALS****PSDB 3.1 CLASSES OF EXCAVATION**

Replace the provisions of clause 3.1 with the following:

All materials encountered in any excavation will be classified as follows:

a) Soft excavation

All material which can be removed by bulldozers or backhoes, shall be classified as soft excavation. Soft excavation is all material not falling within the category of (b) Hard rock. No intermediate excavation will be measured and must be allowed for under (a) Soft excavation.

b) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 2m³ in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- *Solid unfractured rock occurring in bulk.*
- *Solid ledges thicker than 200mm*
- *Igneous rock intrusions*
- *Cemented sedimentary rocks.*

PSDB 5 CONSTRUCTION**PSDB 5.1 PRECAUTIONS****PSDB 5.1.3 ACCOMODATION OF TRAFFIC AND ACCESS TO PROPERTIES**

Add the following to the provisions of the clause 5.1.3:

Interruption to local traffic and access to properties shall be minimized and the contractor and Ward Committee shall ensure that affected residents are given at least a 24-hour notice period for disruptions to their access. Special precautions and provisions must be made to maintain accesses to any public meeting place, private residences, schools, churches or marketplaces.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Wherever the Works affects the operation or safety of the general public, the Contractor shall barricade off the excavations with 1, 8m fencing standards driven 0,6m into the ground at 4,0m centres and place two strands of red & white plastic tape strung between the standards.

Wherever the Works affect the operation and safety of public traffic, the Contractor shall barricade off the excavations with white painted 210 litre oil drums at 4,0m centres and place two strands of red & white plastic tape strung between the drums.

PSDB 5.2 MINIMUM BASE WIDTHS

Replace the provisions of clause 5.2 with the following:

For all types of pipes, the base width of any trench, with shoring if applicable, shall allow sufficient working space either side of the pipe and, to assist with minimising excavation, shall not be less than the minimum width indicated below:

<i>External pipe diameter (mm)</i>	<i>Minimum base of trench width (mm)</i>
<i>15 – 75</i>	<i>500</i>
<i>76 – 160</i>	<i>600</i>
<i>161 – 500</i>	<i>External diameter + 400</i>
<i>Over 500</i>	<i>External diameter + 400</i>

PSDB 5.4 EXCAVATION

Add the following to the provisions of clause 5.4:

Except with the written permission of the Engineer, the total length of an open trench along any section of pipeline, in advance of pipe laying operations, shall at no time exceed 400m in length.

No shoring will be measured. This however in no way relieves the Contractor of his obligations under the Occupational Health and Safety Act. Any shoring used by the Contractor will not be separately measured and paid for. The cost of shoring used, as well as the cost of any additional excavations required to install the shoring, will be deemed to be included in under the provisions in the tendered rates of clause 8.3.2 Excavation.

All pipelines to have a minimum cover to top of pipe of 700mm. All pipelines on road crossings to have a minimum cover to top of pipe of 1000mm.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB 5.5 TRENCH BOTTOM

Add the following to the provisions of clause 5.5:

Where the bottom of the trench has been excavated to a depth or width greater than that specified or ordered, the Contractor shall at his own expense replace the excess material removed with suitable fill material compacted to 90% MOD AASHTO density, or with a 10 MPa concrete, as directed by the Engineer.

PSDB 8 MEASUREMENT AND PAYMENT**PSDB 8.3 SCHEDULED ITEMS****PSDB 8.3.2(a) EXCAVATION**

Replace the first sentence to the provisions of clause 8.3.2 with the following:

Items will be provided for various pipe diameters in steps not greater than those specified in clause PSDB 5.2 and various depths in increments of 0,5m measured from the top of the trench to the bottom of the bedding layer.

PSDB 8.3.2(d) BENCHING

Add the following clause:

The rate for benching shall cover the cost of the excavating machine to level off the material on a side slope, enabling it to have a level platform to excavate the pipe trench. The quantity to be measured in m³.

PSDK SANS 1200 (SECTION DK): GABIONS AND PITCHING**PSDK 3 MATERIALS****PSDK 3.1.2 Gabion cages**

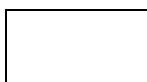
Replace the provisions of clause 3.1.2 with the following:

Gabion boxes and mattresses shall comply with the requirements of SANS 1580:2010 and be manufactured from mild steel wire, complying with SANS 675 and shall be Class A zinc coated in accordance with SANS 935.

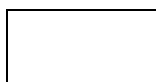
The standard sizes of boxes and mattresses shall be as follows:

a) Boxes:

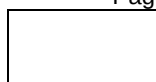
- Length: 1m, 2m, 3m and 4m
- Width: 1m
- Depth: 1m



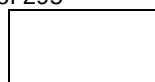
Contractor



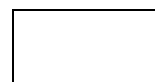
Witness 1



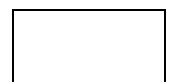
Witness 2



Employer



Witness 1



Witness 2

- *Diaphragm spacing:* 1m

b) *Mattresses*

- *Length:* 2m, 3m, 4m and 6m
- *Width:* 1m and 2m
- *Depth:* 0,3m or 0,5m (As specified)
- *Diaphragm spacing:* 0,6m or 1,0m (As specified)

PSDK 3.1.3 Geotextile

Add the following to the provisions of clause 3.1.3:

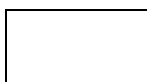
Filter fabric for groundwater drains shall be a non-woven continuous filament, needle punched, polyester geotextile having the following physical characteristics:

Properties	Units	A2	A4
<i>Mass</i>	<i>g/m²</i>	<i>150</i>	<i>210</i>
<i>Thickness</i>	<i>mm</i>	<i>1.6</i>	<i>2.0</i>
<i>Throughflow at 100mm head</i>	<i>l/s/m²</i>	<i>264</i>	<i>215</i>
<i>Permeability at 1×10^{-3}</i>	<i>m/s</i>	<i>4.2</i>	<i>4.3</i>
<i>Tensile strength - Machine</i>	<i>kN/m</i>	<i>11</i>	<i>16</i>
<i>Porosity</i>	<i>%</i>	<i>93</i>	<i>93</i>

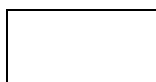
The material shall be placed as directed and shall not be exposed to direct sunlight for prolonged periods.

PSDK 3.1.6 Steel wire for bracing

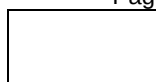
Steel wire used for lacing (binding) shall have a nominal diameter of 2.2mm and be manufactured from mild steel wire, complying with SANS 675 and shall be Class A zinc coated in accordance with SANS 935.



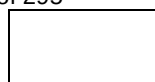
Contractor



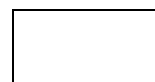
Witness 1



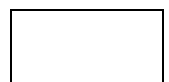
Witness 2



Employer



Witness 1



Witness 2

PSDM**SANS 1200 (SECTION DM): EARTHWORKS (ROADS, SUBGRADE)****PSDM 3 MATERIALS****PSDM 3.2 CLASSIFICATION FOR PLACING PURPOSES****PSDM 3.2.3 Selected layer**

Replace the provisions of clause 3.2.3 with the following:

The minimum specification for the material to be used for the selected layer is as follows:

- a) The material shall have a CBR of at least 15% at a compaction of 93% of modified AASHTO density.*
- b) The maximum particle size to be no more than 63mm.*
- c) Grading Modulus to be no more than 2.7 and no less than 0.75*
- d) The material shall have a PI of not exceeding 12.*
- e) The material shall be capable of being compacted to 95% of modified AASHTO density.*

PSDM 3.2.4 Gravel surfacing

Replace the provisions of clause 3.2.4 with the following:

The minimum specification for the material to be used for the gravel surfacing layer is as follows:

- a) The material shall have a CBR of at least 45% at a compaction of 95% of modified AASHTO density.*
- b) The maximum particle size to be no more than 37.5mm*
- c) Grading Modulus to be no more than 2.5 and no less than 1.5*
- d) The material shall have a PI of not exceeding 10.*
- e) The material shall be capable of being compacted to 95% of modified AASHTO density*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM 5 CONSTRUCTION
PSDM 5.2 METHODS AND PROCEEDURES
PSDM 5.2.6 Gravel surfacing

Add the following to the provisions of clause 5.2.6:
The minimum thickness for the gravel surfacing layer shall be 150mm and the material shall be in accordance with the provisions of PSDM 3.2.4.

PSDM 5.2.8 Transport
PSDM 5.2.8.1 Free haul

Replace the provisions of clause 5.2.8.1 with the following:
All haul of material within which the Contractor will be required to move material on, and off site will be regarded as free haul.
All haul of material imported from both commercial sources and from borrow pits will be regarded as free haul.
No overhaul will be allowed for in this contract.

PSDM 5.2.8.2 Overhaul

Replace the provisions of clause 5.2.8.2 with the following:
No overhaul will be allowed for under this contract.

PSDM 7 TESTING
PSDM 7.3 ROUTINE INSPECTION AND TESTING
PSDM 7.3.2 Densities

Add the following to the provisions of clause 7.3.2:
Notwithstanding the provisions of clause 7.3.2 and Table 2, no single test result which is below the specified density will be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDM 8 MEASUREMENT AND PAYMENT

PSDM 8.3 SCHEDULED ITEMS

PSDM 8.3.3 Treatment of roadbed

Add the following to the provisions of clause 8.3.3:

The rates for treatment of roadbed shall include the costs to cover all density testing.

PSDM 8.3.5 Selected layer compacted to 93% of modified AASHTO maximum density.

Add the following to the provisions of clause 8.3.5:

The rates for the selected layer shall include the costs to cover all density testing.

PSDM 8.3.7 Cut to spoil or stockpile from

Add the following to the provisions of clause 8.3.7:

Measurement will be in terms of the classes of materials in accordance with the provisions of PSDA 3.1.2.

PSDM 8.3.16 Gravel surface layer

Add the following to the provisions of clause 8.3.16:

The rates for gravel surface layer shall include the costs to cover all density testing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG SANS 1200 (SECTION G): CONCRETE (STRUCTURAL)**PSG 3 MATERIALS****PSG 3.2 CEMENT****PSG 3.2.1 Applicable specification**

Add the following to the provisions of clause 3.2.1:

Unless agreed to otherwise by the Engineer, the cement used on the Works shall be CEMII 32.5 for concrete up to and including specified strength 20MPa and CEMII 42.5 for concrete where greater strengths are required.

PSG 3.2.3 Storage of cement

Add the following to the provisions of clause 3.2.3:

Cement and Fly Ash shall not be kept in storage for longer than 4 weeks without the Engineer's permission.

PSG 3.4 AGGREGATES**PSG 3.4.1 Applicable specification**

Add the following to the provisions of clause 3.4.1:

Sand from a source selected by the Contractor and approved by the Engineer after testing will be used under this Contract.

PSG 3.4.2 Use of plums

Add the following to the provisions of clause 3.4.2:

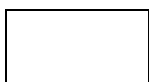
The use of plums will be permitted only in mass concrete fill and only if agreed to by the Engineer.

PSG 3.5 ADMIXTURES**PSG 3.5.1 Applicable specification**

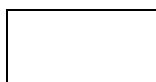
Replace the provisions of clause 3.5.1 with the following:

Watertight concrete to contain an admixture that complies with a crystalline waterproofing additive with a non-toxic tracing agent and have a warrantee of 20 years. The dosage is limited to a minimum of 0.8% by weight of the cementitious content in accordance with the manufacturer's specifications.

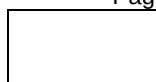
No other admixtures will be allowed for without the submission of a mix design and a trial mix that has been approved by the Engineer.



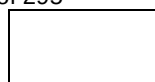
Contractor



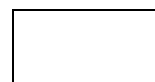
Witness 1



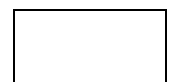
Witness 2



Employer



Witness 1



Witness 2

PSG 5 CONSTRUCTION**PSG 5.5 CONCRETE****PSG 5.5.1 Quality****PSG 5.5.1.5 Durability**

Add the following to the provisions of clause 5.5.1.5:

The exposure conditions at the site of the works are to be considered as being "Severe".

PSG 5.5.1.6 Prescribed mix concrete

Replace the provisions of clause 5.5.1.6 with the following:

The Contractor will be responsible for the design of the prescribed mix concrete to the required grade and strengths as specified by the Engineer. The Contractor will specify the source of supply of the materials used for the mix together with a mix design and trial mix. The Engineer will evaluate the mix design together with the results of the trial mix and confirm acceptance or rejection thereof.

PSG 5.5.1.7 Strength concrete

Add the following to the provisions of clause 5.5.1.7:

- a) *Concrete for general works:*
- v) *There shall be two grades of strength concrete used on the works designated grades 25/19 and 35/19, composed of cementitious material, sand and stone as specified hereinbefore, proportioned as follows:*

Grade	Size of stone (mm)	Cement (kg)	Sand (m³)	Stone (m³)
25/19 MPa	19	50	0.085	0.125
35/19MPa	19	50	0.075	0.100

Concrete slump shall be 75mm.

- b) *Concrete for water retaining structures:*

shall be 35MPa concrete although the characteristic strength with normal aggregates could be well in excess of 40MPa. The mix proportions outlined below are specified

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

to obtain adequate durability for severe exposure conditions. Control on site will be by comparison of site cube test results with laboratory cube test results.

CEM II 42,5 and Fly Ash (FA) are to be blended into a mixture such that the combined cementitious material comprises 30% FA and 70% CEM II 42,5 by mass.

The minimum and maximum cementitious mixture contents of concrete shall be 325 and 450 kg/m³ respectively. The maximum stone size is 19 mm. The maximum water content shall be 200 litres/m³. The ratio of the combined cementitious mixture water shall be 2,1:1 unless that ratio gives rise to lower cementitious mixture contents than that allowed, in which case a higher ratio will be required.

Concrete slump shall be 75mm.

c) Design mixes:

The concrete mixes for the various grades of strength concrete shall be designed by an approved laboratory. At least six weeks before placing any concrete on the works the Contractor shall supply and deliver to the approved laboratory, at his own cost, samples of the aggregates he proposes to use in the concrete mixes. The approved laboratory will be bound by the requirements of this specification and shall prepare a batch of the designed mix and manufacture six cubes for compression testing in accordance with SANS Method 863, three of which will be crushed at 7 days and three at 28 days. The Contractor shall be liable for all costs incurred for the preparation of mix designs.

Tenderers are at liberty to use the laboratory to prepare mixes should they so require for guidance in pricing the grades of strength concrete. No payment for costs thus incurred will be made to the Tenderers.

PSG 5.5.1.8 No-fines concrete

Add the following new clause 5.5.1.8:

No-fines concrete shall be composed of ordinary Portland cement and coarse aggregate only, the fine aggregate being omitted from the mix. The proportions of the cement and stone shall be one (1) part by volume of cement to eight (8) parts by volume of stone.

The stone shall comply with the grading requirements of 19mm single sized crushed stone to Table 7 of SANS 1083. Only sufficient water shall be added to the mix to produce a smooth grout to completely cover each and every particle of aggregate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Proportions may be varied on site with the approval or as directed by the Engineer to obtain a more satisfactory result. The upper surface of the no-fines is to be finished off with a wood float to provide a smooth working surface while adding just sufficient dry mix mortar (1:8 mortar mix) to close the upper surface of the voids in order to prevent ingress of foreign matter into the interstices.

Mixing shall be carried out in a mechanical batching plant and the hopper shall first be charged with the aggregate to which a small quantity of water has been added to moisten the aggregate particles. The cement shall then be added followed by the remainder of the water.

The no-fines concrete shall be placed within 20 minutes of having been mixed and shall be rodded and hand tamped into position. The use of vibrators will not be permitted.

No traffic shall be permitted to traverse the surface of the no-fines concrete during the three days following upon placing and then following that planks or boards must be placed over for that purpose.

PSG 5.5.2 Batching

PSG 5.5.2.3 Aggregates

Add the following to the provisions of clause 5.5.2.3:

Notwithstanding the fact that in Clauses PSG 5.5.1.7 the proportions of sand and stone aggregates may be given by volume, batching is to be by mass using an approved type of weigh-batching plant.

PSG 5.5.5 Placing

PSG 5.5.5.10 Blinding

Add the following new clause 5.5.5.10:

Beneath all structural grades of concrete, or elsewhere if so ordered by the Engineer, or shown on drawings, the bottom of the excavation is to be covered by a blinding layer (screed) in Grade 15/19PMa concrete to a depth of minimum 25mm and maximum of 150mm to prevent disturbance of the ground and to serve as an even and accurately positioned working floor for setting steel and placing foundation concrete. This blinding layer shall be laid immediately after excavations have been taken out, trimmed to the required depths and have been inspected and approved by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG 5.5.7 Construction joints**PSG 5.5.7.3**

Replace the provisions of clause 5.5.7.3 (a), (b) and (c) with the following:

- a) *All horizontal and vertical construction joints shall be cleaned of all dirt and loose particles and shall be prepared to the satisfaction of the Engineer. All intersections of construction joints with concrete surfaces which will be exposed to view shall be made straight and level or plumb and shall be constructed to the details shown on the drawings.*
- b) *The Contractor is to provide a compressor on site for the whole period during which concreting is in progress, and this must be available for cleaning concrete faces prior to placing fresh concrete or pouring joints.*
- c) *"Blowing off" may generally be carried out on horizontal surfaces but under special circumstances approved by the Engineer it may also be carried out on vertical surfaces. The surface concrete to be prepared shall be between 4h and 8h old after completion of placing and shall be blown off using a mixture of air and water under a pressure of at least 500 kPa or by using a high-pressure water jet until all dirt, laitance, etc is removed and particles of clean coarse aggregate are exposed sufficiently to produce a rough surface. Any loose particles of coarse aggregate shall also be removed. The success of this method of preparation depends on selecting the correct time (dependent on the type of cement) so that the concrete has set to just the necessary degree of hardness. The operation may therefore require to be undertaken outside normal working hours and at night. When the surfaces are at least 12h old any remaining loose fine aggregate particles shall be washed off.*
- d) *"Scabbling", which refers to removal of all surface laitance plus roughening the concrete surface with pneumatic picks in order to expose the coarse aggregate in a uniform pattern, may be carried out on both horizontal and vertical surfaces. The surfaces to be prepared in this manner shall be at least 12h old after mixing the concrete. At least 35% of the roughened surface area shall consist of exposed coarse aggregate.*
- e) *All surfaces prepared either by "blowing-off" or by "scabbling" shall be kept continuously wet until the next lift of fresh concrete is to be placed against them. The minimum time being 12h.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- f) *The use of approved wet-to-dry epoxy resin concrete adhesive, strictly in accordance with the manufacturer's instructions, will be permitted in the formation of concrete joints at surfaces where the concrete is older than 7 days.*

PSG 5.5.7.4 Joint types

Add the following new clause 5.5.7.4:

The specified joint types as per the relevant construction drawings must be installed in accordance with supplier's specifications as per details provided or similar approved.

PSG 5.5.13 Grouting

Add the following to the provisions of clause 5.5.13:

Grouting shall be done to the instruction of the Engineer using materials of suitable consistency. Unless otherwise directed, grouting mixtures shall consist of one (1) part cement to two (2) parts concrete sand by volume, well mixed and with sufficient water added to obtain the required consistency. Where recesses to be filled are of appreciable dimensions, the Engineer may direct the Contractor to replace a proportion of sand with fine stone to reduce shrinkage. The Engineer may also require the Contractor to use non-shrink or other additives in grouting mixtures where these are allowed for in the bill of quantities.

PSG 5.5.13.1 Liquid grout

Add the following new clause 5.5.13.1:

Where liquid grout is required for bolt holes etc, water shall be added in such quantity that, when the material is thoroughly mixed and stirred, it shall flow readily so as to fill all recesses and air spaces in the work to be grouted. Before grouting any section of the work with liquid grout, the surfaces to receive grout shall first be thoroughly cleaned and flushed with water. The grout shall then be introduced in such a manner as to fill effectively all recesses. When the grout has set the surface of the work shall be finished off flush and smooth with cement mortar.

PSG 5.5.13.2 Grouting of pipes /specials through concrete.

Add the following new clause 5.5.13.2:

Where entry holes for pipes/specials have been provided in the walls, the Contractor shall be responsible for the grouting in of such pipes/specials regardless of whether or not these have been supplied by himself.

Before commencing the positioning in holes of any pipes/specials the Contractor shall:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- a) *Remove all shuttering and boxing remaining in the holes.*
 - b) *Make any alterations required to the position and shape of the holes.*
 - c) *thoroughly clean and scabble the sides of the holes so as to obtain satisfactory bond surface for the new concrete*
 - d) *free all surfaces of the pipes/specials of all coatings, and thoroughly scrape and clean the pipes/specials*

After accurately positioning the pipes/specials in the respective holes, the Contractor shall fix the pipes/specials in a suitable manner to prevent movement.

Immediately prior to grouting being carried out by the placing of mortar and concrete around the pipes, the surface of the existing concrete shall be saturated with water. All surplus water shall be removed, and the surface covered with a layer, approximately 12 mm thick, of mortar consisting of three (3) parts concrete sand and one (1) part cement.

The concrete ingredients shall be mixed and placed as dry as possible to obtain a dense, waterproof concrete. Where a watertight seal is required, the concrete shall be carefully worked around the puddle flange, if any, and the pipe barrel or body of the special, and shall be vibrated in layers so as to obviate any falling away from pipe/special surfaces of the concrete already placed.

The whole shall, when set, form a dense, homogeneous, and waterproof mass. A spare vibrator with an independent power source shall be kept in readiness to ensure continuity of placing in the event of the breakdown of the duty vibrator.

Smooth formwork that has been suitably strengthened for use with a vibrator shall be provided for facing the concrete around each pipe/special.

