



## EMALAHLENI LOCAL MUNICIPALITY

**TENDER NUMBER: ELM 05/2024**

**TENDER DOCUMENT FOR**

**WITBANK WTW FILTER REFURBISHMENT PHASE**

**CIDB CLASS GRADING: 7 CE or 6 CE PE**

**TENDER SUBMITTED BY:**

<b>NAME OF TENDERER</b>	
<b>AMOUNT OF TENDER (VAT INCLUSIVE)</b>	
<b>CIDB GRADE</b>	
<b>CSD NUMBER</b>	
<b>TEL (Office) No.</b>	
<b>FAX (Office) No.</b>	
<b>Cell No.</b>	

**ISSUED BY:**

**EMALAHLENI LOCAL MUNICIPALITY**

P.O Box 3

Emalahleni

1035

Tel: (013) 690 6911

Fax: (013) 690 6911

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## Tender Notice and Invitation to Tender

### WITBANK WTW FILTERS REFURBISHMENT PHASE 1

Employer Tender Number: ELM 05/2024

Cidb Reference Number: 100092341

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS FOR THE WITBANK WTW FILTER REFUBISHMENT, WATER SCHEME SCADA & TELEMETRY SYSTEM PHASE 1

It is estimated that tenderers should have a cidb contractor grading of 7CE, or higher. 6CE Potentially Emerging Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers.

Preferences are offered to tenderers who have a grading of 7CE/6CE PE or higher.

Tender Documents will be available from [www.emalahleni.gov.za](http://www.emalahleni.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za)

Duly completed tenders enclosed in a sealed envelope marked "WITBANK WTW REFURBISHMENT, WATER SCHEME SCADA & TELEMETRY SYSTEM PHASE 1, BID NO. ELM 05/2024, CLOSING DATE: 27 MARCH 2024" with the name of the Tenderer, shall be deposited in the clearly marked tender box situated at Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, EMalahleni, 1035 before 11h00 on the closing date. The Tenders will thereafter be opened in public.

A non-compulsory virtual clarification meeting with representatives of the Employer will take place on Tuesday, 05 March 2024 starting at 10h00 via Microsoft Teams. Tenderers are required to register for attending the virtual briefing to be conducted by the Clients Representative by sending details (email address and representative name and surname) of the bidding entity to [thokoconsulting@gmail.com](mailto:thokoconsulting@gmail.com). A Microsoft Teams invite will be sent to the bidding entities registered not later than Monday, 04 March 2024 at 16:00.

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of ELM where 80 points will be allocated in respect of price and 20 points in respect of Specific goals.

No awards will be made to a person:

- Who is in the service of the state;
- If that person not a natural person, of which any director, Manager, principal shareholder or stakeholder is a person in the Service of the state and or;
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it.

Queries relating to the issues of these documents may be addressed to:

Ms Z. Moroku

Tel No. 0136906497

E-mail. [masangonz@emalahleni.gov.za](mailto:masangonz@emalahleni.gov.za)

or

Mr M.E Sedupane

Tel No. 0136906298

E-mail. sedupaneme@emalahleni.gov.za

Or

Thoko Consulting Engineers

Tel No. 0136586474

E-mail. Thokoconsulting@gmail.com

A clarification meeting with representatives of the Employer will take place at MICROSOFT TEAMS on 05 March 2024 starting at 10h00.

The closing time for receipt of Tenders is 11h00 on Wednesday, March 27, 2024.

Emailed and Late Tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivering, opening and assessment of Tenders are stated in the Tender Data.