PSG 5.5.13.3 Dry-packed grout

Add the following new clause 5.5.13.3:

When dry-packed grout is specified, under baseplates etc, only sufficient water shall be added to make the mixture ball when squeezed in the hand. Before any grouting is done with dry caulking the surfaces between which the caulking is to be placed shall first be thoroughly cleaned and flushed with water. All surplus visible water shall be wiped or blown away and the dry caulking shall be forcefully rammed or hammered into place using suitable tools. Exposed surfaces shall be finished off neatly with a trowel and extensive exposed areas shall be covered with wet sacking and kept damp for at least 24 hours.

Where additives are required for grouting operations, these shall be brought on to site in the manufacturer's unopened containers and used strictly in accordance with the manufacturer's instructions which the Contractor shall not fail to obtain. If necessary, the Engineer may require the Contractor to undertake preliminary tests to check the behaviour of proprietary additives under the conditions pertaining on the site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG 5.5.13.4 Epoxy grout (Epoxy mortar type only)

Add the following new clause 5.5.13.4:

The manufacturer's instructions shall be observed and followed when an epoxy grout is used.

PSG 5.5.16 Joint types

Add the following new clause 5.5.16:

Where cement mortar is specified for filling around pipes etc, water shall be added to obtain a firm paste which can be worked with a trowel but is not fluid. Surfaces to receive mortar shall be well wetted and excess water allowed to drain or be removed. The mortar shall be worked into place with a trowel or tamping rod, exposed surfaces floated off and covered with wet hessian for 24 hours and allowed to harden without disturbance.

PSG 7 TESTS

PSG 7.2 TESTING

PSG 7.2.3 Laboratory testing

Add the following to the provisions of clause 7.2.3:

The contractor shall be responsible for all costs incurred in the making of structural concrete cubes and having these tested.

PSG 7.2.5 Water tightness testing

Add the following new clause 7.2.5:

Unless otherwise ordered by the Engineer, all water containing structures shall be tested for water tightness. Each structure shall be filled in four stages up to top water level, unless it is obvious that some appreciable leak has developed and that a test is not possible.

As soon as the water surface is reasonably steady after filling, the water level is to be established and recorded by means of a hook gauge to be provided by the Contractor, and thereafter, is to be measured and recorded by the Engineer, in relation to a fixed bench mark, each successive 24 hours or less and the results graphed so as to establish the progressive rate of absorption and leakage.

If the rate of leakage at any stage exceeds one (1) litre per m² of wetted concrete surface per 24 hours (plus an allowance for evaporation if the structure is unroofed) at the end of three days in the case of the first three stages, and at the end of seven days in the case of the fourth stage, and there is no prospect, in the opinion of the Engineer, of the rate of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

leakage becoming as low as that, he shall have the right to deem the water containing structure to be not watertight, and to notify the Contractor accordingly. The Contractor shall forthwith take such steps, at his own expense and to the approval of the Engineer, as may be considered necessary to achieve water tightness, other than plastering the floor and inside walls.

In the event of the steps taken by the Contractor proving ineffective in reducing the rate of drop in water level over a period of 7 days to less than the equivalent of one litre per m² of wetted concrete surface per 24 hours (plus an allowance for evaporation if the structure is unroofed) the Engineer shall have the right, if he considers there is no prospect of the leakage taking up in a reasonable period to the rate stated, to order the Contractor to carry out at his own expense, approved steps, on completion of which the Contractor shall again clean out and test in the manner specified and at his own expense.

Notwithstanding the fact that a structure may have passed the test described in the aforementioned paragraphs, it will not be accepted if there are any leaks or damp spots on any exterior surface. Any such defects shall be sealed and repaired in a manner and to a standard acceptable to the Engineer.

Water tightness of concrete roofs shall be tested by the continuous sprinkling of water over the roof with approved sprinklers so that a film of water is maintained on the surface of the slab. The roof shall be considered watertight if there are no damp patches visible on the underside after 48 hours of sprinkling or ponding.

In the event of leakage being evident at any time during the Defects Liability Period the Engineer, before issuing his Final Certificate may call for further rectification and testing as already described, if he considers such to be necessary, and will have the right to withhold this Certificate until he considers the work to be satisfactory.

PSG 8 MEASUREMENT AND PAYMENT

PSG 8.4 SCHEDULED CONCRETE ITEMS

PSG 8.4.3 Strength concrete, grade

Add the following to the provisions of clause 8.4.3:

Where specified on the construction drawings and/or in the bill of quantities, the tendered rate shall include the cost for the provision of all additives required as per clause PSG 3.5.1 in the concrete ensuring a water tight concrete finish conforms to the requirements of clause PSG 7.2.5.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG 8.5 JOINTS

Add the following to the provisions of clause 8.5:

The tendered rate shall cover the cost of all materials and labour for the construction of the joint type as specified on the construction drawings and in accordance with the manufactures specifications and requirements.

No payment will be made for “unforeseen joints” between casts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PSHA SANS 1200 (SECTION HA): STRUCTURAL STEELWORK
(SUNDRY ITEMS)**

PSHA 3 MATERIALS

PSHA 3.1 STRUCTURAL STEEL

Add the following to the provisions of clause 3.1:

All structural steel straining posts, droppers, gates, etc shall be in accordance with the provision of clause 3.1.

All structural steel straining posts, droppers, gates, etc shall, on completion of fabrication shall be hot dipped galvanised. The galvanizing process, including the cleaning & preparation of steelwork is to be carried out in accordance with the recommendations of SANS 121.

PSHA 3.3 BOLTS NUTS AND WASHERS

PSHA 3.3.1 Bolts and nuts (Other than friction grip)

Add the following to the provisions of clause 3.3.1:

All bolts nuts and washers to be galvanised and in accordance with SANS 121.

PSHA 3.4 FENCING

PSHA 3.4.1 Straining wire

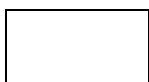
Straining wires shall be 3.15 diameter galvanised wire in accordance with SANS 675 strained neatly and tied to straining posts.

PSHA 3.4.2 Welded mesh fence

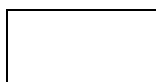
Welded mesh shall be galvanised in accordance with SANS 675 with apertures of 100mm x 50mm. The nominal diameter of the wire shall be 2.0mm and the welded mesh fence shall be 1.8m high.

PSHA 3.4.3 Razor wire

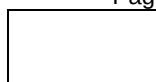
Razor wire shall be the 500mm flat wrap razor wire type with a nominal diameter of 2.5mm thick and shall be galvanised in accordance with SANS 675.



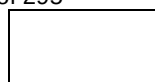
Contractor



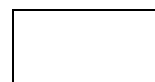
Witness 1



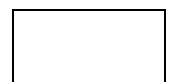
Witness 2



Employer



Witness 1



Witness 2

PSHA 8 MEASUREMENT AND PAYMENT

PSHA 8.3 SCHEDULED ITEMS

PSHA 8.3.1 Structural steel

Add the following to the provisions of clause 8.3.1:

The rate shall include the cost for all hot dipped galvanizing of all structural steel members, bolts, nuts and washers as per the provisions of clause 3.1 and 3.3.

The rate shall include all fencing straining wire, welded mesh and razor wire and include the cost for all galvanizing as per the provisions of clause 3.4.

PSHA 8.3.5 Erection or instillation only

Add the following to the provisions of clause 8.3.5:

The rate shall cover the costs for offloading, storing of materials on site, assembly, erection, provisions of erection equipment, alignment, temporary works and all safety measures required.

The rate shall cover the costs for the provisions of excavations and of the casting of the structural steel straining posts, droppers, gates, etc in 25MPa concrete in position as per the construction drawings provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL**SANS 1200 (SECTION L): MEDIUM PRESSURE PIPELINES****PSL 3 MATERIALS****PSL 3.1 GENERAL**

Add the following to the provisions of clause 3.1:

Except where galvanised steel pipe is specified, or unless otherwise stated, water pipes of the appropriate class shall be uPVC for nominal sizes 50mm up to 315mm and HPDE for nominal sizes less than 50 mm and including 50 mm where stated.

PSL 3.4 STEEL PIPES, FITTINGS AND SPECIALS

Add the following to the provisions of clause 3.4:

Klambon pipes shall have a minimum wall thickness of 4.5mm and be Galvanised Cut Grooved Pipe with 40bar Victaulic Coupling (Klambon). These pipes require additional Cathodic Protection by means of Tosawrap Pipes.

PSL 3.7 OTHER TYPES OF PIPES**PSL 3.7.1 uPVC pipes**

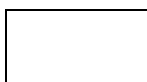
Replace the provisions of clause 3.7.1 with the following:

- a) uPVC pipe shall comply with ISO 4422 (SANS 966 Part I) specifications*
- b) mPVC pipe shall have a working stress not exceeding 17,5 MPa for pipes 110mm diameter and larger and not exceeding 12,5 MPa for pipes smaller than 110mm diameter and shall comply with the requirements of SANS 966 Part II*
- c) HDPE pipe shall comply with ISO 4427 (SANS 533) specifications*
- d) The minimum working pressure for plastics pipes shall be 9 Bar*

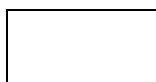
PSL 3.8 JOINTING MATERIALS**PSL 3.8.3 Flanges and accessories**

Add the following to the provisions of clause 3.8.3:

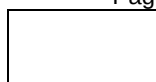
The dimensions and drilling of flanges for valves must comply with SANS 1123 as follows except where otherwise scheduled:



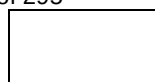
Contractor



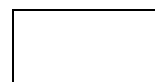
Witness 1



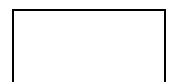
Witness 2



Employer



Witness 1



Witness 2

Valve class	Applicable table
<i>Class 10</i>	<i>Table 1000/3 but flat faced</i>
<i>Class 16</i>	<i>Table 1600/3 but flat faced</i>
<i>Class 25</i>	<i>Table 2500/3 but flat faced</i>
<i>Class 40</i>	<i>Table 4000/3 but flat faced</i>

All joint sets to have full face gaskets.

PSL 3.9 CORROSION PROTECTION

PSL 3.9.3 Protection against electrolytic corrosion

Add the following to the provisions of clause 3.9.3:

All buried flanges incorporating mild steel components shall be wrapped in the following manner:

- a) The joint shall be cleaned and primed in accordance with the manufacturer's instructions, packed with petrolatum paste (Denso S105 or equal approved) and wrapped with petrolatum tape, care being taken to eliminate all voids to achieve a smooth profile.*
- b) Thereafter the joint shall be wrapped with medium-duty PVC backed adhesive tape providing a 50% overlap to 100mm beyond the petrolatum tape.*

Final treatment of valves in place:

After erection on site all valves situated in culverts, underground chambers or exposed conditions shall be cleaned thoroughly to remove all traces of oil or grease, dust, moisture, etc and the paintwork refurbished where necessary to restore the condition to that at the time of leaving the factory in accordance with the clause PSL 3.9.7. Where flanges etc are not scheduled or ordered by the Engineer to be fully wrapped, a sufficient quantity of "Denso" (or similar approved) petrolatum mastic shall then be packed around all bolt heads, nuts and exposed threads to give a minimum thickness of 5mm of mastic cover over such protrusions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL 3.9.5 Joints, bolts, nuts and washers

Replace the provisions of clause 3.9.5 with the following:

All bolts, nuts and washers supplied to the works shall be hot-dip galvanised grade 8.8.

PSL 3.9.7 Painting and corrosion protection of ferrous valves

Add the following new clause 3.9.7:

The cleaning and painting of the external surfaces of ferrous valves (i.e. valves having steel or cast-iron bodies) is to be carried out at the factory prior to dispatch to site as specified hereunder.

Surfaces of Valves:

The internal surfaces of cast iron wedge gate valves are to be fusion bonded epoxy (FBE) powder coated internally and externally.

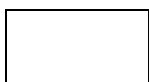
External Surfaces of Valves to be Painted:

The external surfaces of ferrous valves to be painted shall be prepared to a thoroughly clean condition, free of all grease and deleterious matter. Steel and cast-iron surfaces shall be prepared in accordance with Swedish Standard SIS 05 5900 for an Sa2½ finish.

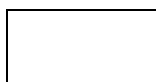
Paint Systems:

Immediately after cleaning, the external surfaces shall be coated with one of the following paint systems:

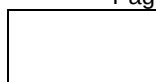
- a) System 1 - for valves situated in culverts, underground chambers or exposed conditions, apply one coat of self-etching prime (PA 10 or similar approved), followed by three coats bitumen emulsion ("Ravenol" or similar approved).*
- b) System 2 - for valves situated in pump stations etc, apply one coat zinc chromate primer to SANS 679 Type 1 followed by one coat of undercoat (tinted where necessary), and two coats of best quality gloss enamel. The colours to be used specified by the Engineer. The total dry film thickness of the system shall not be less than 250 micrometres.*
- c) System 3 - for buried valves, the requirements for the corrosion protection of buried valves and flanges by packing with a petrolatum mosaic system are given elsewhere in this specification.*



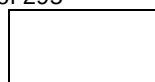
Contractor



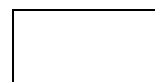
Witness 1



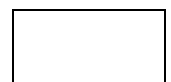
Witness 2



Employer



Witness 1



Witness 2

PSL 3.10 VALVES**PSL 3.10.1 Gate valves**

Add the following new clause 3.10.1:

Gate valves must be provided with the following:

- a) Non-rising spindles*
- b) Handwheels with the direction of rotation to close and open marked thereon (except where scheduled to be provided with caps)*
- c) The direction of rotation for closing the valve must be anti-clockwise when viewed from the top (unless scheduled otherwise)*
- d) Type B bronze trim, except where type 316 stainless steel to BS 970 is scheduled*
- e) Suitable gearing, where necessary to limit the maximum torque to be applied at the handwheel to 95Nm under an unbalanced pressure equal to the maximum working pressure for the classes specified or scheduled*
- f) An identification plate*
- g) The facility to permit repacking of the gland whilst the valve is under pressure*
- h) Jacking screws for valves with a nominal bore greater than 450mm*

Gate valves for use with cast iron and steel pipes:

In addition to the requirements above gate valves for use with cast iron and steel pipes must be provided with the following:

- a) Double flanges. The flanges must be flat faced and drilled to the tables specified. The back of the flanges must be spot faced (As per Clause 3.3.11.2 of SANS 664)*

Gate valves for use with PE-HD pipes:

In addition to the requirements above gate valves for use with PE-HD pipes must be provided with the following:

- a) Socketed both ends complete with rubber sealing rings*
- b) Mounting feet designed for direct grouting into concrete except where scheduled to the contrary*
- c)*

Testing:

Hydraulic tests must be carried out at the factory in accordance with SANS 664 or SANS 191 as applicable to the following test pressures for wedge gate valves:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- a) *Cast steel or spheroidal graphite iron shall be used in lieu of cast iron where necessary for strength purposes.*

PSL 3.10.3 Air valves

Add the following new clause 3.10.3:

The materials and workmanship employed in the manufacture of air valves shall be at least equal to the standard required by SANS 664 or SANS 191 for waterworks pattern valves. Vent-O-Mat type air release valves are to be used.

Up to three types of air valve may be called for in the Schedule of Quantities namely:

- a) *Small orifice air valves (SOAV)*

A SOAV shall be capable of releasing accumulations of air at all pressures throughout the working pressure range and shall be drop-tight over the full working pressure range when closed. These air valves shall be fitted with an isolating cock and 25,4 mm diameter inlet ferrule threaded to B.S. pipe thread.

- b) *Large orifice air valves (LOAV)*

A LOAV shall be suitable for admitting or expelling large quantities of air during emptying and filling of the pipeline. These air valves shall be fitted with a separate (not integral) isolating valve, a drain cock, a flanged inlet and be capable of withstanding the maximum specified body test pressure as well as being drop tight over the full range of working pressure when closed.

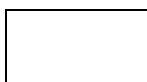
- c) *Double orifice air valves (DOAV)*

A double orifice air valve shall consist of a SOAV and a LOAV combined into one body casting and be capable of satisfactorily carrying out both functions as called for under (a) and (b) above. It shall be equipped as for the LOAV.

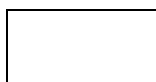
Testing:

Each type of air valve is to be pressure tested at the factory as follows:

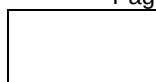
- a) *First, fill the valve with water and apply the maximum working pressure through the inlet of the valve and maintain for at least 5 minutes. Under this condition there shall be no loss of water from the valve.*
- b) *Second, reduce the pressure applied under (a) above to atmospheric pressure, empty the valve and refill slowly expelling the air through the valve seatings until full of water. Raise the pressure to the minimum working pressure, maintain that pressure for at least five minutes and again there shall be no loss of water from the valve.*



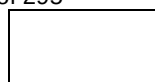
Contractor



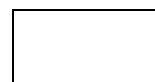
Witness 1



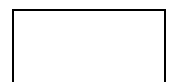
Witness 2



Employer



Witness 1



Witness 2

PSL 5 CONSTRUCTION**PSL 5.1 LAYING****PSL 5.1.4 Depths and cover**

Add the following to the provisions of clause 5.1.4:

All pipelines to have a minimum cover to top of pipe of 700mm. All pipelines on road crossings to have a minimum cover to top of pipe of 1000mm as per clause PSDB 5.4.

PSL 5.2 JOINTING METHODS**PSL 5.2.2 Flanges (Steel pipelines)**

Add the following to the provisions of clause 5.2.2:

All insertion gaskets shall cover the full face of the flange.

PSL 5.10 DISINFECTION OF PORTABLE WATER PIPELINES

Add the following to the provisions of clause 5.10:

- d) The cost of sampling and testing shall be included in the Contractor's tendered rates measured under clause PSL 8.2.1.*

PSL 7 TESTING**PSL 7.1 GENERAL**

Add the following to the provisions of clause 7.1:

Testing of each section (or sub-section) of pipeline will be required prior to connecting each new section into the distribution system.

Pressure testing of a section of the distribution system must include any installed branch pipeline, terminal fitting and consumer connection within that section, whether metered or not.

All consumer connections will be tested up to the standpipe under full working pressure and all joints must be shown to be drip tight over a period of not less than 24 hours.

The rates tendered for the installation of the pipes is deemed to include for the cost of all testing.

PSL 8 MEASUREMENT AND PAYMENT**PSL 8.2 SCHEDULED ITEMS****PSL 8.2.1 Supply, lay and bed pipes complete with couplings**

Page 241 of 295

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Add the following to the provisions of clause 8.2.1:

Clause 8.2.1 of SANS 1200L shall apply except that all reference to bedding of pipes to be omitted as this would be measured under SANS 1200 LB.

The tenderer rates shall include the cost for disinfecting and sterilizing of pipes on completion of the works.

PSL 8.2.2 Extra-over 8.2.1 for the supplying, laying and bedding of specials complete with couplings

Add the following to the provisions of clause 8.2.2:

The tenderer rates for klambon pipe specials and couplings shall include the cost for the protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5.

PSL 8.2.3 Extra-over 8.2.1 for the supplying, fixing and bedding of valves

Add the following to the provisions of clause 8.2.3:

All valves shall comply with the clause PSL 3.8.3 and PSL 3.10 and all flanges must be the class as specified in the Bill of quantities. The tenderer rates shall include the cost for the protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5.

PSL 8.2.16 Supplying, fixing and bedding of valves, couplings and specials to miscellaneous works

Add the following new clause 8.2.16:

All valves shall comply with the clause PSL 3.8.3 and PSL 3.10 and all flanges must be the class as specified in the Bill of quantities. The tenderer rates shall include the cost for provision of each valve, coupling and special together with the costs of handling, fixing, bedding and testing of the works. Included in the tendered rates shall be the provision for protection against electrolytic corrosion as per the requirements of clause PSL 3.9.3 and PSL 3.9.5, as well as the shuttering and non-shrink epoxy grout if required securing the works in place in accordance with PSG 5.5.13.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLB 5.2 PLACING AND COMPACTING OF RIGID PIPES

Replace the provisions of clause 5.2 with the following:

- (a) Bedding cradle for rigid pipes shall be supported on a continuous bed of selected granular material of compacted depth of 100mm thick and cover the entire width and length of the trench bottom in accordance with PSDB 5.2. The selected granular material shall be compacted to the density specified in clause 5.1.4.*
- (b) Selected fill blanket for rigid pipes shall be placed on completion of the bedding cradle and laying of pipes. Selected fill blanket shall be placed in layers of 100mm un-compacted thickness over the entire width and length of the trench in accordance with PSDB 5.2 and shall be compacted to the density specified in clause 5.1.4 up to a height of 300mm cover above the top of the pipe. Special care shall be taken when compacting above the pipeline.*

PSLB 5.3 PLACING AND COMPACTING OF FLEXIBLE PIPES

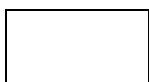
Replace the provisions of (a) and (b) of clause 5.3 with the following:

- (c) Bedding cradle for flexible pipes shall be supported on a continuous bed of selected granular material of compacted depth of 100mm thick and cover the entire width and length of the trench bottom in accordance with PSDB 5.2. The selected granular material shall be compacted to the density specified in clause 5.1.4.*
- (d) Selected fill blanket for flexible pipes shall be placed on completion of the bedding cradle and laying of pipes. Selected fill blanket shall be placed in layers of 100mm un-compacted thickness over the entire width and length of the trench in accordance with PSDB 5.2 and shall be compacted to the density specified in clause 5.1.4 up to a height of 300mm cover above the top of the pipe. Special care shall be taken when compacting above the pipeline.*

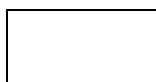
PSLB 5.4 CONCRETE ENCASING TO PIPES

Add the following to the provisions of clause 5.4:

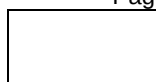
Concrete encasement around any pipes shall span the full length of the pipe such that there is a flexible pipe joint at each end of the encasement. Any expansion joints provided in the encasement must be positioned at a flexible joint between two pipes. Encasement of flexible or rigid pipes over soft ground (CBR<4) shall be reinforced top and bottom in the longitudinal direction, with stirrups at 2 times the depth of encasement. The area of steel shall be between 0,5% and 1% of gross cross-sectional area of encasement, unless otherwise specified by the Engineer or on the construction drawings provided.



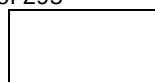
Contractor



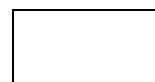
Witness 1



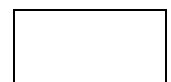
Witness 2



Employer



Witness 1



Witness 2

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.2 SCHEDULED ITEMS

PSLB 8.2.1 Provision of bedding from trench excavations

Replace the first sentence to the provisions of clause 8.2.1 with the following:

The rates shall cover the cost of acquiring, from within 1,0km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material.

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.2 From borrow pits

Replace the provisions of clause 8.2.2.2 with the following:

The rates shall cover the cost of acquiring, regardless of distance, the required bedding from commercial sources, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of material displaced by such importation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLE**SANS 1200 (SECTION LE): STORMWATER DRAINAGE****PSLE 3****MATERIALS****PSLE 3.1****CULVERT UNITS AND PIPES**

Replace the provisions of clause 3.1 (a) with the following:

All precast concrete pipes shall be class 100D unless otherwise specified on the construction drawings with ogee type joints.

PSLE 3.3**BEDDING MATERIALS****PSLE 3.3.1****Bedding cradle and selected fill blanket**

Replace the provisions of clause 3.3.1 with the following:

Materials for the bedding shall comply with the provisions of clause PSLB 5.1.2 and PSLB 5.2.

PSLE 3.4**MANHOLES, CATCHPITS AND ACCESSORIES****PSLE 3.4.2****Prefabricate chambers and shaft**

Replace the provisions of clause 3.4.2 with the following:

Dolomitic aggregate shall be used in the manufacture of precast concrete chamber sections, levelling rings and roof slabs. All precast concrete chamber sections shall have ogee joints.

PSLE 3.4.3**Manhole covers, grid inlets, etc.**

Replace the provisions of clause 3.4.3 with the following:

Approved precast concrete heavy duty roof slabs shall be used in all areas subject to traffic loads such as in road carriageways, verges and service lanes. Approved precast concrete medium duty roof slabs shall be used in all other areas.

Approved concrete manhole covers (heavy duty and/or medium duty shall match the roof slab class) shall be used in all areas.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSLE 3.6 SUBSOIL DRAINAGE**PSLE 3.6.1 Pipes and composite In-plane drainage**

Pipes for subsoil drainage shall have a minimum diameter of 110mm unless specified on the construction drawings and shall be perforated or slotted high-density polyethylene (HDPE) pipes complying with SANS 4427:2.

The size of the perforations in the perforated pipes shall be $\pm 8,0$ mm in diameter and a minimum of 70% of the pipe shall have perforations and have an infiltration capacity index of 55 l/s at 200mm water head. Slotted pipes shall have a slot width of $\pm 2,0$ mm and a minimum of 70% of the pipe shall be slotted and have an infiltration capacity index of 55 l/s at 200mm water head.

Composite in plane drainage shall consist of a perforated or slotted high density polyethylene pipe as per above enclosed with a geotextile filter jacket together with high density polyethylene (HDPE) drainage core net.

The geotextile filter jacket shall be a filter fabric non-woven continuous filament, needle punched, polyester geotextile A2 size in accordance with the provisions of PSDK 3.1.3.

PSLE 3.6.2 Natural permeable material

Natural permeable filter materials for subsoil drainage shall consist of a 19mm crushed stone and shall comply with the requirements given in SANS 1083, Table 5.

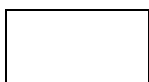
PSLE 5 CONSTRUCTION**PSLE 5.5 CATCHPITS, MANHOLES, INLETS AND OUTLET STRUCTURES****PSLE 5.5.6 Benching**

Replace the provisions of clause 5.5.6 with the following:

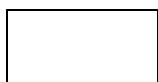
All benching shall be mixed in the proportions (by mass) of 1 part cement, 2 parts sand and 3 parts 7,0mm concrete stone. The sand proportion may be varied between 1.5 and 2.5 to obtain ideal workability.

PSLE 5.8 CONSTRUCTION OF SUBSOIL DRAINAGE**PSLE 5.8.1 Geotextile filter jacket**

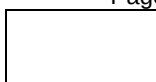
Where specified that geotextile filter jacket shall be used for the lining in subsoil drainage systems, it shall be procured, furnished and installed as specified and shown on the construction drawings. The lining shall not be displaced or damaged in any way when the trench is being filled with natural permeable material. The geotextile filter jacket shall be lapped both longitudinally and transversely by at least 300 mm or as instructed by the



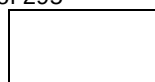
Contractor



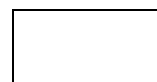
Witness 1



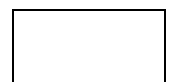
Witness 2



Employer



Witness 1



Witness 2

manufacturers specifications. The transverse lap shall be positioned on top of the box forming the drain and shall be stitched together with plastic, galvanised wire or a strong synthetic thread at metre intervals. The longitudinal lap shall be in the direction of flow.

The geotextile filter jacket material shall be stored under suitable cover and shall not be exposed to direct sunlight for prolonged periods and shall be protected from mechanical damage during installation and construction.

PSLE 5.8.2 Pipes and composite In-plane drainage

The composite in plane fin drain shall be supplied preassembled and the subsoil pipe shall be positioned at the base of the fin, solid channel down and the geotextile filter jacket flap firmly secured around the pipe by means of wire or stapling.

The fin drain shall be placed vertically in the trench against the downstream face of the excavated trench. The approved backfill material shall be placed and compacted in the trench in layers.

PSLE 5.8.3 Inspection eyes

PVC inspection eyes are to be placed at a maximum of 30m apart for both subsoil and fin drains or as instructed on the construction drawings or by the Engineer on site.

PSLE 5.8.4 Testing and flushing

Final acceptance of subsoil and fin drains will be subject to satisfactory testing and flushing after completion and installation of the rodding eye inlets. Flushing tests shall be carried out in the presence of the Engineer by flushing the drain and metering the outflow to ensure the drain is clear of any blockages.

Should blockages be apparent the contractor shall locate and clear the obstruction and repeat the tests until deemed satisfactory by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PARTC4: SITE INFORMATION

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C4.1 NATURE OF GROUND

The site is located within the town of Aliwal North in the Joe Gqabi District Municipality. Bidders are expected to familiarise themselves with the area during the compulsory pre-bid site inspection. No claims would be considered from a Contractor during the Contract as a result with failure to familiarise themselves with the site.

The co-ordinates of the centre of the area under investigation are as follows:

- Longitude: 30° 40' 49"
- Latitude: 26° 43' 00"



The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C4.2 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 FINISHING – OFF THE SITE

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 EXISTING SERVICES

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 PROVING OF UNDERGROUND SERVICES

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer’s representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the GCC(2015) or the Special Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

PART C5: PARTICULAR SPECIFICATIONS

**C5.1 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
FOR PRINCIPAL CONTRACTORS AND SUB-
CONTRACTORS FOR CONSTRUCTION WORK**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Health and Safety Specification

In terms of Construction Regulations 2014

Client



Description of Project Works

Aliwal North WTW Pre-Sedimentation Basins & Holding Dams

Project Location

Walter Sisulu Local Municipality

Date

June 2023

Project Health and Safety Specification developed by:

**Thembelani Mrwetyana, ND: Safety Management
(UNISA)**

Mink-Line Consulting CC

Tel: +27 43 748 5773 ; Cell: +27 82 080 7791; Fax: 086 538 7566

Email: info@minkline.co.za; Website: www.minkline.co.za



South African Institute of
Occupational Safety and Health



South African Institute of Safety and Health (SAIOSH) - South Africa
Association of Construction Health and Safety Management- South Africa
South African Construction Project Management and Construction Management Professions

PROJECT HEALTH AND SAFETY SPECIFICATION TABLE OF CONTENTS

1. Specific Project Information

- 1.1 Introduction and Definitions
- 1.2 Background to the Health and Safety Specification
- 1.3 Purpose of the Health and Safety Specification
- 1.4 Implementation of the Health and Safety Specification
- 1.5 Project Directory
- 1.6 Project Details
- 1.7 Existing Environment
- 1.8 Available Drawings
- 1.9 Project Health and Safety Requirements
- 1.10 Interface and Restrictions by Client
- 1.11 Project Close Out
- 1.12 Safety File Return to Client
- 1.13 Non-Conformance Penalty

2. Further Requirements

- 2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014
- 2.2 Management and Supervision of Construction Work
- 2.3 Notification of Intention to Commence Construction Work
- 2.4 Construction Work Permit
- 2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
- 2.6 Competency for Contractor's Responsible Persons
- 2.7 Compensation of Occupational Injuries Act 130 of 1993 (COIDA)
- 2.8 Occupational Health and Safety Policy
- 2.9 Health and Safety Organogram
- 2.10 Risk Assessments
- 2.11 Health and Safety Representative(s)
- 2.12 Health and Safety Committee
- 2.13 Medical Certificate of Fitness
- 2.14 Health and Safety Training
 - 2.14.1 Induction
 - 2.14.2 Awareness
- 2.15 Competency
- 2.16 General Record Keeping
- 2.17 General Inspection, Monitoring and Reporting
- 2.18 Emergency Procedures
- 2.19 First Aid Box and First Aid Equipment
- 2.20 Accident / Incident Reporting and Investigation
- 2.21 Hazards and Potential Situations
- 2.22 Occupational Health and Safety Signage
- 2.23 Management of Contractors by Principal Contractor
- 2.24 Stacking of Materials
- 2.25 Housekeeping and General Safeguarding on Construction Sites
- 2.26 Construction Vehicles and Mobile Plant
- 2.27 Electrical Installations and Machinery on Construction Sites
- 2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

- 2.29 Water Environments
- 2.30 Fire Precautions on Construction Sites
- 2.31 Construction Employees' Facilities
- 2.32 Fall Protection
- 2.33 Temporary Works
- 2.34 Excavation
- 2.35 Demolition Work
- 2.36 Tunnelling
- 2.37 Scaffolding
- 2.38 Bulk Mixing Plant
- 2.39 Rope Access Work
- 2.40 Hazardous Chemical Substances (HCS)
- 2.41 Noise Induced Hearing Loss
- 2.42 Explosives and Blasting
- 2.43 Personal Protective Equipment (PPE)
- 2.44 Asbestos
- 2.45 Pressure Vessels (Including Gas Bottles)
- 2.46 Fire Extinguishers and Fire Fighting Equipment
- 2.47 Lifting Machinery and Tackle
- 2.48 Ladders and Ladder Work
- 2.49 General Machinery
- 2.50 Portable Electrical Tools
- 2.51 High Voltage Electrical Equipment
- 2.52 Public Health and Safety
- 2.53 Night Work
- 2.54 Environmental Conditions and Flora and Fauna
- 2.55 Occupational Health
- 2.56 Suspended Platforms
- 2.57 Material Hoists
- 2.58 Explosive Actuating Fastening Devices
- 2.59 Confined Spaces
- 2.60 Alcohol and Drugs
- 2.61 COVID-19
- 2.62 General Practices when Working at Heights
- 2.63 Traffic Accommodation
- 2.64 Ventilation and Lighting in the Work Place
- 2.65 Nuclear Density Gauge (Troxler)
- 2.66 Ergonomics Regulation of 2019

Annexure A Requirements for the Safety Plan Assessment

Annexure B Legal Appointments

Annexure C Baseline Risk Assessment

Annexure D Baseline Risk Assessment for Project – COVID-19

Annexure E COVID-19 Site Safety Signage

Annexure F Safety Specification and Baseline Risk Assessment Issue Register

1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a Client;

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

"bulk mixing 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 being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit" means a document issued in terms of regulation 3;

"contractor" means an employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, principal contractor, or a contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

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

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

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

"explosive actuated fastening device" 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 arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

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

"principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

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

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- 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, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling;

"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

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

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"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.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

Tender documents Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION
--

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit application presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.

1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to "definitions" section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to "Client" will apply to their appointed "Safety Agent", where so appointed, in this Health and Safety Specification.

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the Client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the Client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to "definitions" section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY		
Project Client	<i>Joe Gqabi District Municipality</i> Private Bag X102 Barkly East 9786	Tel: 045 979 3061
Contact Person	<i>L. Wana</i>	e-mail: lumanyano@jgdm.gov.za
Engineers	<i>Sikunye Consulting</i> 93 Western Avenue Vincent East London 5247	Tel : 043 726 4389
Contact Person	<i>L. Ketye</i>	e-mail: lungelo@sikunyeconsulting.co.za
Construction Safety Agent	<i>Mink-Line Consulting CC</i> P.O. Box 197 Tecoma 5214	Tel: 043 748 5773
Contact Person	<i>T. Mrwetyana</i>	e-mail: info@minkline.co.za

<i>OTHER PARTIES DIRECTORY</i>		
Provincial Dept. of Labour	14 Hill Street East London 5201	Tel: 043 722 1012
Telecommunications Contractor to refer all queries on location and nature of existing services to the Project Manager / Client, <i>etc.</i> OR Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager. Company: Telkom		Tel: 10215
Water		
Institution:	Walter Sisulu Local Municipality	Tel: 045 979 3119
Electricity		
Institution:	Walter Sisulu Local Municipality	Tel: 051 633 3323
COVID-19 Hotlines		
National Coronavirus Hotline		Tel: 0800 029 999
Provincial Coronavirus Hotline (Eastern Cape)		Tel: 0800 032 364

1.6 PROJECT DETAILS
Description of Works • Site Clearance • Bulk Earthworks • Gabions & Pitching • Structural Steelworks • Pipelines • Stormwater Drainage • M&E Works • Construction of pre-sedimentation basins • Construction of holding dams • Construction of sludge drying beds • Construction of pump station

Anticipated Construction Duration TBA
Provisional Start Date TBA
Completion Date TBA

1.7 EXISTING ENVIRONMENT
Hazards particular to this project: Working near water Working near HCS
Overhead, Above Ground and Underground Services crossing the site: Overhead: Municipal Services; Underground: Municipal Services Ground level: Municipal Services Service Drawings available: Must be requested from Engineers Way leaves required: No Permits required: Excavation Permit, Construction Work Permit Isolations required: If there is any electricity to be moved
Existing structures and surrounding land use (with a significant impact on Health & Safety): Working within an existing Water Treatment Plant.
Existing ground conditions and ground survey report: Required from Engineers
Existing Traffic Systems Condition: Tarred urban roads Restrictions to access: TBA Speed restrictions: As per National Road Act; 20km/h for Construction Vehicles

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS

Significant health and safety hazards identified by Client, Designer and Safety Agent:

Confined Spaces
Contaminated Land
COVID-19
Demolition
Diving Operations
Excavations
Fire
Flammable Liquids / Gas
Fragile Materials
Hazardous Substances
Hot Works
Lead
Members of Public
Night Work
Overhead Services (Working near)
Railway Work
Road Working – in or next to (including Traffic Management)
Snakes
Underground Services
Underpinning
Working at Height
Work over or next to Water
Working with Effluent

Other construction hazards that the contractor can reasonably expect are as follows:

Asphalting
Bricklaying
Brush cutting
Bulk Mixing Plant
Chainsaw Use
Compacting and Filling
Compactor Operations
Concrete Pumping
Crusher Operation
Cutting Kerbs
Cutting Off Disc
Electric Tools and Electrical Installations
Explosive Actuated Fastening Devices
Goods / Passenger Hoist Operation
Hand tools
Kerb Laying
Lifting Operations

Manhole Rings and Pipes Storage
 Manual Handling of General Items
 Material / Passenger Hoist Operation
 Mobile Crane
 Noise and Dust
 Painting
 Paving (Laying)
 Piling
 Plant/Vehicle and Equipment Operation
 Plastering
 Plumbing
 Precast Slab / Unit Laying and Fixing
 Road Construction
 Road Marking
 Rope Access Work
 Scaffold Erection / Dismantling
 Shuttering Walls, Beams, Columns
 Site Strip
 Skipping of Concrete
 Steel Erection
 Steel Fixing
 Street Lighting
 Temporary Work (include False Work, Formwork, Support Work Scaffold and Shoring)
 Tower Crane Erection and Dismantling
 Tower Scaffold
 Troxler Use
 Tunnelling
 Working at Height (excluding scaffold)

NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY & COVID-19)

1. Site establishment & Land and Ground Surveying
2. Excavation
3. Site Preparation – COVID-19
4. Workplace Hygiene – COVID-19
5. Medical Surveillance – COVID-19
6. Social Distancing – COVID-19
7. Transportation – COVID-19
8. Waste Management – COVID-19
9. Access Control / Security Management – COVID-19
10. Emergency Procedures – COVID-19
11. Consequence Management – COVID-19

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Yes

Permit to Enter Excavations: Yes

Road Works Permit: Yes

Permit to Work with Electricity:	Yes
Confined Space Permit:	Yes
Hot Works Permit:	Yes
Permit to Work under Power Lines:	Yes
Blasting:	Yes
Client issued permit for work in restricted areas:	Yes
Temporary Works:	Yes

CONTRACTOR SAFETY OFFICER PROVISION
Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer and client's safety agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site.

The requirement for this site is that a **full time** Safety Officer be appointed by the Contractor.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)
The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK
A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the principal contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION
The Traffic Management Plan must be approved by the Project Manager and, as required, the Traffic Chief as per the National Road Traffic Act, No. 93 of 1996. The Traffic Safety Officer must have training as per Unit Standard 14561 or similar.

ENVIRONMENTAL CONDITIONS
Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning and wind. The open nature of the site works will not preclude any of the above.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles:**Access to site by Construction Workers and Visitors:**

All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD, INCLUDING FOR COVID-19**Site camp location and set up**

- **Restrictions / requirements:** }
 - **Storage areas:** }
 - **Security:** }
- Contractor to advise in consultation
with Engineer / Professional Team

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing. Please note further that COVID-19 control measures form an important part of ablutions provision on site ref soap and water/hand sanitiser, signage, etc:

- **Toilets:** }
 - **Washing facilities:** }
 - **Drinking Water:** }
 - **Shelter:** }
 - **Showers:** }
- Contractor to provide as per Regulations
- Contractor to provide as per Regulations

Mobile site facilities requirements:

A camping toilet/mobile toilet will be required for sites that cannot facilitate a permanent location for ablation units and must be available for each gender per location.

The use of a camping toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public walkway must be fenced off and have controlled access points with the correct signs to indicate the site office for any relevant enquiries.

Warning Notices:

Look Outs:	
<i>PERSONAL PROTECTIVE EQUIPMENT (PPE)</i>	
The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:	
Overalls:	Yes
Safety Harnesses:	Yes, when required
Hard Hats:	Yes
Reflective Vests:	Yes
Goggles / gloves / ear defenders / respiratory protection:	Yes
Safety Footwear:	Yes, as per SABS Standards
Specialist Equipment (e.g. for confined Spaces):	Yes, when required for Specific Task
COVID-19 PPE:	
Disposable Gloves:	When required in risk assessment
Disposable Overall:	When required in risk assessment
Respiratory Protection (i.e. any face mask endorsed by Department of Labour):	Yes
Eye Protection (i.e. goggles or face shield that fully covers the front and side of the face): Yes, When required in risk assessment	
<i>HAZARDOUS SUBSTANCES</i>	
The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:	
Diesel	Petrol
Cement	Bitumen

<i>1.10 INTERFACE AND RESTRICTIONS BY CLIENT</i>
Contractor must note that the following Client activities will continue during construction: WTW Activities
The following Client safety rules and/or requirements are to be observed: All workers are to receive induction prior to commencement of work on site. Other safety rules and requirements to be advised at induction. Please also refer to tender document. <i>As far as reasonable possible and excavations dug must be backfilled the same day, if it is not possible and in the vicinity of Public all measure must be taken to safe guard the trenches. Security should be placed monitoring the trenches at night and if the contractor is not work for a long period of time. (Example Weekends). At any given time a stand by team</i>

must be available for the removing of any water, hence it be rain water, natural underground water or any leaks. Water must no accumulate and the depth of the water must be kept to a minimum.

Restrictions on times, access or other restrictions by Client

Please refer to tender document.

Other restrictions may be advised at induction.

1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project. All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all contractors as well as their close out reports
- List of all contractors who worked on site
- Letters of safety plan approval of contractors by the Principal Contractor
- Mandatory agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Non-conformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.

1.13 NON-CONFORMANCE PENALTY

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non- conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;
- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available 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;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- 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 on the site, 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.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No contractors may be left unsupervised on site by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all- inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may 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 if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work on projects that will –

1. exceed 365 days and will involve more than 3600 person days of construction work; or
2. the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.
 - Grade 7 = R60 000 000
 - Grade 8 = R 200 000 000
 - Grade 9 = No limit

A client may appoint a Construction Health and Safety Agent or Construction Health and Safety Manager to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

A client may appoint a Construction Health and Safety Agent, or Construction Health and Safety Manager based on the scope and risk profile of construction work to represent him/her on matters of health and safety. Provided that, where the question arises as to whether a Construction Health Safety Agent or a Construction Health and Safety Manager is necessary, the decision of an inspector is decisive.

The following minimum documentation will be required during the permit application process:

- Principal Contractor's Health and Safety Plan CR 5(1)(m)
- Baseline Risk Assessment CR 5(1)(a)
- Appointed Principal Contractor's Letter for Good Standing as per CR 5(1)(j)
- Issue Register signed by Designer CR 5 (1)(c)
- Issue Register signed by Principal Contractor
- Declaration signed by Designer CR 5(1)(d) and CV
- Principal Contractor made adequate provision for the cost of health and safety measures (Bill of Quantities) CR 5(1)(g)
- Proof of Principal Contractor's competency and resources to carry out the construction work safely CR 5(1)(h)
- Appointment Letter for Construction Manager, CV, Certificates and List of projects
- Appointment Letter of Safety Officer & Safety Officer's Registration for SACPCMP
- Principal Contractor's Appointment Letter CR 5(1)(k), Company Profile and CIDB grading

After approval of the Construction Work Permit any changes made to the appointed persons on the annexure 1 must be submitted to Department of Labour for approval before the appointed persons are allowed to commence with their tasks.