## EMALAHLENI LOCAL MUNICIPALITY

### T1.2 Tender Data

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of Tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

#### The additional conditions of Tender are:

Clause number	Tender Data
F.1.1	The employer is: Name: <b>Emalahleni Local Municipality</b> Address: <b>P O Box 3, EMALAHLENI</b> Telephone: <b>(013) 690 6911</b> Fax: <b>(013) 690 6911</b>
F.1.2	The Tender documents issued by the employer comprise: T1.1 Tender notice and invitation to Tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules <b>Part 1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Occupational Health and Safety <b>Part 2: Special Conditions of Contract</b> C2.1 Special Conditions of Contract <b>Part 3: Scope of work</b> C3.1 Scope of work C3.2 Drawing Descriptions C3.3 Procurement C3.4 Construction C3.5 Management <b>Part 4: Project Specification</b> <b>Part 5: Drawings</b> <b>Part 6: Site information</b> <b>Part 7: Schedule of Quantities</b> C7.1 Preamble to Schedule of Quantities C7.2 Schedule of Quantities
F.1.4	The Employer's Agent is:  <b>THOKO CONSULTING ENGINEERS (PTY) LTD</b> <b>211A Smokey Mountain</b> <b>N4 Business Park</b> <b>Emalahleni</b> <b>1035</b> <b>Tel: (013) 658 6474</b> <b>Fax: (086) 513 9610</b>

F.2.1	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement 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.
F.2.1	<p>Only those Tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Tendered for a 7CE/6CE PE or higher class of constructionwork, are eligible to submit Tenders.</p> <p>Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 7CE/6CE PE or higher class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Tendered for a 7CE/6CE PE or higher class of construction work.</li> </ol>
F.2.1	<p>The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit Tenders:</p> <ol style="list-style-type: none"> <li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Tendered for a 7CE/6CE PE or higher class of construction work; and</li> <li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: <ol style="list-style-type: none"> <li>i) The Employer, following an interview with the management of the enterprise, is satisfied that the enterprise has the potential to develop and qualify to be registered in a higher contractor grading designation; and</li> <li>ii) The Department, following a risk assessment, is able to provide the necessary supportive measures required to enable the enterprise to successfully execute the contract.</li> </ol> </li> </ol> <p>Joint ventures are eligible to submit Tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the 7CE/6CE PE or higher class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Tendered for a 7CE/6CE PE or higher class of construction work.</li> </ol>
F.2.3	The tenderer is required to complete his/ her tender in full using a black ink. The tenderer is required to initial all pages of the tender document. Failure to complete the form of offer in full is an automatic disqualification. Other contraventions also constitute an incomplete tender and may result in the tender being disqualified.
F.2.7	<p>The arrangements for a compulsory clarification meeting is as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the Tendering entity. Addenda will be issued to and Tenders will be received only from those Tendering entities appearing on the attendance list.</p>
F.2.11	Do not make any alterations or additions to the tender documents, except to comply with the instructions issued by employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all alterations. Erasure and the use of masking fluid are prohibited.

F.2.12	<p>No alternative Tender offers will be considered</p> <p>If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative Tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount Tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.3	Parts of each Tender offer communicated on paper shall be submitted as original.
F.2.13.5	<p>The employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p> <p><b>Location of Tender box:</b> Tender Box  <b>Physical address:</b> Emalahleni Local Municipality, Emalahlini, 1035  <b>Postal address:</b> PO Box Box 31, Emalahleni, 1035</p> <p><b>IDENTIFICATION DETAILS: CONTRACT no: ELM 05/2024: WITBANK WTW FILTERS REFURBISHMENT PHASE 1</b></p>
F.2.13 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender. <b>(27/03/2024 at 11h00)</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.
F.2.16	The Tender offer validity period is <b>90 days</b>
F.2.18	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 requirements.
F.2.19	Access shall be provided for inspections, tests and analysis.