PLEASE NOTE THAT THE CONSTRUCTION MANAGER (8(1)) NAMED ON THE CONSTRUCTION WORK PERMIT MUST BE THE SAME PERSON THAT ACTS AS THE CONSTRUCTION MANAGER ON SITE. IF THIS WILL NOT BE THE CASE FOR SOME REASON THEN THE SAFETY AGENT MUST BE NOTIFIED OF THE CHANGE BY THE PRINCIPAL CONTRACTOR AT LEAST 7 DAYS BEFORE THE CHANGE IS MADE SO THAT THE SAFETY AGENT CAN AMEND THE CONSTRUCTION WORK PERMIT APPLICATION AND ADVISE THE DEPARTMENT OF EMPLOYMENT AND LABOUR ACCORDINGLY.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.10 Risk Assessments

Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site.**

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS

SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

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

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness that includes a five (5) panel drug test, to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form

of Annexure 3.

- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are fitted with amber rotating beacons and reverse alarms.
- all construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- 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;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water environments

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;

- there are conspicuous notices prohibiting smoking;
- oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and
- adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- 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;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren (fire alarm / horn) is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- and sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Every employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan.

A fall protection plan contemplated above must include-

- a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- a programme for the training of employees working from a fall risk position and the records thereof;

- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that 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;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
- 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 temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- 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;
- a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

A contractor who performs excavation work-

- must take reasonable 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;
- may 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-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - 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 is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers 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;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must 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 must

- before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,
 by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;
 - must 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 –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
 - must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
 - must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
 - must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order 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 by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that-

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- 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
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored, or braced;
- ensure that any support, shoring, or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;

- 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 must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- 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;
- 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
- 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 areas 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.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must 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.

A contractor must ensure that no equipment is used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations 2001.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must 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 all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

2.36 Tunnelling

No person may enter a tunnel which has a height dimension of less than 800 mm.

2.37 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work as per the SANS 10085 of 2004.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act and SANS 10085. Scaffold must be;

- Level and balanced upon the correct footing such as base jacks, U-Jacks, and mobile wheels
- Have the correct Ledgers and bracing methods to secure the frames and Standards
- To be fully boarded with the correct edge protection on both the 0.500m and 1 metre height per working platforms.
- Working platforms to be in accordance with the Tables 4 and 5 of the SANS 10085 for weight restrictions
- Have the correct access that is fitted within the scaffold and grants access to the working platforms and must be fitted with a trap door system.
- Secured with fastening methods such as Reveals and fixed ties according to table 7 of SANS 10085. Buttresses to be used when required.
- Signage must be displayed to indicate if the scaffold is safe or unsafe to use.
- Trestles to be built in accordance with section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.

2.38 Bulk mixing plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing 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.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the Client, the Client's Safety Agent, or any employee.

2.39 Rope Access Work

A contractor must –

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a

- competent person; and
- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless –

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on

- Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a Contractor with proven track record in the type of work to be performed.

The Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
- Permit to transport explosives to be obtained
- Method statement to be drawn up and approved by professional team
- Municipal authorities may require advance notice of planned use of explosives
- Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
- Contractor must have Workman's Compensation and appropriate insurances in place

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Regulations, February 2002. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an initial health evaluation was carried out by an occupational health practitioner within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
 - Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all

Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 *Suspended Platforms*

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer, or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
 - appointment of the competent person;
 - competency of erectors, operators, and inspectors;
 - operational design calculations, which must comply with the requirements of the system design certificate;
 - performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out; and
 - procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational 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 that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform 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;

- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- 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;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
 - the maximum mass load;
 - the maximum number of persons; and
 - the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above 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 must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% 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.

A contractor must 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 before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the Client, the Client's Safety Agent, or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - an emergency;
 - the malfunctioning of equipment; and
 - the discovery of a suspected defect in the equipment; and
 - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.

A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

2.57 Material Hoists

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is -

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- 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
- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause -

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- 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

- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must 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.

A contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.

No contractor may require or permit any person to ride on a material hoist.

A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.

2.58 Explosive Actuated Fastening Device

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
 - it is held against the surface with a force of at least twice its weight; and
 - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device 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 for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device

are-

- controlled and done in writing by a person having been appointed in writing for that purpose; and
- recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

2.59 Confined Spaces

Confined space work must be closely monitored by a competent person appointed by the contractor, to include, but not restricted to, ensuring that the confined space is sufficiently ventilated prior to entry. Oxygen levels to be tested in confined space to ensure that it is safe for entry. Permit system to be in place to declare confined space safe for entry prior to entry. PPE must be worn (such as proper masks) if air supply is insufficient or not of sufficient quality.

Sufficient training must take place in use of all confined space monitoring and access equipment prior to any works commencing in such confined space. It is strongly recommended that a tripod and winch system be in place to afford easy access and egress and for emergency evacuation from the confined space (manholes and chambers). Please also refer to GSR5 on safety requirements for Work in Confined Spaces.

General safety Regulations 5.

(1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

(2) Where the provisions of sub regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-- (a) subject to the provisions of sub regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

(3) Where the provisions of sub regulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—

(a) the provisions of sub regulation (2) (b) are complied with;

(b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);

(c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and

(d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.

(4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.

(5) Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

- (a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
- (b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.

2.60 Alcohol and drugs (GSR 2)

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.
2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.
3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

2.61 COVID-19 (PLEASE NOTE THAT THIS SECTION IS CONSTANTLY UNDER REVIEW)

This section is based on the requirements of Government Gazette No 43257 dated 29th April 2020, No 43364 28th May 2020, No 43400 dated 4th June 2020, No 43476 25th June 2020, No 43521 dated 12th July 2020 and No 43620 17th August 2020 and the latest Disaster Management Act 2002.

The importance of the management and control of this virus by contractors on site is paramount.

For this reason no work is permitted on site until the contractor has submitted proposals in their safety plan to the safety agent and professional team on how the risk of COVID-19 transmission on site will be managed by the contractor (monitoring and implementation of control measures through administrative, physical and other control measure).

DEFINITIONS (Disaster management Act of 2002)

‘adequate space’ means not more than one person per one and a half metres of floor space;

‘Alert Level’ means the determination made under sub regulation 3(2);

‘clinical case’ means a patient that presents with clinical signs and symptoms of COVID-19;

‘COVID -19’ means the Novel Coronavirus (2019- nCov2) which is an infectious disease caused by a virus that has previously not been scientifically identified in humans, which emerged during 2019 and was declared a global pandemic by the WHO in 2020;

‘Criminal Procedure Act’ means the Criminal Procedure Act, 1977 (Act No 51 of 1977);

‘enforcement officer’ includes a member of the South African Police Service, the South African National Defence Force. metro police. traffic officers, immigration inspectors; and a peace officer as defined in section 1 of the Criminal Procedure Act;

‘essential services’ means the services listed in Annexure D;

‘face mask’ means a cloth face mask or homemade item that covers the nose and mouth, or another appropriate item to cover the nose and mouth;

‘gathering’ means any assembly, concourse or procession in or on -

(a) any public road, as defined in the National Road Traffic Act, 1996 (Act No. 93 of 1996); or

(b) any other building, place or premises. including wholly or partly in the open air, and including, but not limited to, any premises or place used for any sporting, entertainment, funeral, recreational, religious, or cultural purposes; but excludes a workplace and a place of residence for those persons ordinarily residing at the residence;

'health protocols' means the COVID-19 health protocols determined by the Director General of Health;

'head of an institution' means the accounting officer of a public institution and the chief executive officer or the equivalent of a chief executive officer of a private institution;

'institution' means any public or private institution, including a sole practitioner and any other business owned and operated by a single person, that is engaged in the supply or distribution of a good or service as set out in the Table 1, or which regulates such supply or distribution, including professional regulatory bodies designated in directions made in terms of regulation 4 of the Regulations;

'isolation' means separating a sick individual with a contagious disease from healthy individuals that are not infected with such disease in a manner that aims to prevent the spreading of infection or contamination;

'national state of disaster' means the national state of disaster declared by Government Notice No. R. 313 of 15 March 2020;

'quarantine' means the restriction of activities or separation of a person, who was or may potentially have been exposed, to COVID-19 and who could potentially spread the disease to other non -exposed persons, to prevent the possible spread of infection or contamination to healthy individuals;

'the Act' means the Disaster Management Act, 2002 (Act No. 57 of 2002); and

'WHO' means the World Health Organisation.

Coronaviruses are a large family of viruses which may cause illness in animals or humans. In humans, several Coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS). The most recently discovered Coronavirus causes Coronavirus disease COVID-19.

COVID 19 is a viral pandemic that has and is causing a great deal of damage to human health, countries' economies and health systems and has led to lock downs, work stoppages and restriction of movement that threatens the existence of many jobs, as well as the way we conduct our normal working and social lives.

In response to the pandemic the government has passed legislation and guidance for employers and employees in the work environment.

People can catch COVID-19 from others who have the virus. The disease can spread from person to person through small droplets from the nose or mouth which are spread when a person with COVID-19 coughs or exhales. These droplets land on objects and surfaces around the person. Other people then catch COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth. People can also catch COVID-19 if they breathe in droplets from a person with COVID-19 who coughs out or exhales droplets. This is why it is important to stay more than one meter away from a person who is sick.

Please refer to Annexure A for details on the criteria that must be considered in the contractor's safety plan response.

2.62 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance to GSR 13A.
- Only competent persons may be allowed to work at heights with a competency (U/S 229998).
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / life lines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.63 Traffic Accommodation

All traffic signs must be displayed as per the traffic management plan drawings.

Size of signs used must be as per the traffic management drawings and all signs to be visible and in good condition.

- Traffic management Plan issued per Road and Traffic act (chapter 13). Must be approved by the Traffic Chief and professional team.
- Plans for signage deployment must be in order and must be placed correctly.
- Traffic management plan must be submitted and must be suitable for the tasks being performed.
- Traffic plan must be implemented and controlled by the sites Traffic safety officer and flag persons.
- Jersey barriers, where used, to be linked.
- No signs to be obstructed.
- STOP/GO structures must be protected against being struck by vehicles (e.g. new jersey barriers)
- Road marking buggies/vehicles must be protected by escort vehicles front and rear.
- Displayed traffic signs must be maintained in a daily register to be checked morning and evenings after works have been finalised.

Night work:

- Signage, traffic accommodation and personnel must be visible (reflective / illuminated).
- Certified, competent traffic officer and flag persons to be used during night operations.

Traffic Safety Officer must check signage daily and Engineer must sign it off daily.

2.64 Ventilation and Lighting in the Work Place

Every employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the employer of those

employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.65 Nuclear Density Gauge (Troxler)

The use of a Troxler on site must be in line with the SANS 3001 of March 2014. The SANS consists of 5 sections

The in-situ density of road construction materials is only determined in civil engineering using indirect methods such as the nuclear density gauge and sand replacement methods.

This method forms part of a set of methods used to operate nuclear gauges, and includes the following:

- a) administration, handling, and maintenance (see SANS 3001-NG1);
- b) validation of standard calibration blocks (see SANS 3001-NG2);
- c) calibration of a nuclear gauge (see SANS 3001-NG3);
- d) verification of a nuclear gauge (see SANS 3001-NG4);
- e) in situ density determination using a nuclear gauge (see SANS 3001-NG5)

When used Troxlers must be:

- Stored in a dedicated, lockable area and must have a warning signage displayed.
- Must only be transported in a dedicated vehicle with the required signage displayed and by an authorised employee that has been appointed in writing.
- Must have a Troxler Calibration Certificate in place.
- Must have a Troxler Technician Appointment on file and signed and proof of competency within the safety file.

2.66 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, evaluate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
- an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.



Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key:

OHSA – Occupational Health and Safety Act, 1993

ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT (INCLUDING COVID 19 REQUIREMENTS)

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Project Manager/Principal Agent, Safety Agent, Architect, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.

No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g. notice board.
22	Selection of Contractors Procedures	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, COVID-19 ablution provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments, the required PPE for site risks and COVID-19 control measures.
No	Item	Notes

32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities. PLEASE NOTE THAT THIS IS PARTICULARLY RELEVANT FOR COVID-19. NO WORK MAY COMMENCE UNLESS COVID-19 RISKS AND CONTROL MEASURES HAVE BEEN APPROVED BY THE PROFESSIONAL TEAM. REFER TO SECTION 2.61 OF THIS SAFETY SPECIFICATION.
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatory Agreement	A 37.2 Mandatory Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.

CONTROL MEASURES THAT MUST BE INCLUDED FOR SAFETY PLAN SUBMISSION PURPOSES:

Issues that must be included by the contractor in their COVID-19 safety plan response should include arrangements for the following (please note that reference to contractors' employees / staff / workers / personnel on site must include control of their (sub) contractors, visitors and suppliers):

Workplace Plan - A plan must be developed by the contractor for the phased in return of employees to site. Please refer to the latest regulations and amendments, all persons who are able to work from home should do so.

Coordination on Site Relating to COVID-19 matters - The contractor must appoint a **manager** to address employees concerns and keep them informed re COVID-19.

Additionally, the contractor must **designate a COVID-19 Compliance Officer 47(1)(a)** (required of all industries, businesses, entities, both private and in the public sector, as amended June 2020). This compliance officer is responsible for overseeing the following:

- implementation of the workplace plan; and adherence to the standards of hygiene and health protocols relating to COVID-19 at the workplace;
- developing a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E of the Disaster Management Act 2002 (as amended April 2020) and be retained for inspection and contain the following information:
 - which employees are permitted to work;
 - what the plans for the phased-in return of their employees to the workplace are;
 - what health protocols are in place to protect employees from COVID-19; and
 - the details of the COVID-19 compliance officer;
 - phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas; and
 - develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

Statement required for Compliance Manager and Officer Competency.

Transportation to Site - Procedures for Transportation of Workers to Site – employees should be advised that if using transport, passengers must wear a cloth mask to be allowed entry into the vehicle. Hand sanitisers must be made available, and all passengers must sanitise their hands before entering. Public transport vehicles must be sanitised on a daily basis. Please note that the government mandated limit on passengers per vehicle must be strictly adhered to.

Site access - Entry to site may only be through pre-arranged security controlled access points. Contractor must detail how will members of public be prevented from accessing site (risk of cross contamination between persons working on site and members of public).

Provision of Visitors Book for signing in and out of site. Records of all personnel entering site and their contact details must be kept.

Screening on Site - Contractor to advise how personnel on site will be screened on a daily basis for symptoms of COVID-19, including a symptom check as well as temperature assessment (digital thermometer). The contractor must describe their procedure for employees on site, suspected of having COVID-19 symptoms, refusing to undergo **medical** examination, prophylaxis, treatment, isolation, and quarantine. Sites with more than 500 employees must have testing facilities.

Risk assessment and safety procedure - Contractor must provide a written policy concerning the protection of it staff from COVID-19. Contractor must compile a COVID-19 risk assessment and safety

procedures for the site. How will it be communicated to all on site and records kept thereof. The Risk Assessments must include the identification of exposure levels, identification of "high contact" activities, the identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization.

Safety Signage and Hotline Number - Contractor to implement placement of COVID-19 safety signage and hotline number at site entrance and on site, warning of hazards and advising control measures (see samples in Annexure to this document). Please note that signage must be representative of the local languages.

Communication Procedures - Contractor to describe comprehensive induction and toolbox talk procedures to include COVID-19. Toolbox talks should be conducted weekly on COVID-19 control measures and risks on site, include personal hygiene - manner of controlling coughing and sneezing on site - in elbow.

Emergency Procedure - Contractor must describe communication of COVID-19 symptoms and protocol that must be followed if person demonstrates symptoms, or is thought to have COVID-19 - symptoms of COVID-19 include cough, sore throat, shortness of breath or fever/chills (or $\geq 38^{\circ}\text{C}$ measured temperature), redness of eyes, also additional symptoms – body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness. Contractor must advise personnel on site of the symptom reporting procedure to site management of COVID-19 symptoms, and referral protocol for screening or testing if showing symptoms.

Emergency COVID-19 protocol that must be put in place by Principal Contractor must include:

- Sick workers may not enter workplace.
- If sick worker already on site then worker must be isolated in designated area for isolation on site, provided with FFP1 surgical mask and transported for self-isolation or for medical examination or testing at identified testing site.
- Worker placed on sick leave.
- On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.
- Assess the risk of transmission, disinfect area and workers workstation, refer exposed workers for screening, etc.
- Lodge claim with Workman's Compensation if infection occupationally acquired.
- Worker may only return to work after undergoing a medical evaluation confirming worker has tested negative for COVID-19.
- Worker must be closely monitored for symptoms on return to work.
- If worker has been diagnosed with COVID-19 the employer must notify Dept of Health and Dept of Employment and Labour

NOTE THAT: personnel on site, or presenting themselves to site who appear sick, or have symptoms associated with COVID-19 may not be allowed on site.

Welfare and Washing Facilities, Sanitising and Disinfection - Contractor must describe provision of soap and clean running water and sanitisers at site entrance and at other locations on site. Correct manner of washing / disinfecting hands, 20 second rule. Use of paper towels only. Disinfection of work surfaces and equipment control procedures required - carried out before work begins, regularly during day and after work ends. Toilets, common areas, door handles, shared electronic equipment and any other shared equipment must be regularly cleaned and disinfected, biometric systems disabled or made COVID-19 safe.

Hand sanitiser must contain 70% alcohol.

Employees working away from home should be provided with hand sanitiser by the employer.

COVID-19 PPE on Site - Contractor must describe controls for wearing of PPE on site, including wearing of cloth masks on site - people working and visiting site must be instructed on the correct way of wearing cloth masks, procedure for maintenance and replacement of cloth masks. Surgical masks and N95 masks should only be worn by frontline health workers, not site staff. Note that some surgical masks should be kept on site to give to persons exhibiting COVID-19 symptoms prior to being taken away for testing.

Employer is required to provide each employee with at least 2 cloth masks and must make appropriate arrangements for washing, drying and ironing of cloth masks.

Supervision and Monitoring on Site - Monitoring systems must be in place by Contractor to ensure compliance with safety protocols and identify infections among employees - supervision monitoring and enforcement - how will it be done by the contractor?

Ventilation on Site - How will ventilation and air quality be made safe on site.

Waste Management - Sufficient refuse bins must be on site for disposal of tissues, used PPE. Procedure for safe removal of contents of bins; used PPE, other detritus should be made in contractors safety plan.

Social Distancing Measures - Contractor must describe, so far as practicable how can numbers of workers be minimised on site at any one time (e.g.: through staff rotation, staggered working hours, shift systems, remote working arrangements or similar to achieve social distancing? (1.5m). Note that contractor must minimise contact between workers themselves and workers and public.

Depending on what is reasonably practicable, site must be arranged so that there is distance of at least 1.5m between workers and members of public or put physical barriers in place or provide workers with face shields or visors.

COVID-19 Investigation procedure - Contractor must describe how they will investigate the cause of COVID-19 infection (including control failure and risk assessment review, checking of PPE requirements, admin support to contact tracing implemented by Dept of Health).

Important notes:

If more than 500 employees in contractors employ the employer must submit this risk assessment and written policy re health and safety of employees from COVID-19 to Safety Committee and Department of Employment and Labour.

Monitoring by the Safety Agent will be strict - noncompliance with COVID-19 control measures will be reported immediately to the principal contractor for action purposes. If necessary, transgressors will be removed from site for re-induction, or a recommendation for permanent barring from site will be made.

As this is an ongoing medical crisis it is likely that control measures to prevent the spread of the virus will be updated by the government on a regular basis. Hence the measures in this section of the safety specification will be reviewed on an ongoing basis, as we receive updated information from the government.

ANNEXURE B – LEGAL APPOINTMENTS

The contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))
Competent Person – Confined Spaces (GAR 5(1))
COVID 19 – Compliance Officer and COVID 19 – Manager (to address employees concerns and keep them informed re COVID-19)

ANNEXURE C - BASELINE RISK ASSESSMENTS

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

Probability X Frequency X Consequences = Criticality Rating

P Scale: 2 Unlikely, 4 Remote possibility, 6 Probable, 8 highly probable, 10 Inevitable

F Scale: 2 Yearly, 4 monthly, 6 weekly, 8 once a day, 10 Many times a day

C Scale: 2 Negligible, 4 Marginal, 6 Serious, 8 Critical, 10 Catastrophic

Risk Rating:

H = High – 97 >, M = Medium – 46 > 96, L= Low – 0 > 45.

Risk Assessment Methodology: Rating the risks

Quantitative risk assessments produce a probability estimate based upon known risk information applied to the circumstances being considered. They can be found in 'safety cases' in high-risk industries where, for example, they might indicate the probability of a nuclear incident or serious chemical leak.

Qualitative assessments are subjective, based on the personal judgement of the assessor, backed by more general information about probability. These are much simpler to make, and are those normally referred to by legal requirements.

A descriptive approach simply uses words such as 'insignificant', 'low', 'medium' and 'high' in their normal sense to evaluate the product of the likely severity of the outcome and the probability of its occurrence. Most people have an appreciation of what 'Medium Risk' means for them in their business context and can appreciate that with controls in place the risk should be lowered – preferably to 'Insignificant' or at the least to 'Low'. In this assessment, we have used a Descriptive Approach.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
1.	Asbestos Cement Pipes	Release of asbestos fibres	$P \times F \times C = 128 = H$	• Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons, as applicable • damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
2.	Asbestos Cement Removal	Personnel falling from height Debris falling from height Falls of equipment or tools Release of asbestos fibres	$P \times F \times C = 128 = H$	• Notice to be erected informing personnel of fragile roofs, as applicable • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons and falls from height, as applicable • Roof sheets to be sprayed with water to prevent fibre release, where feasible • Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required under area of sheet removal to prevent injury from falls of material from height • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
3.	Asphalting	Fire Burns to skin Skin disease	$P \times F \times C = 128 = H$	• Suitable fire extinguisher to be in place prior to commencement of works • Ensure competent personnel using materials and competent and trained machinery/equipment operators • Ensure there is a safe place of work at all times • Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves • Health and Safety data sheet required
4.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	$P \times F \times C = 24 = L$	• Use only trained personnel • Safe means of access to be provided • Safe/Suitable working platform required where working at height • PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination
5.	Brushcutting	Injury from contact with blade/nylon Fire (where petrol used) Electrocution (where electrical tool used)	$P \times F \times C = 192 = H$	• Person using brushcutter must be trained and competent • Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat • Brushcutter must be in good condition and maintained • Adequate supervision on site at all times. • No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)

6.	Chainsaw Use	Falling tree or branches causing injury to persons Incorrect use of chainsaw causing injury	P x F x C = 128 = H	- Person using chainsaw must be trained and competent - Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jacket - Chainsaw must be in good condition including guards. - Clear area below area of chainsaw use and where tree felling. - When using chainsaw at height practice safety procedures.
7.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	P x F x C = 192 = H	- Trained banksman to control vehicles movement - Only trained personnel use plant - Personal Protective Equipment to be worn - Personnel to stand clear as materials are being tipped - Use stop blocks and signs to warn vehicles of excavations, where applicable - Stand clear of plant whilst materials are being compacted - Establish position of underground services and protect services from damage
8.	Compactor Operations	Crushing of feet	P x F x C = 192 = H	- Only trained and competent personnel to use the machine - Ensure operative wears steel toe cap shoes or boots at all times
9.	Concrete Pumping	Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure	P x F x C = 192 = H	- Personnel to be in clear vision of pump operator - Trained pump operator - Personnel working with the concrete to wear the appropriate personal protective equipment to protect against cement burns - Design of structure being loaded to be approved by competent designer and inspected before, during and after loading - Pump to be well maintained
10.	Confined Spaces	Suffocation Fumes	P x F x C = 128 = H	- Ensure that confined space is sufficiently ventilated - Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality - Test oxygen levels in confined space to ensure that is safe for entry - Ensure that emergency procedures in place
11.	Crusher Operation	Dust Noise Flying particles Contact with machinery/equipment Contact with substance being crushed	P x F x C = 192 = H	- Only trained and competent personnel to use the equipment - Appropriate protective equipment must be worn, including eye, ear, respiratory and head protection at all times. Dust suppression measures to be employed. - Crusher must be fitted with guards to prevent unauthorised access. - All access ways must be fitted with adequate guard rails to reduce chance of injury from falls from height. - No person to enter dump hopper to release blockage unless feeder mechanism is stopped and isolated. Another person to be in attendance to ensure tipping does not take place. Control of crusher is duty of crusher attendant and only that person can give dump signal.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
12.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	$P \times F \times C = 192 = H$	- Only trained operators to use saw and change blades. - Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. - People to be kept away from the work area. - Work to cease if people have to pass. - Sparks, etc. to be directed away from people and any flammable material.
13.	Contaminated Land (Working in)	Inhalation of toxic vapours Contact with toxic solids	$P \times F \times C = 192 = H$	Specific advice to be sought from safety advisor
14.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	$P \times F \times C = 192 = H$	- Use competent personnel. - Hot works control- fire extinguisher, fire watchman. (Permit may be required) - PPE to include gloves, eye protection, hearing protection - Solid working position. - Clear working area - Correct grade of blade must be used. - Good ventilation to be provided (forced if necessary). - Changing of wheels to be by competent persons only - Cut off discs must not be used for grinding (grinding disc thicker) - Bystanders to wear hearing protection, as applicable
15.	Demolition	Falling materials Premature collapse of structure	$P \times F \times C = 288 = H$	- Ensure there is a current method statement in place - Ensure all emergency procedures are in place and all details are displayed - Ensure that structural demolition has been approved by the designer and site management - Personnel must be competent - Ensure at all times there is a safe means of access and egress - All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection
16.	Diesel	Fire Explosion Skin disease	$P \times F \times C = 288 = H$	- Suitable fire extinguisher to be in place prior to commencement of works - Ensure competent personnel using materials and competent and trained machinery/equipment operators - Ensure there is a safe place of work at all times - Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) - Health and safety data sheet required
17.	Electrical Commissioning	Electric shock	$P \times F \times C = 192 = H$	- Personnel to comply with permits to work issued by Client - Personal protective equipment to be worn by employees to prevent electric shock - First aid treatment to be readily available - Only competent and trained persons may decommission or commission electrical equipment
18.	Electric Tools and Electrical Installations	Electric shock Fire	$P \times F \times C = 192 = H$	- Electric tools and installations to be in good condition - Inspect electric tools before use - Do not use electric tools in wet/damp conditions - Use personal protective equipment such as insulated gloves - Electrical installations register to be maintained, inspected by competent person

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
19.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	$P \times F \times C = 192 = H$	• Deep excavations / monitor air for toxic fumes • Prevent collapse by battering back sides to a safe angle or install temporary support • Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary • Beware of undermining of other structures (eg: buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Provide suitable means of access/egress in case of emergency. • Excavations formed by explosives must be accompanied by method statement approved by Client
20.	Explosive Actuated Fastening Devices	Noise Being struck by cartridge or fixing	$P \times F \times C = 216 = H$	• Operators to be trained, competent and wear appropriate protective equipment, e.g. goggles, gloves, ear defenders, head protection. • Cartridge gun to be in good condition, inspected for damage and faults regularly and results entered into register • Used and unused cartridges and cartridge gun should be kept in secure place when not in use, maintain register for return and issue.
21.	Explosive use	Injuries to personnel, passers-by by blast Property damage	$P \times F \times C = 216 = H$	• Blaster must have all relevant permits, permissions, and licences in place before blasting. • Method statement must be approved. • Maintain exclusion zone around perimeter of blasting, warn persons away, erect warning signage and barriers. • Obtain permission from local authority and police. • Blaster must be competent in blasting • Ensure that blasting does not affect stability of adjacent structures/buildings
22.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	$P \times F \times C = 24 = L$	• No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
23.	Flammable Liquids and Gases (Use of)	Fire Explosion	$P \times F \times C = 192 = H$	• No littering on site which could become fire hazard, maintain site in clean condition. • Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices • Equipment must be in good condition, maintained • Personnel using substances must be trained in safe use and risks
24.	Fragile Materials	Persons or items falling through fragile materials	$P \times F \times C = 24 = L$	• All fragile materials to be identified and protected prior to work commencing. • Protection to include either covering the fragile materials or excluding activity. • Any coverings to be secured in place • The location of the fragile materials to be indicated by signage

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
25.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	$P \times F \times C = 24 = L$	Ensure: • Tool is correct for job • Tool is in good order and suitably sharp • Personnel must be competent/instructed in tool usage and tool safely • Lighting is sufficient • Access is safe, working platform is secure, leading edge is guarded • Operative is wearing all necessary PPE
26.	Hazardous Substances	Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc	$P \times F \times C = 192 = H$	• Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) • Know what First Aid measures are • Have welfare facilities available for washing of hands, etc
27.	Hot Works	Burns to eyes or other parts of the body	$P \times F \times C = 96 = M$	• Personal Protective Equipment to include eye, skin and hearing protection • Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
28.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	$P \times F \times C = 96 = M$	• Impervious gloves and barrier cream to be used to protect hands. • Personnel should be aware of safe manual handling techniques when handling kerbs.
29.	Lead – working with; removal of tiles	Toxic effects from exposure to lead and its compounds Risk of inhalation, ingestion and absorption Personnel falling from Height Debris falling from height	$P \times F \times C = 640 = H$	• Demarcation of the workplace • Restriction of entry by unauthorised persons • Restriction of substances that can release airborne lead to certain areas. • Limit number of workers exposed to lead • Regular cleaning of workplaces and equipment • All employees who are exposed to lead must be provided with suitable and adequate protective clothing and respirators where applicable • Lead is to be packed in impermeable containers that are tightly sealed and clearly marked for removal • The need for medical surveillance and the nature thereof is to be based on both the risk assessment and air monitoring results and safety legislation.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
30.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	$P \times F \times C = 800 = H$	• Check test certificate • Check examination certificate • Check inspection have been carried out • Check certificates for lifting equipment (chains, slings, shackles, etc) • Ensure lifting gear is rated to carry load (SWL) • Ensure materials being lifted are properly packaged and slung. • Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. • Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. • Only trained banksmen to be used. • The crane driver and the banksman are to ensure that the signals given are clearly understood.
31.	Manhole Rings and Pipes Storage	Rolling of rings Collapse of pipes Crushing of persons Stock pile collapse	$P \times F \times C = 96 = M$	• Manhole rings must be stored flat to prevent them being rolled. • Banks of pipe stock piles are not to be broken until they are ready for use. • Personnel must stand to the side when breaking bands so as not to be hit by falling pipes. • Pipes must be wedged to prevent rolling •
32.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	$P \times F \times C = 192 = H$	• Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, eg: safety footwear and gloves. • Ensure good housekeeping against tripping/fall hazards. • Operative to get assistance if load too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of operative and load being carried. • Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled. •
33.	Material Hoist	Mechanical failure Overloading Hoist gateway being left open at landings	$P \times F \times C = 640 = H$	• Safe working limit to be indicated on hoist. • Hoist operator to be trained/ competent. • Regular maintenance and inspection of hoist by competent person • Records of maintenance and inspection to be maintained. • Hoist gate should be fitted with mechanical and electrical interlocking devices.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
34.	Members of Public – Protection of	Injury to member of public and road users from site works	$P \times F \times C = 192 = H$	- Barriers and signage to be in place - Workers must warn away any members of public from the works - Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public - Traffic turning into site – traffic management and signage as required. - Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible - Refer to plant risk assessment for details on plant safety precautions - NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
35.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	$P \times F \times C = 640 = H$	- Ensure emergency procedures are in place and all operative are aware of the details - Only use trained and competent operators for the erection and dismantling and use of cranes - Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. - Ensure there is safe means of access available at all times - Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used - Banksman to wear reflector vest to identify himself to the crane driver - Ensure all personnel wear suitable and sufficient personal protective equipment - Consider creating exclusion areas
36.	Night Work	Security Lighting	$P \times F \times C = 216 = H$	- The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. - The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.
37.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	$P \times F \times C = 384 = H$	- Wear respiratory and hearing protection - Dampen down and minimise dust where possible.
38.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	$P \times F \times C = 96 = M$	- Maintain safe clearance levels - Establish presence of any services via proper walk through survey of site and/or means of service drawings - Wear personal protective clothing - Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services - Obtain information on clearance levels from service provider

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
39.	Painting	Contact with paint	$P \times F \times C = 96 = M$	- Refer to safety data sheet for usage instructions, hazards and precautions required. - When working at height, refer to risk assessment addressing this hazard below.
40.	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	$P \times F \times C = 96 = M$	- Impervious gloves to be worn/ barrier cream to be used - Kneelers or similar to be available - Personal protective equipment to be worn – for example if saw used to cut pavers
41.	Piling	Falls Struck by machines Exposure to noise	$P \times F \times C = 192 = H$	- Personnel to be trained and competent, piling rig to be in safe condition and inspected on daily basis on register by competent person - Empty piling holes not to be left unguarded - Only approach piling plant on signal from operator - Personnel to wear personal protective equipment such as ear plugs
42.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	$P \times F \times C = 640 = H$	- Implement traffic protection measures - Trained and competent operators must be used - Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. - Medical certificates of fitness required for construction plant. - Crossing of road by construction vehicles or machines must be limited to the practical minimum - Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. - Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate.
43.	Plastering	Falling materials Fall from height Contact with materials	$P \times F \times C = 192 = H$	- Ensure standard safety procedures are followed - Ensure there is a safe working area - Ensure safe access and egress - Ensure competent personnel are used
44.	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	$P \times F \times C = 64 = M$	- Ensure standard safety procedures are followed at all times - Only used trained and competent personnel - Ensure there is a safe working area at all times - Ensure materials are stored neatly - Ensure there is safe access and egress at all times - Ensure all personnel wear suitable and sufficient personal protective equipment - Consider a hot works permit system prior to commencing any hot works - Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
45.	Precast Slab / Unit Laying and Fixing	Falls Falling materials Manual Handling	$P \times F \times C = 640 = H$	- Emergency procedures in place and personnel explained details - Use competent personnel - Ensure suitable and sufficient access and egress is provided - Safe place of work must be provided - Ensure all personnel wear correct personal protective equipment - Exclusion zone may be required for protection against risk of falling objects
46.	Working next to Railway line/in Railway reserve	Risk of being struck by train Damage to track or Railway property by works	$P \times F \times C = 640 = H$	Specific advice to be sought from safety advisor
47.	Road Construction	Risk of being struck by vehicles	$P \times F \times C = 640 = H$	- Ensure traffic management measures in place - No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. - Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. - Crossing of road by personnel must be limited to the practical minimum - Use of fencing or other barriers as appropriate
48.	Road Marking	Contact with moving vehicles Fire	$P \times F \times C = 192 = H$	- Ensure suitable and sufficient road signs are erected, as applicable - Possible road or lane closure may be required – traffic management may be required - Fire Extinguisher to be situated in a suitable area, use dry powder or foam
49.	Road Working – working in or next to road	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	$P \times F \times C = 640 = H$	- Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site. - Traffic management plan to be approved by Municipality and, if necessary, traffic department - No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. - Use safety signage to warn traffic and pedestrians of construction works - Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area. - Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. - Crossing of road by personnel must be limited to the practical minimum - Use of fencing or other barriers as appropriate

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
50.	Rope access	Personnel falling from height Falling debris Those beneath being injured	$P \times F \times C = 640 = H$	Ensure: - competent person appointed in writing to supervise all rope access work on the site, - compliance to Construction Regulations 2014, particularly regulation 18 and 10; - ensure all rope access work is carried out under supervision of a competent person; - all rope access operators are competent and licensed to carry out their work. - the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act - Site specific fall protection plan has been developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations. - adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.
51.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	$P \times F \times C = 192 = H$	- Ensure - scaffold is designed to take the imposed loads - scaffolding is constructed properly - scaffold is not overloaded - scaffolders are fully trained - scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis - scaffolders must adhere to the safe systems of work. - all fall arrest equipment to be checked and certified in good working order - that ALL understand the safe system of work
52.	Shuttering Walls, Beams, Columns	Falling from height Falling materials from height Cuts and abrasions from splinters and nails	$P \times F \times C = 192 = H$	- Ensure all personnel wear the appropriate Personal Protective Equipment - Ensure at all times there is a safe working platform - Use only trained and competent personnel - If electrical tools are being used ensure they have been tested and safe to use - Ensure timber is de-nailed after use - Ensure safety standards are followed at all times - Ensure there is a safe means of access and egress at all times
53.	Site Establishment	Injuries during off loading Damage to Property	$P \times F \times C = 64 = M$	- competent personnel to be used in offloading personnel - unauthorised personnel to be kept away from area, use barriers and signage as necessary - unloading and establishment to be under control of competent supervision - all equipment and tools used for unloading and site establishment to be in good condition and maintained - safe access and egress to be maintained, traffic management to be considered. - All electrical equipment to be in safe condition - Workers to use safe manual handling techniques when unloading/loading/lifting items

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
54.	Site Strip	Overtuning Vehicles	$P \times F \times C = 64 = M$	- Follow standard safety procedures - Only use trained and competent personnel - Ensure there is a suitable and safe means of access and egress - Ensure banksman used when required - Ensure all personnel wear suitable reflector vests as required
55.	Snakes	Snake bite	$P \times F \times C = 64 = M$	- Qualified first aider required for site who can treat snakebite - Snake bite kit to be on hand - Check area before working - Find out nearest hospital and get emergency telephone numbers.
56.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	$P \times F \times C = 640 = H$	- Adhere to all general precautions for working at height (See risk assessment below) - Barrier off / exclude area below work - All lifting appliances to be examined and inspected - Inspection register in place and up to date - All personnel to be trained and competent and wear clipped on safety harnessed when working at height - Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. - Competent persons only to connect loads and direct plant
57.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	$P \times F \times C = 640 = H$	- PPE must include safety boots and goggles - Manual handling training may be required - Care to be taken when working near over head lines - Use only trained personnel - Provide safe means of access - Maintain and regularly inspect all lifting appliances and equipment - Cap starter bars to prevent injuries where feasible - Construct scaffold walk ways to cross reinforcing mesh, as required
58.	Street Lighting	Contact with vehicles Electrical Shock Collapse of columns	$P \times F \times C = 64 = M$	- Ensure competent personnel are used - Area to be kept clear – keep unauthorised persons away - Plant and lifting equipment to be maintained as per risk assessments above - Electrical connections to be done by qualified personnel only
59.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	$P \times F \times C = 192 = H$	- Wear personal protective equipment such as gloves and goggles - Formwork must be built by trained person and also be inspected by competent person and results entered into register on site

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
60.	Tower (Mobile Aluminium Tower) Scaffold	Over Turning Falls	$P \times F \times C = 800 = H$	• Tower to be on firm level ground with wheels or feet properly supported. • Height not to exceed 3 times the base dimension. i.e. 2x3m Base Tower not exceed 6m. • Erection by competent person • Inspection before first use • Weekly record of inspection required • Guard rails and Toe boards as per normal scaffolds • Beware when moving of overhead obstructions, such as power lines • Never move in strong winds
61.	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	$P \times F \times C = 800 = H$	Ensure • Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence • An enclosed vehicle must be used for transport of the gauge • After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed • Warning signage to be displayed at entrance to store indicating presence of radioactive material • Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.
62.	Underground Services	Striking of buried services	$P \times F \times C = 216 = H$	• Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (eg: Municipality or ESKOM) when planning work. • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services
63.	Working at Height	Personnel falling from height Falling debris Those beneath being injured	$P \times F \times C = 800 = H$	• All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also the ladder must be set at the correct level of 1 in 4 or approximately 75°

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
64.	Work over or next to Water	Drowning	$P \times F \times C = 216 = H$	- Evaluate depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harnesses, etc. - When working on river/harbour/dam edge - erect life saving devices and barriers to protect workers and vehicles (stop blocks may also be required). Only trained and competent persons to be used.
65.	Working with Effluent	Contact with effluent causing sickness or disease	$P \times F \times C = 216 = H$	- ensure good hygiene facilities - personnel to be competent in work activity - personnel to wear appropriate personal protective equipment such as goggles, overall, gloves and goggles
66.	Include any other items not included in above into this section	Include any other items not included in above into this section		Include any other items not included in above into this section

ANNEXURE D- COVID-19 RISK ASSESSMENT

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
36.	Site Preparation	Site might be infected with COVID19 contagion during lock down	$P \times F \times C = 64 = M$	Inspect the site to assess conditions. Revise any policies, method statements for risks and hazards identified for review. Decontaminate the site, in affected areas, ensure the availability of hand washing facilities and sanitizers, throughout the site, and at entrances. Ensure sanitising and hand washing facilities are available at ablution areas, common eating areas, offices, canteens, security
37.	Occupational Health	Older workers of 60+, workers with underlying auto-immune or chronic diseases are at increased risk of infection (note that workers may be symptom free but infected with Covid-19)	$P \times F \times C = 800 = H$	All workers are to be screened and have a valid certificate of fitness on return to work. A full questionnaire to be completed daily before entry on site, and those identified as high risk, or exhibiting flu like symptoms, must be separated and refused entry to
38.	Labour	Underlying auto-immune or chronic diseases, socio-economic status, having to use public transport to get to work	$P \times F \times C = 800 = H$	A full questionnaire to be completed daily before entry on site, and those identified as high risk, or exhibiting flu like symptoms, must be separated and refused entry to site until declared symptom free by a medical practitioner. Daily temperature readings to be taken on entry to site; Induction, toolbox talks to be done daily on topics relating to COVID 19, personal hygiene and PPE. Strict enforcement on use of PPE Public traffic must comply with government guidelines ref wearing of masks and sanitising requirements.
39.	Transportation (Public and on Site)	Maximum allowed capacity exceeded; No facilities for sanitising vehicles and passengers; No additional protective measures available, e.g. face masks; Unlicensed drivers and operators	$P \times F \times C = 800 = H$	Selection and provision of transport services compliant with gazetted requirements; Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport, ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site. Vehicle occupancy maintained at 70% capacity or less; Vehicles sanitised between trips; hand sanitiser provided for passengers.
40.	Social Distancing	Many construction tasks require more than 1 worker that will be required to work within the limit of 1,5m Access/Egress to and off site; Welfare facilities, Meeting areas	$P \times F \times C = 800 = H$	Demarcation and spacing of queueing areas; segregation of queueing areas and public outside site perimeters; Meeting/eating areas large enough to maintain 1.5m distance at maximum occupancy. Only essential workers to spend time on site, Staggered meeting/eating times, use of Zoom, Skype, Microsoft Teams for meetings where necessary. Individual, segregated facilities for safe keeping.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
41.	Waste Management	Spreading of virus and contact with virus causing infection from handwashing, drying hands, cleaning equipment, disposal of contaminated waste and other related aspects	$P \times F \times C = 800 = H$	Establish and follow protocols for disposal of potentially infected waste (receptacles). Awareness through notices (posters) regarding correct procedures of waste disposal. Competent supervision and adequate awareness training required. Provide adequate supplies of material and consumables, provision of sealable disposal containers/bags through appropriate waste removal company. Provide adequate supply of paper towels. If contractors used ensure appropriate management.
42.	Signage	Unauthorised entry to site and work areas compromising workers health (contamination). Acts and behaviour that compromises worker	$P \times F \times C = 800 = H$	Installation of posters and signage with the site rules and protocols that need to be maintained at strategic points. Competent supervision and adequate awareness training required. Disciplinary steps to be taken against transgressors.
43.	Welfare Facilities	Spreading of virus and contact with virus causing infection	$P \times F \times C = 800 = H$	Limiting of personnel on site to minimum number required to maintain control and management. Implement and maintain cleaning and disinfecting programme. Site rules for social distancing to 1.5m. Use technology to avoid proximity between individuals where possible
44.	Use of Personal Protective Equipment	Risk of spread of droplet infection through coughing, sneezing when in close contact with other people	$P \times F \times C = 800 = H$	No employee/ visitor will be allowed on site without a cloth mask. Adequate training must be provided in the correct use and disposal of these masks. Cloth masks must be washed and ironed. Where possible face shields should be used to protect mouth, nose and eyes. Regular cleaning of face shields required. No sharing of PPE will be permitted. Adequate supervision required. COVID PPE does not replace conventional PPE.

ANNEXURE E - COVID-19 SITE SAFETY SIGNAGE



**ANNEXURE F – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT
ISSUE REGISTER**

Date of Original Safety Specification Compilation	Compiled By	Issue Date
06 June 2023	Thembelani Mrwetyana	08 April 2022

Revision Summary	Revised By	Revision Date

Acknowledgement:

I, _____ representing
 _____ (Contractor), have satisfied myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors on site comply with the requirements of this document, our safety documentation and health and safety legislation.

Signature of Contractor

Date

Comments:

C5.2 REQUIREMENTS OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

This section provides specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP).

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP programmes.

Furthermore, in order to avoid duplication of training programmes and training facilities, all structured training, including the training for Small Contractor Development (SCD), (in those instances where SCD is included in the contract), shall be measured and paid for in terms of the pay items provided in this section.

C5.2.1. Expanded Public Works Programme (EPWP)

C5.2.1.1 LABOUR-INTENSIVE CONSTRUCTION (LIC), SUPERVISION AND MANAGEMENT FOR THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour-intensive technologies to create job opportunities. This involves the use of both labour and plant, where labour is preferred and plant is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour-intensive construction methods to the extent economically feasible, in accordance with the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015”.

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters “LI” in the schedule of quantities in the manner described in the Pricing Instructions.

Contractors shall note that they shall employ in labour-intensive works only those supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-intensive construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause 3 of this section.

C5.2.1.2 LABOUR LAWS APPLICABLE TO THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and
- 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. R347 of 4 May 2012.

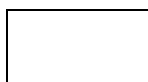
The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

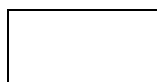
C5.2.1.3 PERSONS TO BE EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

All local labour required for the execution of labour-intensive works shall be engaged strictly in accordance with prevailing legislation.

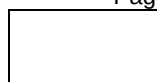
The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-intensive works proposed and the employment opportunities thereby presented.



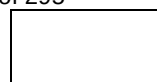
Contractor



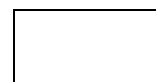
Witness 1



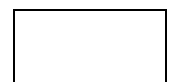
Witness 2



Employer



Witness 1



Witness 2

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- 60% women;
- 55% youth who are between the ages of 16 and 35; and
- 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-intensive works for all LI activities undertaken on this project:

- Minimum supervisor to worker ratio = 1: 100

C5.2.1.4 CONTRACT OF EMPLOYMENT WITH PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this section: Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2.1.5 EMPLOYMENT OF TARGETED LABOUR UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Contractor shall be contractually obliged to:

- a) brief EPWP workers on the conditions of employment;
- b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be:

- R 200 per task (for task-rated workers); or
- R 200 per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

C5.2.1.6 TRAINING OF PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause 4 below.

C5.2.1.7 CONTRACTOR'S OBLIGATIONS TOWARDS PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
 - d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
 - e) ensure that all participants receive induction on site safety prior to commencing with work on site;
 - f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
 - g) provide safe on-site storage facilities for apparel and tools issued to the participants;
 - h) assist in the assessment of participants with regard to their competencies;
 - i) provide overall supervision and day-to-day management of participants; and
 - j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

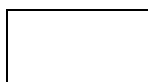
C5.2.1.8 APPAREL AND TOOLS FOR PERSONS EMPLOYED UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from Part E: OHS 1993 Health and Safety Specification and the Contractor's site specific health and safety plan and accompanying risk assessments.

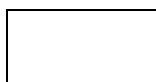
Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

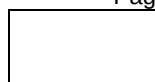
- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - Protective overalls (two sets), green in colour, with EPWP branding;
 - Lime green reflective safety vest with EPWP branding;
 - Protective footwear; and
 - Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site specific health and safety plan and accompanying risk assessments, such as:
 - Protective headwear, green in colour, with EPWP branding;
 - Protective eyewear such as spectacles and goggles;
 - Protective face shields;
 - Protective earplugs and earmuffs;
 - Respiratory masks;
 - Disposable safety apparel;
 - Kidney belts;



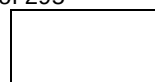
Contractor



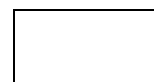
Witness 1



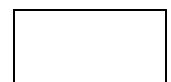
Witness 2



Employer



Witness 1



Witness 2

- Safety harnesses; and
- Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- where the employee requests the issue of additional PPE in excess of what is prescribed;
- where the employee has patently abused or neglected the issued PPE leading to early failure; or
- where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the schedule of quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2.1.9 EPWP CONTRACT SIGNBOARD

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). All costs related to the provision, erection and subsequent removal of the contract signboard shall be refunded to the Contractor through the pay item provided in section 1300 of the schedule of quantities for this purpose.

C5.2.1.10 PAYMENT MATTERS RELATING TO THE EPWP WORK**C5.2.1.10.1 General**

No separate pay items shall be provided in terms of the schedule of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

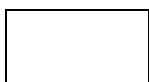
Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administrating their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the schedule of quantities.

C5.2.1.10.2 Payment for labour-intensive components of the work

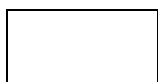
Payment will be made for items which are designated for labour-intensive construction in the schedule of quantities only in those instances where such items are constructed using labour-intensive methods.

Any unauthorised use of plant to carry out work which was scheduled to be carried out using labour-intensive methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

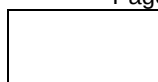
During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-intensive construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-intensive methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-intensive methods.



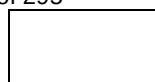
Contractor



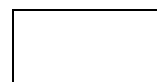
Witness 1



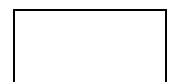
Witness 2



Employer



Witness 1



Witness 2

C5.2.1.11 PENALTY APPLICABLE TO ANY SHORTFALL IN THE LOCAL LABOUR CONTENT ACHIEVED

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and VAT).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of the Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times CA$$

where:

- E is the specified minimum percentage for local labour content
- E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract
- CA is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause 1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour. Failure by the Contractor to achieve the interim target shall result in the Contractor being liable for a financial penalty as prescribed in this clause.

C5.2.2. Job Creation Reporting for EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause C5.2.2.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause C5.2.2.2 below.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2.2.1 TYPE OF PROJECT DATA REQUIRED PER PROJECT

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this section of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

C5.2.2.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

C5.2.2.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis.
- (b) Summary of monthly attendance.

C5.2.2.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

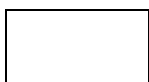
- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

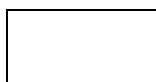
C5.2.2.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

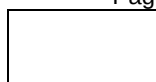
- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.



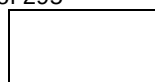
Contractor



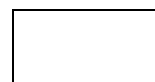
Witness 1



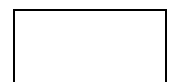
Witness 2



Employer



Witness 1



Witness 2

C5.2.2.2 PROJECT DATA TO BE SUBMITTED WITH THE CONTRACTOR'S PAYMENT CERTIFICATES

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 01 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
 - Certified ID copies of all local labour employed as EPWP participants;
 - Attendance registers for the EPWP participants;
 - Proof of payment of EPWP participants; and
 - Information as required in terms of the EPWP Data Collection Tool template.

C5.2.3. Provision of Structured Training**C5.2.3.1 SCOPE OF STRUCTURED TRAINING**

In order to avoid duplication of training programmes and training facilities, all structured training, shall be implemented, measured and paid for in accordance with the requirements of this section: Requirements of the Expanded Public Works Programme (EPWP).

The Employer's objectives include the training of local labour and Targeted Enterprises within a structured programme, in order to equip them with skills that will assist them in gaining future employment, and to facilitate targeted EPWP participants in gaining competencies and unit standard credits towards future full learnership qualifications.

Such training shall contain both theoretical and practical components and shall be conducted in accordance with the various laws and regulations contained in the South African Qualifications Authority (SAQA) statutes.

The following aspects of the structured training to be provided are noted:

- The Employer has no service agreement or memorandum of understanding with any Education and Training Quality Assurance (ETQA) body, and therefore does

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

not function as the employer as defined under any three-party learnership agreement between the learner, the training provider and the employer.

- The structured training programmes implemented on this contract, although comprising several unit standards, are unlikely to total to sufficient credits for a full learnership qualification. Nevertheless, the competencies and credits achieved should contribute to a full learnership through the later acquisition by the learner of the remaining unit standards required for the full learnership.

The Contractor shall be required to provide a training facility on the Site, or in close proximity thereto, and to provide over the duration of the contract the following structured training for EPWP participants:

- (a) Generic skills training;
- (b) Entrepreneurial skills training;
- (c) Construction skills training; and
- (d) In-service training.

Generic skills training and in-service training shall be provided to all EPWP participants.

Entrepreneurial and construction skills training shall be provided to targeted EPWP participants only.

Entrepreneurial skills training comprises both management skills training and business development skills training.

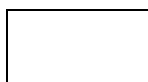
Construction skills training comprises specific on-task skills training.

C5.2.3.2 TRAINING PROVIDER AND TRAINERS

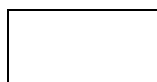
The Contractor shall be required to procure the services of a training provider accredited by the Construction Education and Training Authority (CETA).

The training provider shall have in its employ trainers who are registered as assessors with the Construction Education and Training Authority (CETA), and who shall deliver the training.

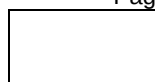
Proof of the accreditation of the service provider and the registration of the trainers by the CETA shall be submitted to the Employer's Agent. Such accreditation and registration shall be current and valid, and the proof submitted shall include the NQF levels and unit standards for which each trainer is accredited.



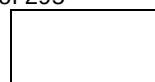
Contractor



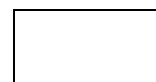
Witness 1



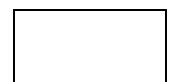
Witness 2



Employer



Witness 1



Witness 2

C5.2.3.3 SKILLS ANALYSIS AND SELECTION OF TARGETED EPWP PARTICIPANTS

Studying for any learnership requires minimum literacy and numeracy competencies as defined by SAQA. The actual literacy and numeracy levels of the persons employed on the Site shall provide a basis to guide the Contractor and the training provider on how to conduct the selection process.

The Contractor shall therefore conduct a skills analysis of the local labour and Targeted Enterprises employed, in order to determine the formal education qualifications of each employee.

The Contractor, in conjunction with the training provider, shall then identify those persons that display the potential to benefit from such structured entrepreneurial and construction skills training as may be provided for in the contract, and shall make recommendations in this regard to the Employer's Agent.

The final candidates selected for such training shall be decided between the Contractor and the Employer's Agent (or by the Project Management Team (PMT) in the case of training for Targeted Enterprises in terms of Part G: Small Contractor Development, where applicable).

C5.2.3.4 STRUCTURED TRAINING PROGRAMMES

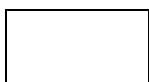
The Contractor, supported by the training provider, shall plan then implement structured training programmes for generic, entrepreneurial and construction skills training.

Training courses shall commence within four months of the Contractor taking possession of the Site, and shall be completed before the Due Completion Date. (Compiler to note that training courses cannot commence until the Contractor has fully established his facilities on site, including the required training facilities, and until the labourers that will be the recipients of the intended training have been recruited. The recruitment of labour, in turn, will to a large extent commence only after the initial subcontractors have been procured. A reasonable amount of time must therefore be allowed before the training process can commence).

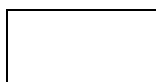
All training shall take place within normal working hours, or as otherwise agreed with the learners.

The training provider shall design, compile and deliver the structured training programmes, based on the information obtained from the skills analysis.

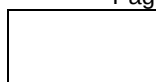
The structured training programmes designed by the training provider for the generic skills training shall comprise relevant general courses such as basic hygiene and HIV/AIDS



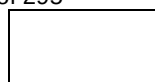
Contractor



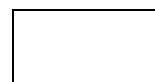
Witness 1



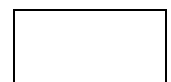
Witness 2



Employer



Witness 1



Witness 2

awareness, first aid, road safety, managing personal finance, and other courses that would be useful to workers in the road construction industry or as life skills generally.

The structured training programmes designed by the training provider for the entrepreneurial skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

ENTREPRENEURIAL SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context

Contractor

Witness 1

Witness 2

Employer

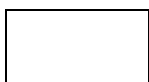
Witness 1

Witness 2

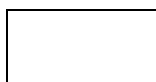
The structured training programmes designed by the training provider for the construction skills training shall comprise unit standards that contribute towards one or more of the following full learnership qualifications, as appropriate taking into consideration the skills analysis information for the selected candidates (details of the learnership qualifications and the applicable unit standards may be found on the website www.saqa.org.za):

CONSTRUCTION SKILLS TRAINING				
Qualification title	SAQA qualification ID	NQF level	Minimum credits	Purpose of qualification
National Certificate: Supervision of Construction Processes	49053	Level 4	176	Learners found competent against this qualification will be able to execute the supervision of construction processes, with specialisation in a specific context
National Certificate: Construction: Roadworks	24173	Level 3	155	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Construction: Roadworks	24133	Level 2	120	This qualification is for persons who work or intend to work within a construction context on a site, and who seek recognition for essential skills in construction operations in roadworks.
National Certificate: Occupational Health, Safety and Environment	74269	Level 2	120	This qualification is to equip learners working in any type of workplace with a broad understanding and knowledge of Occupational Health, Safety and Environmental (HSE) concepts and practices with sufficient detail to enable them to function in a safe and healthy way and to deal with health and safety problems and issues.

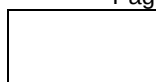
The Contractor's proposed training programmes shall be subject to the approval of the Employer's Agent, and the Contractor shall, if so instructed by the Employer's Agent, alter or amend the programmes and the course content to meet any additional needs identified.



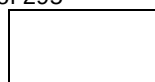
Contractor



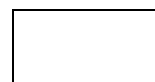
Witness 1



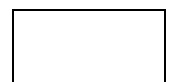
Witness 2



Employer



Witness 1



Witness 2

The Contractor shall be responsible for everything necessary for the delivery of the training programmes, including:

- (a) the provision of the trainers;
- (b) the provision of a suitable secure venue complete with adequate furniture, lighting, air conditioning, power and ablution facilities;
- (c) the provision of all necessary stationery, consumables and study materials;
- (d) the transportation of the learners to and from the training facility;
- (e) the payment of wages to all learners during the classroom training at a rate equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme;
- (f) the provision of any relevant Personal Protective Equipment (PPE) required for the training; and
- (g) additional supervision of the learners during the practical learning stage of the training carried out by constructing relevant elements of the Works (wages for the learners during this stage of the training will be paid through the rates tendered for the relevant scheduled work items for those elements).

At the successful completion of each course, the Contractor's training provider shall, as proof of attendance and completion, issue each learner with a certificate indicating the course content.

The training provider shall also ensure that each unit standard contributing towards a full learnership qualification and successfully completed by the learner is entered onto the national database.

The Contractor shall keep comprehensive records of the training given to each learner and the certificates issued, and shall provide copies of such records to the Employer's Agent when required.

The Contractor shall also complete and submit to the Employer's Agent each month, in a format acceptable to the Employer (using the EPWP Data Collection Tool template), a return detailing the training provided, both for the month and cumulatively for the contract.

C5.2.3.5 IN-SERVICE TRAINING

The Contractor shall, from the commencement of the contract, implement an in-service training programme in which the various skills required for the execution and completion of the Works are imparted to the EPWP participants engaged thereon.

Throughout the duration of the contract, the EPWP participants shall be trained progressively through the various stages of each particular type of work in which they are engaged, and their work shall be supervised and monitored and their methods corrected where necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The in-service training programme shall be submitted with the initial Works programme. The Contractor shall record the progress in relation to this programme on a monthly basis, and this progress report shall be incorporated in the monthly site meeting minutes and the payment certificate.

The Contractor shall provide sufficient skilled and competent trainers to train all EPWP participants engaged on the contract in the various skills required to enable them to carry out the required construction activities.

The in-service training of EPWP participants shall take place before commencement of the relevant construction activity, and the Contractor shall take into account in his programme the lead time required for such training. All in-service training shall be deemed to be an element of the relevant construction activity.

All formal in-service training shall be documented in terms of the EPWP Data Collection Tool template, and shall be accompanied by an attendance register of the EPWP participants on the applicable days.

All EPWP participants shall be remunerated at their agreed wage rate in respect of the time spent undergoing in-service training. The cost of the Contractor's in-service training obligations shall be deemed to be covered by the sums and rates tendered for items B13.01(a), (b) and (c) in the schedule of quantities.

On termination of their employment, the Contractor shall provide each EPWP participant engaged on the contract with a certificate of service on which the following information shall be recorded:

- the name of the Contractor;
- the name of the project / contract;
- the name of the employee;
- the nature of the work satisfactorily executed by the EPWP participant and the time spent thereon;
- the nature and extent of training provided to the EPWP participant; and
- the dates of service.

C5.2.3.6 TRAINING VENUE FACILITY

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with section 1400 of the COLTO standard specifications.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This facility shall be used to deliver all training.

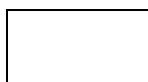
The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs,with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 Watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

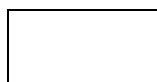
C5.2.3.7 CONSTRUCTION SKILLS TRAINING

The focus of training provided on the contract should be to support the development of the Targeted Enterprise. Construction skills training will be approved by the PMT only when appropriate.

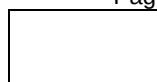
The Targeted Enterprise, their workforce and hired labour that show initiative will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout the duration of the contract.



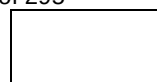
Contractor



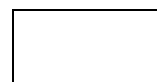
Witness 1



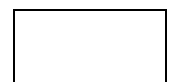
Witness 2



Employer



Witness 1



Witness 2

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying;
- (viii) Erosion protection using stone pitching, gabions or renos.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) Provision of a suitable fully serviced training venue facility;
- (ii) Procurement of suitable accredited trainers;
- (iii) Provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

In order to avoid duplication of training programmes and training facilities, all structured training, including the training described in this section: Small Contractor Development, shall be measured and paid for in terms of the pay items provided for training in Requirements of the Expanded Public Works Programme (EPWP).

C5.2.4. Community Liaison

C5.2.4.1 PROJECT LIAISON COMMITTEE

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

C5.2.4.2 COMMUNITY LIAISON OFFICER (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- (i) represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- (ii) work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- (iii) communicate daily with the contractor on labour related issues such as numbers and skill;
- (iv) assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- (v) inform local labour of their conditions of employment, including their period of employment;
- (vi) attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- (vii) attend all meetings at which the community and/or local labour are present or are required to be represented;
- (viii) attend monthly site meetings to report on community and local labour matters;
- (ix) keep a daily written record of interviews and community liaison;
- (x) submit monthly returns regarding community liaison; and
- (xi) carry out all such other duties as agreed upon between all parties concerned.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A new pay item is included in section 1200 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

C5.2.5. Compensation for Occupational Injuries and Diseases Act, 1993

All labour employed on the site shall be covered by the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993, as amended. The Contractor shall pay in full, including the payment of the necessary levies, such amounts as are due in terms of the Act. These amounts shall not be included in the wage rates and shall be payments allowed for by the contractor in addition to the wages paid to labour. The manner in which compensation in terms of this Act shall be handled shall be resolved by the Contractor at the commencement of the contract.

C5.2.5. Labour

A Project Liaison Committee has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent, and formal structures within the community.

The Contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakosi in the area.

C5.2.5.1 LABOUR-INTENSIVE CONSTRUCTION METHODS

Labour-intensive construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Labour-intensive construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task-based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically, a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour-intensive construction methods.

Except where the use of plant is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of plant is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour-intensive construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in-situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour-intensive construction methods, designated as LI items in the bill of quantities, include, but are not limited to, the following:

- Erection of the contractor's and engineer's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

-
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
 - Installation of prefabricated kerbs;
 - Construction of all brickwork required for drainage structures and manholes;
 - Erection of falsework and formwork;
 - Fixing of reinforcement;
 - Spreading of offloaded earthworks materials to the extent scheduled;
 - Spreading of offloaded layer works materials to the extent scheduled;
 - Spreading of stabilising agent;
 - Maintenance patching of surfacing;
 - Slurry seal surfacing;
 - Excavation for and construction of stone pitching, and subsequent backfilling;
 - Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
 - Dismantling / erection of fences;
 - Excavation and subsequent backfilling for guardrail;
 - Dismantling / erection of guardrail;
 - Excavation and subsequent backfilling for road signs;
 - Dismantling / erection of road signs;
 - Spreading of topsoil;
 - Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
 - Cleaning and tidying up of the Site.
 - Compiler to add to / remove from the list above in accordance with the specific requirements of this contract.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the plant utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the plant utilized 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2 – Annexure A – Practical Examples



Printing on PPE

PPE (Overalls) shall be orange with/without reflective tape and shall be branded as follows:

- EPWP logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- Implementer's Logo on the right front pocket (printed or embroidered) location (full colour)
- The height of the provincial logo (including text) shall exceed the height of the EPWP logo (including text)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the left sleeve of short sleeved apparel and may not have to be placed on long sleeved apparel.
- Where required orange safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the works ever allow for labour to work without high visibility vests.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Hard Hats may be printed monochrome or colour. The EPWP and Implementing Agent Logos are to be located on the sides of the Hard-Hat.



Floppy hats are to have the EPWP Logos on the front of the hat. The implementing agents logo may be placed on the rear of the cap

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Logo Options

Implementing Agent Examples

National Projects

 **public works**
Department: Public Works
REPUBLIC OF SOUTH AFRICA

 **transport**
Department: Transport
REPUBLIC OF SOUTH AFRICA

 **environmental affairs**
Department: Environmental Affairs
REPUBLIC OF SOUTH AFRICA

Contains National Coat Of Arms and name

Provincial Department Projects

 **agriculture & environmental affairs**
Department: Agriculture, Forestry and Fisheries
PROVINCE OF KwaZulu-NATAL

 **transport**
Department: Transport
PROVINCE OF KwaZulu-Natal

 **education**
Department: Education
PROVINCE OF KwaZulu-NATAL

Contains Provincial Coat Of Arms and name

Municipal Projects

 **Uga District Municipality**

 **ALIWAL NORTH MUNICIPALITY**

PLEASE VERIFY WHICH LOGO NEEDS TO USED

EPWP LOGO

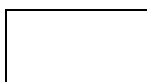


EXPANDED PUBLIC WORKS PROGRAMME

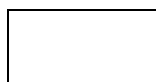
The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.

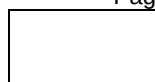




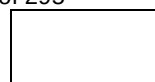
Contractor



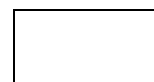
Witness 1



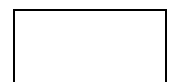
Witness 2



Employer



Witness 1



Witness 2

C5.2 – Annexure B – Pro Forma EPWP Contract of Employment

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between**Employer Details**

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male ☐ Female ☐	Disability	Yes ☐ No ☐
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Highest Education Level Achieved	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Grant type:	
Grant Received (Y/N)	Yes ☐ No ☐		

Employment Details

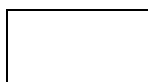
Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

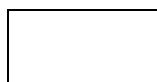
You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.	

Acceptance

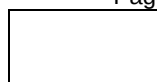
Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:



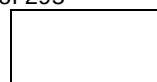
Contractor



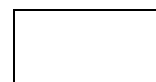
Witness 1



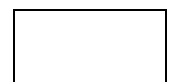
Witness 2



Employer



Witness 1



Witness 2

APPENDIX E – Conditions of Service**1. Introduction**

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

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

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - i. on more than five days in any week; and
 - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily task rate, if the worker works for less than four hours;
 - b) double the worker’s daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days’ sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- 9.6. An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- 9.7. An employer must pay a worker sick pay on the worker’s usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a) absent from work for more than two consecutive days; or
 - b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Employer

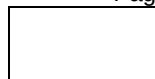
Employee



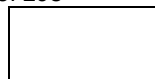
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
- four weeks before the expected date of birth; or
 - on an earlier date –
- if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - if agreed to between employer and worker; or
 - on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
- when the employee's child is born;
 - when the employee's child is sick;
 - in the event of a death of –
- the employee's spouse or life partner;
 - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
- the employer's name and address and the name of the EPWP;
 - the tasks or job that the worker is to perform; and
 - the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - the worker's rate of pay and how this is to be calculated;
 - the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
- the worker's name and position;
 - in the case of a task-rated worker, the number of tasks completed by the worker;
 - in the case of a time-rated worker, the time worked by the worker;
 - payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
- at the workplace or at a place agreed to by the worker;
 - during the worker's working hours or within fifteen minutes of the start or finish of work;
 - in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
- the period for which payment is made;
 - the numbers of tasks completed or hours worked;
 - the worker's earnings;
 - any money deducted from the payment;
 - the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

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

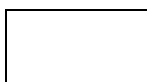
16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
- work in a way that does not endanger his/her health and safety or that of any other person;
 - obey any health and safety instruction;
 - obey all health and safety rules of the EPWP;
 - use any personal protective equipment or clothing issued by the employer;
 - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

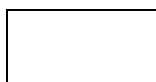
17. Compensation for Injuries and Diseases

Employer

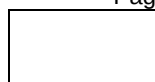
Employee



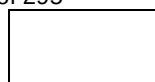
Contractor



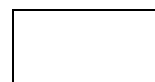
Witness 1



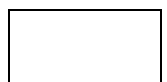
Witness 2



Employer



Witness 1



Witness 2

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

18. Termination

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

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
- the worker's full name;
 - the name and address of the employer;
 - the EPWP on which the worker worked;
 - the work performed by the worker;
 - any training received by the worker as part of the EPWP;
 - the period for which the worker worked on the EPWP;
 - any other information agreed on by the employer and worker.
- Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer

Employee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C5.2 – Annexure C – EPWP Data Collection Tool Template

(PROFORMAS OF MICROSOFT EXCEL SPREADSHEETS)

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Duration		
Project Start Date	Planned Start date of the particular contract	
Project End Date	Planned End date of the particular contract	
Estimated Budget	Overall Contract budget (excluding professional fees) for Current Financial Year	
Project Location		
Province	In which province is the project implemented?	
District Municipality	Under which District Municipality does this project falls?	
Local Municipality	Under which Local Municipality does this project falls?	
Latitude (in decimal format)	Is generated by the system	
Longitude (in decimal format)	Is generated by the system	
Project Location per site		
Locality name	Where exactly is the project implemented? (Ward name)	
Subplace	Town / Village	
Ward	The project site is located in which ward?	
Government facility	Landmark near the project (Post office/school/clinic/library)	
Spatial Data Type	Geopoint (structure)/ Line (road)/ Polygon(area)	
Site physical address	Physical address of the site office	
Public Body Details		
Public body sphere	In which sphere is the project implemented? (National, Provincial or Municipal)	
Reporting public body that is the project owner (and will report on the project)	Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)	
Department in the Public body that is responsible for the project	Which department /unit is responsible for this project? (e.g., Roads & storm water, Education, Community safety etc.)	
Implementing public body type	In which sphere is this project implemented? (Metro, District, Mun, National or Provincial Dept.)	
Public body that will implement the project.	Which institution that implements the project?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Implementation		
Is this the project on the municipal IDP	Yes / No	N/A
IDP reference number allocated to the project	The number reflected in your Municipal IDP document	N/A
EPWP Details		
EPWP Sector	The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP Programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which sub-programme?	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	Project Budget	
Project Location		
Province		
District Municipality	Under which District Municipality does this projects falls	
Local Municipality	Under which Local Municipality does this projects falls	
Latitude (in decimal format)	GPS coordinates	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	Such as Municipal or Provincial	
Reporting public body that is the project owner (and will report on the project)	Which Department approved the project in (education, Health etc.)	
Department / Unit in the Public body that is responsible for the project	Which Department budgeted for the project e.g. Education, Health Directorate	
Implementing public body type	Example (Local Municipality, Distr. Mun or Provincial Dept.	
Public body that will implement the project.	Infrastructure, Environment or Social	
Is this project on the Municipal IDP	Municipal projects	
IDP reference number allocated to the project		
EPWP Details		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
EPWP Sector	The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)	Infrastructure
EPWP programme	The project is implemented under which programme?	
EPWP Sub Programme	The project is implemented under which sub-programme?	
Budget Amount-(Allocations for the project duration)		
Funding Body	Which Dept. is funding the project	
Funding Year	Financial year/s for the project	
Total Budget Amount	(Exclude Professional Fees)	
Incentive Grant (e.g. landcare / EPWP grant)	Grant funding received	
Total wages paid for the duration of the projects	What amount will be spent on wages during the duration of the project	
Wage Rate	Daily Wage rate to be paid during productive work	
Stipend Rate	Daily wage rate to be paid during training	
UIF	The amount being paid to UIF (if applicable)	
COIDA	The amount being paid to COIDA (if applicable)	
Training	What amount will be spent on training	
Administration	The Administration costs	
Equipment and materials	Budget for Materials and Equipment	
Other	If other where chosen to describe the other Such as Professional fees)	
Describe other		
Project Outputs and Training		
Planned Primary Output	eg walkways, gabions, kerb * channel, km of road constructed	
Description of Planned Primary Output	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Planned primary output quantity	Specify the quantity of output planned	
Number of persons to be trained	How many persons are targeted for on job training	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Contact person		
Title	Person responsible for the Project in the Public Body (Project Manager)	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No	Participant's personal details as per ID Document											Grants	Experience/ Literacy		Location Details		Nationality	Household Details			Quality Check				
	First Name	Initials	Surname	ID number	Disability (Y/N)	Education Level	Start Date	End Date	Language	Address	Cell Number	Government Grant (Y/N) and Type	Other Language 1	Other Language 2	District Municipality	Local Municipality	(RSA/ Non-RSA)	Number of people	Number of Dependents	Number of Children attending school	Picture Clear	Text clear	Certification within 3 months of employment	Clear certification Stamp	Commissioner details clear

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Participant Training Data													
Course ID	Course Name	Code	Training category (Accredited / non-accredited)	Type of training course (Unit standard, Trade Titles, Short courses, Public body specific)	Start	End (for the entire training duration)	Number of Trainees	Number of Days	Cost (for the entire training course)	Status of training (Not started, In progress, Completed)	Training Provider Name	Training Provider Contact Number	Training Provider Address

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (Number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g., Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only.	
Percentage achieved	How much work done / achieved in percentages?	
EPWP Branding		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Field requested	Description if needed	Please complete the sections in white
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference& name)	

[illegible]

C5.3

ENVIRONMENTAL MANAGEMENT PLAN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROPOSED UPGRADES PLANNED FOR THE MALETSWAI (FORMALLY ALIWAL NORTH) WATER TREATMENT WORKS, MALETSWAI, JOE GQABI DISTRICT, EASTERN CAPE

ENVIRONMENTAL MANAGEMENT PLAN

Prepared for: Sikunye Consulting Engineers on behalf of Joe Gqabi District Municipality

J2023_10

May 2023



This report was prepared by



- **Indwe Environmental Consulting CC • 2Ayr Place • Bonnie Doon • East London • 5421 •**
- Tel: 043 555 0656 • Fax: 086 513 9734 • Email: megan@indwecon.co.za •
- Company Registration No.: 2006/074394/23 •

This document remains the confidential and proprietary information of Indwe Environmental Consulting CC and is protected by copyright in favour of Indwe Environmental Consulting CC and may not be reproduced, or used without the written consent by Indwe Environmental Consulting CC, which has been obtained beforehand. This document is prepared exclusively for the client and is subject to all confidentiality, copyright and trade secrets, rules, intellectual property law and practices of South Africa.

**PROPOSED UPGRADES PLANNED FOR THE MALETSWAI (FORMALLY ALIWAL
NORTH) WATER TREATMENT WORKS, MALETSWAI, JOE GQABI DISTRICT,
EASTERN CAPE**

ENVIRONMENTAL MANAGEMENT PLAN

CONTENTS

Chapter	Description	Page
1	INTRODUCTION	1
	1.1 Background Information	1
	1.2 Project description/scope	1
	1.3 General Environmental Principles	2
2	ROLES AND RESPONSIBILITIES	4
	2.1 Consulting Engineer (Sikunye Consulting)	4
	2.2 Contractor	4
	2.3 Environmental Control Officer (Indwe Environmental Consulting)	4
	2.4 Health, Safety and Environmental Officer (on-site person)	5
3	ENVIRONMENTAL SPECIFICATIONS – ADMINISTRATION	6
	3.1 Environmental Site File	6
	3.2 Environmental Induction & Training	7
4	ENVIRONMENTAL SPECIFICATIONS – SITE CAMP	8
	4.1 Site Camp Establishment and Management	8
	4.2 Solid Waste Management	8
	4.3 Hazardous Materials, Fuel and Waste Management	8
	4.4 Sanitation/Ablutions	9
	4.5 Close Out of Site Camp	9
5	ENVIRONMENTAL SPECIFICATIONS - WORK AREAS	10
	5.1 External Site Access and Traffic Control	10
	5.2 Development/Construction/Work Area Footprint	10

	5.3	Works near the Watercourse	10
	5.4	Topsoil Management	10
	5.5	Spoil Stockpiles	11
	5.6	Erosion Management	11
	5.7	Wet Works/Concrete Mixing	12
	5.8	Trenching	12
	5.9	Public Protection	13
	5.10	Existing Services	13
	5.11	Solid Waste Management	14
	5.12	Hazardous Waste Management	14
	5.13	Sanitation	14
	5.14	Rehabilitation & Landscaping	15
6		COMPLIANCE	16
	6.1	Work Stoppage	16
	6.2	Monitoring and Auditing	17
7		APPENDIX A- METHOD STATEMENT EXAMPLE	19
8		APPENDIX B- PROPOSED ENVIRONMENTAL AWARENESS TRAINING GUIDELINE	21

1 INTRODUCTION

1.1 Background Information

Indwe Environmental Consulting was appointed by Sikunye Consulting Engineers, on behalf of Joe Gqabi District Municipality, to compile an Environmental Management Program for the proposed upgrades planned for the Maletswai (Aliwal North) water treatment works (WTW), Maletswai, Joe Gqabi District, Eastern Cape.

In addition to the above, Indwe Environmental Consulting was tasked to assist Joe Gqabi District Municipality with obtaining feedback from DEDEAT regarding applicable listed activities of the EIA Regulations, 2014, as amended in 2017 that would or would not be triggered by the development proposal. As such, Indwe Environmental Consulting prepared an Environmental Screening Report providing the relevant information such that DEDEAT could make an informed decision. **DEDEAT have not been issued the screening report, pending internal review by Sikunye, at the time of compiling this EMP (May 2023), as such the project does not yet have an “exclusion” from an Environmental Authorisation process.**

1.2 Project description/scope

The Joe Gqabi District Municipality proposes the following works as part of the funded phase:

- 2x pre-sedimentation basins. The basins will have a combined storage capacity of 8900m³ and the total footprint of the basins will be 1960m².
- 1x containment dam. The containment dam will have a storage capacity of 9500m³ and a footprint of 2000m².
- Internal pipe work. The internal pipework will comprise of a network of pipes linking the new sedimentation basins and containment dam to the existing sedimentation tanks and infrastructure of the WTW facility. New sections of pipeline will comprise:
 - 246m of 500mm diameter piping (PVCu CL 9) and
 - 156m of 315mm diameter piping (CL9).
- The existing infrastructure that will support the proposed upgrades consists of:
 - raw water pump house with submerged pumps
 - abstraction point
 - 450mm rising main to the existing sedimentation tank
 - water treatment works, and
 - existing pipeline connecting the sedimentation tank to the treatment works.

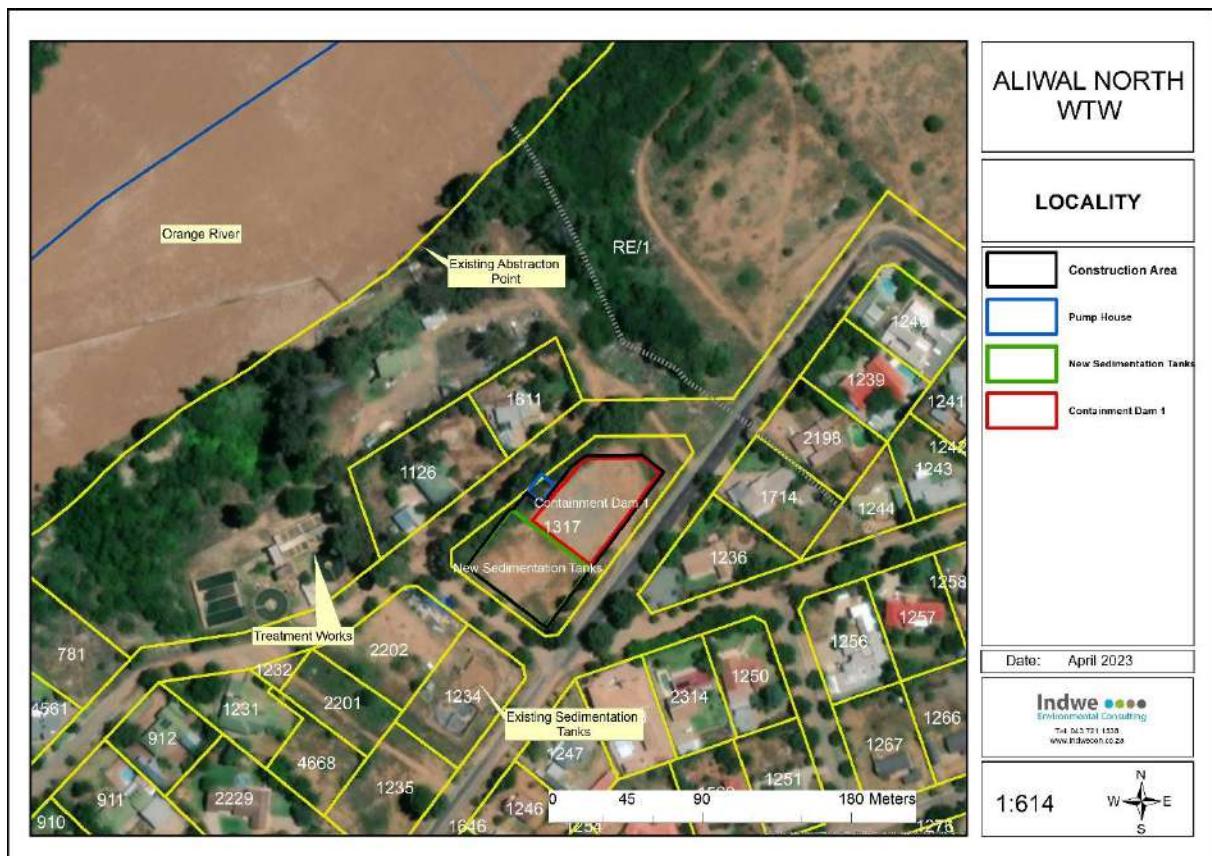


Figure 1: Locality map of the proposed upgrades to the WTW.

1.3 General Environmental Principles

The following principles should be considered at all times during the implementation of this project:

1. The environment is considered to be composed of both biophysical and social components.
2. Construction and trench digging are disruptive activities and due consideration must be given to the environment, including the social environment, during the execution of a project to minimise the impact on affected parties.
3. Minimisation of areas disturbed by construction and trench digging activities (i.e. the footprint of the construction and trench area) should minimise many of the related environmental impacts of the project and reduce rehabilitation requirements and costs.
4. As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes the following legislation which can, inter alia, have an effect on construction activities or the environment. This list is not necessarily complete and the onus shall remain on the Contractor to ensure that all relevant legislation is conformed with.
 - National Environmental Management Act (No. 107 of 1998).
 - National Water Act (No 36 of 1998).

- National Heritage Resources Act (No. 25 of 1999).
 - Conservation of Agricultural Resources Act (No 43 of 1983).
 - National Environmental Management: Biodiversity Act (No. 10 of 2004).
 - Occupational Health & Safety Act (No.85 of 1993).
 - All relevant provincial legislation, Municipal by-laws and ordinances.
5. Every effort should be made to minimise, reclaim and/or recycle “waste” material.
6. The Environment is held in public trust for the benefit of people, due care must therefore be exercised to ensure that the rights of others with respect to its use are respected. This requires that a risk averse and cautious approach to the management of activities associated with the project be adopted at all times.

2 ROLES AND RESPONSIBILITIES

2.1 Consulting Engineer (Sikunye Consulting)

The Consulting Engineer (CE) is required to:

1. Ensure that Contractors are aware of and familiar with the contents of the Environmental specification.
2. Be familiar with the contents of the Environmental specification.
3. Ensure that all permits, authorisations and associated conditions regarding site establishment and construction activities are in place.
4. Assist with monitoring the Contractor's compliance to the specifications contained within this document and enforce compliance when deemed necessary.
5. Issue site instructions giving effect to the ECO requirements contained in audit reports.
6. Discuss with the ECO the application of any penalties and other possible enforcement measures when necessary.
7. Facilitate communication between all role-players in the interest of effective Environmental Management.

2.2 Contractor

The Contractor is required to:

1. Be familiar and comply with the contents of this EMP and the specifications contained within.
2. Regularly conduct environmental awareness training amongst all site personnel.
3. Report all incidences of non-compliance with the content of the specification to the ECO.
4. Timeously implement mitigation measures for non-compliances identified in previous audit reports.

2.3 Environmental Control Officer (Indwe Environmental Consulting)

The ECO is responsible for:

1. Conducting an induction session with the Main Contractor on the content and requirements of the EMP.
2. Undertaking monthly site inspections to ensure that the provisions contained within this EMP are complied with throughout the construction period.
3. Undertaking periodic audits to measure the Contractors compliance with the provisions of the EMP and distribute these reports to the relevant parties.
4. Keeping a photographic record of progress on site from an environmental perspective.
5. Checking that the required actions are/were undertaken to mitigate the impacts resulting from non-compliance identified in previous site inspections and compliance audits.

Indwe Environmental Consulting ©

J2023-10 _ Proposed upgrades planned for the Maletswai (Aliwal North) WTW, Maletswai, Joe Gqabi District, Eastern Cape – EMP

6. Monitoring the Contractors environmental awareness training for all personnel on site.
7. Reviewing and approving construction method statements in conjunction with the Engineer prior to work commencing.

2.4 Health, Safety and Environmental Officer (on-site person)

The OHSE officer is responsible for:

1. Ensure on-going compliance with the EMPr and any other regulatory requirements.
2. Keep the ECO up to date with any incidents on site of environmental importance.
3. Ensure that any partial and non-compliance items are timeously addressed.
4. Provide the ECO with a progress report when requested. Progress reports would include an update regarding non-compliant issues that need to be urgently addressed. The progress report must be completed and returned to the ECO within 5 working days of being requested.
5. Keeping the environmental site file up to date.
6. Undertaking employee training sessions on a weekly basis (see Appendix B for the guideline).

3 ENVIRONMENTAL SPECIFICATIONS – ADMINISTRATION

3.1 Environmental Site File

The Contractor is to maintain an environmental site file which must contain the following:

1. A copy of this Environmental Specification report.
2. A copy of the letter from DEDEAT noting feedback regarding the screening document submitted to them for decision.
3. All relevant authorisations, permits and licences.
4. Records of attendance and proof of ongoing environmental awareness training of all personnel.
5. Any emergency incidence registers.
6. A copy of all approved Method Statements¹.
7. Requested method statements:
 - Site camp layout
 - Spoil and material stockpiling
 - Concrete mixing and batching
 - General waste management
8. A register of public complaints.
9. A copy of all previous site inspection and audit reports.
10. A copy of all relevant correspondence of an environmental nature.
11. Any other information of environmental importance.

The environmental file must be kept on site and made available to any authority that requests to review its contents.

¹ Method statements must be sent 7 days prior to the commencement of the activity requiring the method statement. Once the method statement has been approved by the ECO, the work may commence for the said activity.

3.2 Environmental Induction & Training

1. Before construction commences the ECO must coordinate an induction session with the Contractor. The ECO must brief the contractor on the specifications contained within this document.
2. The Contractor shall be responsible for conducting regular (weekly) toolbox talks with all employees in order to ensure that they have the necessary knowledge to comply with the specifications contained in this document.
3. Copies of all attendance registers as proof of training must be kept in the site environmental file.

4 ENVIRONMENTAL SPECIFICATIONS – SITE CAMP

4.1 Site Camp Establishment and Management

The following guidelines must be adhered to for site camp establishment:

1. Topsoil must be removed and stockpiled from all areas within the site camp that will be used for storage purposes (i.e., sand & stone, pipeline sections, diesel bund, containers etc.).
2. Topsoil must be stockpiled in such a manner and in such a place that it will not cause damming of water or lead to erosion.
3. The site camp must be always maintained in a clean orderly and presentable condition.

4.2 Solid Waste Management

1. The Contractor shall provide sufficient weather and scavenger proof waste bins within the site camp.
2. A waste storage area shall be made available for the storage of waste before being taken to the disposal site.
3. Litter within the site camp must be collected on a daily basis.
4. All waste bins shall be regularly emptied, and the accumulated waste disposed of at an appropriately permitted waste disposal site. The contractor is to keep documented proof of waste disposal.
5. The burning or burying of any waste within the site camp is strictly prohibited.

4.3 Hazardous Materials, Fuel and Waste Management

1. All hazardous material must be stored at a dedicated and labelled hazardous waste container/containment area.
2. The hazardous waste container/containment area must be always maintained in a clean orderly and presentable condition.
3. Diesel storage tanks shall be bunded with a 110% storage volume and the bund is to be fitted with a drainage control valve.
4. The contractor will be required to conduct all servicing of machines and equipment within a designated area within the site camp. Only emergency repairs are to be done on-site
5. The Contractor shall ensure that there are adequate facilities for the handling and storage of used parts, oils, grease, cleaning fluids and fuels.
6. Drip trays are to be placed under plant and vehicles that are parked overnight and must be available for use at the servicing area. The disposal of the contents of drip trays is to be in accordance with relevant hazardous materials disposal requirements.

7. Hazardous material spill kits must be kept within the site camp and be accessible at all times.
8. Hazardous material spills are to be avoided as far as is practically possible. Where spills occur compromised soil/vegetation should be removed and disposed of in a hazardous waste drum.
9. The Contractor is to record all hazardous material spills in the emergency incidence register.
10. All collected and stored hazardous waste must be disposed of at a registered waste handling facility for toxic/hazardous materials/chemicals.
11. Receipts from such sites must be kept in the environmental file.

4.4 Sanitation/Ablutions

1. Adequate toilet facilities for men and women are to be provided for at the site camp.
2. All portable ablutions must be adequately secured to prevent being toppled over.
3. These toilets are to be maintained and serviced by a reputable service provider.
4. Receipts from the service provider must be kept in the environmental file.

4.5 Close Out of Site Camp

1. All structures comprising the construction camp are to be removed from site. Any deviation from this must be approved by the landowner and ECO.
2. The area that previously housed the construction camp is to be checked for spills of substances such as oil, paint, etc., and these shall be cleaned up and contaminants disposed of appropriately.
3. All hardened surfaces within the construction camp area should be ripped, all imported materials removed, and topsoil shall be applied to the area and regressed.
4. All worked areas including site camp to be rehabilitated to its original condition and blend into the surround area.

5 ENVIRONMENTAL SPECIFICATIONS - WORK AREAS

5.1 External Site Access and Traffic Control

1. The Contractor shall be responsible for protecting the public from anything dangerous to persons or property and for the safe and easy passage of pedestrians, vehicular traffic and rail traffic in those areas affected by the works.
2. Adequate signage is to be placed on both side of the new access road to ensure that all passing motorists are warned of the potential dangers.
3. In the event that the access roads are damaged through construction related activities the contractor will be responsible for repairing the damage.
4. All roads in the surrounding area of the construction activities are to remain accessible to other users.

5.2 Development/Construction/Work Area Footprint

1. In order to avoid unnecessary disturbance all work areas must be clearly demarcated, and work is to be limited to within these work areas.
2. For trenches the extent of the working area must be limited to 5 meters in total (2.5 meters on either side).
3. Construction vehicles may only be permitted and managed within the demarcated working areas or on existing roads. No-Go areas are to be strictly avoided.

5.3 Works near the Watercourse

1. All efforts should be made to minimise any unnecessary infilling of any watercourse or adjacent wetland seeps.
2. All Building materials are to be kept clear of watercourses and no material is to be stockpile within 50m of any watercourse.
3. If any spills occur within the watercourse all works are to be halted and the spill is to be cleaned up immediately.
4. No concrete mixing is to be conducted within 50m of any watercourse.

5.4 Topsoil Management

1. All topsoil and associated vegetation to a depth of 150 mm is to be removed from trench footprints and stockpiled separately from subsoil and spoil material.

2. All removed topsoil must be stockpiled in such a manner and in such a place that it will not cause damming of water.
3. All topsoil stockpiles must be protected against wind/soil erosion as well as weeds.
4. Non-woody vegetation such as grasses and forbs should not be removed prior to stripping topsoil from work areas in order to assist in maintaining viability of the soil during storage.
5. Compaction of the topsoil by, inter alia, driving over it is not permitted.
6. Topsoil stockpiles should not exceed 2 m in height.
7. Topsoil stockpiles should not be located within any of the No-Go areas.
8. Under no circumstances is stockpiled topsoil to be mixed with any other material (e.g., spoil and building rubble).
9. All topsoil stockpiles should be dampened during dry conditions in order to prevent excessive dust.
10. Once construction activities have been completed in areas in which topsoil was removed. The stockpiled soil should be immediately replaced and used for the rehabilitation of the site.

5.5 Spoil Stockpiles

1. Oversized spoil material must be neatly stockpiled next to trenches for collection.
2. All spoil material stockpiles must be collected and appropriately disposed of by the contractor.
3. Suitable spoiling sites such as erosion gullies or dongas in the landscape may be used for the spoiling of rock (100 – 500 mm diameter) in order to arrest erosion. Choice of such sites shall be at the discretion of the Engineer in consultation with the ECO and spoiling shall be conducted in a manner specified by the Engineer.
4. The spoiling of soil shall not be permitted along drainage lines. Only blast rock or boulders can be used and only with prior approval from the Engineer and ECO.

5.6 Erosion Management

1. The Contractor is responsible for monitoring all areas at which trenching, and construction related activities for evidence of rill/sheet erosion.
2. In the event that soil erosion does occur, each case should be managed in as practicable way as possible.
3. All areas along streams and drainage lines that could be impacted upon through trenching and construction activities should be protected against soil erosion.
4. Re-vegetation of disturbed surfaces should occur immediately after the construction activities are completed.

5. The contractor is to ensure that adequate storm water/erosion control measures are put in place in areas that have a steep gradient and will be disturbed by construction related activities e.g. storm water diversion berms.
6. In the event of failure to implement timeous erosion control measures the contractor shall be held financially responsible for the necessary rehabilitation.

5.7 Wet Works/Concrete Mixing

1. All gravel, sand and stone used during construction must be obtained from a bona fide source.
2. Cement/concrete mixing must take place on an appropriately lined or impermeable surface within the construction footprint.
3. If a batching plant is required for the project, an adequate batching area is to be located and approved by the ECO, the contractor will be required to construct a waste water collection sump and waste water containment measures to ensure that no waste water/sludge enters any watercourse or contaminated any area outside of the construction footprint.
4. Water contaminated with cement shall not be allowed to enter any natural watercourse or drainage line.
5. Construction waste (i.e. cement bags, litter) must be cleaned up on a daily basis and appropriately disposed of.
6. All remaining construction rubble (i.e. concrete spoil, bricks, gravel, sand and stone) must be neatly stockpiled, collected and appropriately disposed of at a spoil site or permitted waste disposal site.

5.8 Trenching

1. In order to avoid unnecessary disturbance, trench work areas must be clearly demarcated and work is to be limited to within these work areas.
2. The extent of the working area must be limited to 5 meters in total (2.5 meters on either side).
3. Topsoil must be excavated to the base of the A-horizon or 150 mm whichever is greater, and appropriately stockpiled for later use in rehabilitation. Care must be taken not to mix topsoil with subsoil and spoil material.
4. Construction vehicles may only be permitted and managed within the demarcated trench working areas or on existing roads. No-Go areas as well as areas zoned as Open Space are to be strictly avoided.
5. Unless otherwise permitted, not more than 250 m of trench per pipe laying gang shall be open at any time.
6. All excavated trenches should be backfilled within 2 days after being opened.
7. "Open trench" includes the period from initial removal of topsoil to replacement of topsoil after backfilling.

8. The testing of pipelines and backfilling of trenches (including topsoil) shall be completed for each section of pipeline without delay.
9. Any work that is authorised to take place through wetlands and streams shall not commence until the Contractor confirms that all the material is on site and that work can commence and be completed with the available material.
10. Once work begins in these areas (wetland or stream) open trench time shall not exceed 14 days from the start date to rehabilitation unless a full motivation is submitted within the 14 day construction period, and that the delay relates to construction issues and not material or equipment.
11. Adequate warning demarcation measures along all open trenches and open excavations must be implemented.
12. Topsoil and associated vegetation must be the final layer that is replaced during the backfilling of trenches.
13. The topsoil layer must be lightly compacted and finished by hand using rakes. The use of vehicles to compact topsoil is strictly forbidden.
14. Care must be taken to ensure that the finished surface has a slight camber and is not below the surrounding ground level.
15. Care must be taken to ensure that all reinstated trenches merge with the immediate environment and that any negative visual impacts will be rectified to the satisfaction of the ECO.

5.9 Public Protection

1. The Contractor shall be responsible for protecting the public from anything dangerous to persons or property and for the safe and easy passage of pedestrians and vehicular traffic in those areas affected by the Works.
2. Any excavations, material dumps, spoil dumps or other obstructions likely to cause injury to any persons or thing shall be suitably barricaded.
3. The Contractor's staff shall in no way be a nuisance to residents in the vicinity of construction activities. Any work in public places shall be adequately barricaded and steps shall be taken to minimise the disruptive effects of construction
4. Any complaints received by the Engineer will be addressed and the relevant persons will face suspension from the project.

5.10 Existing Services

1. The Contractor shall ensure that existing services, (i.e. road, pipelines, power lines and telephone services) are not damaged or disrupted unless required by the Contract and then they shall only take place with the permission of the Engineer.
2. The Contractor will be responsible for the repair and reinstatement of any existing infrastructure that is damaged or services which are interrupted.

3. Such repair or reinstatement will be to the Contractor's cost, and shall receive top priority over all other activities. A time limit may be stipulated by the Consulting Engineer.

5.11 Solid Waste Management

1. The Contractor shall provide sufficient waste bins at work areas.
2. Litter at work areas must be picked up on a daily basis.
3. All waste bins shall be regularly emptied, and the accumulated waste disposed of at an appropriately permitted waste disposal site. The contractor is to keep documented proof of waste disposal.
4. The burning or burying of any waste at work areas is strictly prohibited.

5.12 Hazardous Waste Management

1. Drip trays are to be placed under plant and vehicles that are parked overnight. The disposal of the contents of drip trays is to be in accordance with relevant hazardous materials disposal requirements.
2. The contractor is to supply and approved emergency spill kit for the site.
3. Hazardous material spills are to be avoided as far as is practically possible. Where spills occur compromised soil/vegetation should be removed and disposed of in a hazardous waste drum.
4. The Contractor is to record all hazardous material spills in the emergency incidence register.
5. All collected and stored hazardous waste must be disposed of at a registered waste handling facility for toxic/hazardous materials/chemicals.
6. Receipts from such sites must be kept in the environmental file.

5.13 Sanitation

1. Adequate toilet facilities for men and women are to be provided for at work areas.
2. These toilets are to be maintained and serviced by a reputable service provider.
3. All portable toilets are to be secured with stay wires or suitable equivalent to prevent them from being toppled over by strong winds or livestock.
4. Receipts from the service provider must be kept in the environmental file.

5.14 Rehabilitation & Landscaping

1. All areas that were cleared or disturbed during construction and trenching activities must be rehabilitated to an appropriately vegetated state. Care must be taken to ensure that these rehabilitated areas merge with the immediate environment.
2. Anti-erosion measures must be put in place to prevent soil loss from rehabilitated areas.
3. Complete rehabilitation of all work areas will be required to return the site to its former condition. This will include removal of all cement sludge, waste concrete, builders refuse, etc., ripping of compacted surfaces to loosen soil, replacement of topsoil and re-grassing.
4. Where necessary topsoil must be imported to rehabilitate disturbed areas where there is an insufficient amount of topsoil available for rehabilitation.

6 COMPLIANCE

6.1 Work Stoppage

1. Through the CE the ECO shall have the right to order work to be stopped in the event of significant infringements of the Project Environmental Specifications, until the situation is rectified in compliance with the specifications. In the event of this happening the Contractor shall not be entitled to claim for delays.
2. Penalties may be inflicted for repeated non-compliances.

The table below provides a guideline for penalties and fines for transgressions or resultant environmental damage.

TRANSGRESSION OR ENVIRONMENTAL DAMAGE	<u>MIN</u> <u>FINE</u>	<u>MAX</u> <u>FINE</u>
Failure to comply with prescriptions regarding ECO appointment and monitoring of EMPr/ Environmental Specifications	R1 000	R2 000
Failure to comply with prescriptions regarding environmental awareness training	R2 000	R10 000
Failure to rectify ongoing non-compliances addressed by the ECO in prior audit reports	R 2 500	R 10 000
Failure to comply with prescriptions regarding method statements	R1 000	R2 000
Failure to report environmental damage or EMPr/ Environmental Specifications transgressions to the ECO or Project Manager/ Agent/ Resident Engineer	R1 000	R2 000
Failure to carry out instructions of the ECO regarding the environment of the EMPr/ Environmental Specifications	R1 000	R2 000
Failure to comply with prescriptions regarding a complaints register	R1 000	R2 000
Failure to comply with prescriptions regarding site demarcation and enforcement of “no go” areas	R2 000	R10 000
Failure to comply with prescriptions regarding site clearing	R2 000	R10 000
Failure to comply with prescribed administration, storage or handling of hazardous substances	R1 000	R2 000
Failure to comply with prescriptions regarding equipment maintenance and storage	R1 000	R2 000
Failure to comply with fuel storage, refuelling, or clean-up prescriptions	R1 000	R2 000
Failure to comply with prescriptions regarding procedures for emergencies (spillages and fires)	R2 000	R10 000
Failure to comply with prescriptions regarding construction camp	R2 000	R10 000
Failure to comply with prescriptions for the use of ablution facilities	R1 000	R2 000
Failure to comply with prescriptions regarding water provision	R1 000	R2 000
Failure to comply with prescriptions for the use of designated eating	R1 000	R2 000

areas, heating source for cooking or presence of fire extinguishers		
Failure to comply with prescriptions regarding fire control	R2 000	R10 000
Failure to comply with prescriptions for solid waste management	R2 000	R10 000
Failure to comply with prescriptions to prevent water pollution and sedimentation	R2 000	R10 000
Failure to comply with prescriptions to the protection of natural features, flora, fauna and archaeology	R2 000	R10 000
Failure to comply with prescriptions regarding speed limits	R1 000	R2 000
Failure to comply with prescriptions regarding noise levels of construction activity	R2 000	R10 000
Failure to comply with prescriptions regarding working hours	R2 000	R10 000
Failure to comply with prescriptions regarding aesthetics	R1 000	R2 000
Failure to comply with prescriptions regarding dust control	R1 000	R2 000
Failure to comply with prescriptions regarding security and access onto private property	R1 000	R2 000

6.2 Monitoring and Auditing

1. The project proponent must appoint a suitably qualified individual to be assigned as the Environmental Control Officer.
2. The ECO will visit the construction sites in order to monitor the Contractor's performance in relation to the Environmental Specifications on at least a monthly basis.
3. After each inspection a report will be prepared for the Client and incorporated into the monthly site meeting minutes. The ECO must record any issues of non-compliance, and recommend corrective actions and action on these recommendations. These are to be submitted to the Project Proponent, Consulting Engineer and lead Contractor.
4. The ECO is to make recommendations to the CE in order for the contractor to achieve compliance (corrective actions).
5. During site visits the ECO is to look out for any other incidental environmental issues not covered by this EMP.
6. At the end of the contract the ECO must undertake a close out site inspection and all snags/
7. Recommendations must be implemented prior to final hand-over.
8. The on-site OHSE officer is to ensure that the work conducted on site complies with the guidelines provided in this EMP and any other document provided by the ECO. Refer to section 2.4 above.

7 APPENDIX A- METHOD STATEMENT EXAMPLE

METHOD STATEMENT

Organisation:

.....

Date:

Contract:

Author:

Reviewer :

PROPOSED ACTIVITY

Provide the title of activity that and reference number from the EMP.

.....

WHAT WORKS ARE TO BE UNDERTAKEN

Provide a brief description of the works to be undertaken.

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

WHERE IS THE ACTIVITY GOING TO BE UNDERTAKEN

Provide a full description of the extent of works, and if possible, an annotated plan.

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

START DATE

END DATE

HOW ARE WORKS GOING TO BE UNDERTAKEN

Space available below for an annotated sketch of the process.

Indwe Environmental Consulting ©

J2023-10 _ Proposed upgrades planned for the Maletswai (Aliwal North) WTW, Maletswai, Joe Gqabi District, Eastern Cape – EMP

METHOD STATEMENT REVIEW AND APPROVALS

Environmental Control Officer (ECO)

The information provided in the method statement is deemed satisfactory, provided the methodology is followed effectively.

Signed:

ECO Name:

Date:

PERSON UNDERTAKING THE WORKS (I.E. FOREMAN, MAIN CONTRACTOR, SUB-CONTRACTOR)

The contents of the Method Statement is duly noted and the activity will be carried out according the specifications outlined above.

Signed:

Name:

Date:

8 APPENDIX B- PROPOSED ENVIRONMENTAL AWARENESS TRAINING GUIDELINE

SYMBOL	SITE ASPECT	SYMBOL	SITE ASPECT
	WORKING AREAS Workers and equipment must stay inside the site boundaries at all times Do not enter the 'no-go' areas Respect the privacy of all residents		PLANTS & ANIMALS Do not kill or injure animals Ask the site agent / foreman to remove nuisance animals Alert the site agent / foreman of DANGEROUS animals
	FIRE No fires without permission Do not burn rubbish Know procedures and locations of fire-fighting equipment		NOISE Do not make loud noises around site Know site working hours Report noisy equipment
	SMOKING Put cigarette butts in dustbin No smoking near paint, petrol or gas	 	TRANSPORT Always keep to the speed limit Use approved entry and exit points Report leaks, spills

	No smoking outside the site camp		No overloading
	HAZARDOUS SUBSTANCES Work with petrol, diesel and oil in marked areas Use drip trays and protective clothing Report any spills		RUBBISH Do not litter Use dustbins with sealable lids Report full bins
	PLANTS Do not damage trees, grass or plants Do not pick flowers		TOILETS (a) Use toilets provided Report damage leaks
	EATING No cooking of food on site Only eat in demarcated areas Use dustbins with sealable lids close to eating area		FINES AND PENALTIES Spot fines will apply Removal from site Construction stopped

	EMERGENCY NUMBERS Know all emergency numbers Report all emergencies to site agent / foreman / ECO		DUST CONTROL Apply dust suppression measures Report complaints from public to site agent / foreman / ECO
	SAFETY No public access to site Wear PPE Ensure roadworthiness of all vehicles		HEALTH HIV/AIDs and STD awareness Sick staff must report to the site agent / foreman All staff in contact with stormwater runoff to regularly wash their hands and arms, especially before meals
	ACCIDENTS Inform the site and safety manager immediately Open excavation / dangerous areas must be demarcated with hazard tape		DISTURBED AREAS Must be restored to pre-activity state No burying of material

	CEMENT OPERATIONS Take place in designated area No batching directly on the soil All dirty water contained and reused Solid residue disposed as waste		STOCKPILE SITES AND SURPLUS MATERIAL Stockpiles must have stabilized sloped No burning of surplus plant material
---	---	---	--

END

Declaration (In respect of completeness of tender) to:

JOE GQABI DISTRICT MUNICIPALITY

Office of the Municipal Manager

Corner of Cole & Graham Streets

BARKLY EAST

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming Part C2.2 of this Contract Document. The complete document comprises of 273 pages which includes the Bill of Quantities in consecutive order upon which my/our tender for the **BID NO.: JGDM2024/25-007 ALIWAL NORTH WATER TREATMENT WORKS HOLDING DAMS** has been based.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

COMPANY STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2