F.2.23	<p>The Tenderer is required to submit with his Tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of a <b>valid</b> Tax Clearance Certificate issued by the South African Revenue Services.</p> <p>Where a Tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such Tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
F.3.4	Tenders will be opened immediately after the closing time for Tenders at Municipal Offices, at Emalahleni Local Municipality, Emalahleni, 1035
	<p>The financial offer will be scored using the criteria as per MBD6.1 where the value of W<sub>1</sub> is:</p> <p>1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value less than R 50 000 000.</p> <p>Up to 100 minus W<sub>1</sub> Tender evaluation points will be awarded to Tenderers who complete the preference schedule and who are found to be eligible for the preference claimed.</p>
F.3.11	<p>A maximum of 100 minus W<sub>1</sub> Tender evaluation points will be awarded for the extent to which the Tendered Contract Participation Goal exceeds the specified minimum. The basis of award of preference points is:</p> $Np = \frac{(100 - W_1) \times (D - D_s)}{(X - D_s)}$ <p>where D = tendered Contract Participation Goal.  D<sub>s</sub> = the minimum Contract Participation Goal below which no preference will be granted, namely, .....%  X = the maximum Contract Participation Goal above which no further Tender evaluation points are awarded, namely.....%.</p>
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the Tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>the Tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ol> </li> <li>Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the Tender process.</li> <li>the Tenderer does not have arrears on municipal rates, levies exceeding 3 months and has a compliant CSD.</li> </ol>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.
F.3.19	The tenderer must attach the proof of updated municipal rates and taxes. If the tenderer resides in a non-rateable municipal area, they must attach an affidavit for the company and its directors.

## Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

The employer and each Tenderer submitting a Tender offer shall comply with these conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

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

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

#### F.1.5 The employer's right to accept or reject any Tender offer

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

### **F.2.2 Cost of Tender**

Accept that 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 satisfy requirements.

### **F.2.3 Check documents**

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

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

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

Attend a **none compulsory 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.

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

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

## **F.2.10 Pricing the Tender offer**

- F.2.10.1** Include in the rates, prices, and the Tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful Tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the Tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the Tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the Tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **F.2.11 Alterations to documents**

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

## **F.2.12 Alternative Tender offers**

- F.2.12.1** Submit alternative Tender offers only if a main Tender offer, strictly in accordance with all the requirements of the Tender documents, is also submitted. The alternative Tender offer is to be submitted with the main Tender offer together with a schedule that compares the requirements of the Tender documents with the alternative requirements the Tenderer proposes.
- F.2.12.2** Accept that an alternative Tender offer may be based only on the criteria stated in the Tender data or criteria otherwise acceptable to the employer.

## **F.2.13 Submitting a Tender offer**

- F.2.13.1** Submit a Tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the Tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the Tender offer communicated on paper as an original plus the number of copies stated in the Tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the Tender offer where required in terms of the Tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner, whom the employer shall hold liable for the purpose of the Tender offer.
- F.2.13.5** Seal the original and each copy of the Tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the Tender data, place and seal the returnable documents listed in the Tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Tender data, as well as the Tenderer's name and contact address.

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

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

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

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

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

**F.2.18 Provide other material**

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

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

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

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

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

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

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

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

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

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

### **F.2.23 Certificates**

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

## **F.3 The employer's undertakings**

### **F.3.1 Respond to clarification**

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

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late Tender offers**

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

### **F.3.4 Opening of Tender submissions**

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

**F.3.4.2** Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, for the main Tender offer only.

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

### **F.3.5 Two-envelope system**

A two-envelope procedure will not be followed in this contract.

### **F.3.6 Non-disclosure**

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

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

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

### **F.3.9 Arithmetical errors**

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

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

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

### **F.3.10 Clarification of a Tender offer**

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

### F.3.11 Evaluation of Tender offers

#### F3.11.1 General

##### Step 1

Tenderers will firstly be evaluated on their responsiveness, and this includes the following:

1. CSD Registration Report
2. Authority of Signatory
3. JV agreement in case of a Joint Venture
4. Signing of all MBD forms
5. Signing of Form of Offer
6. BOQ filled in using a black pen
7. Municipal Rates and Taxes
8. Alterations signed
9. CIDB grading
10. A Detailed list of returnable documents as indicated on T2.1

##### Step 2

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003. Tenderers will firstly be evaluated on Functionality. The minimum Score for functionality is 60%.

Only the qualifying Tenderers will be evaluated on Method 2. The following is the criteria that the Tenderers will be evaluated for Functionality:

#### FUNCTIONALITY COMPETENCE ACHIEVEMENT SCHEDULES

**TABLE A1: REPUTATION AND REFERENCES**

	TARGETED GOALS Name reference with contact details	TENDERED GOAL	ALLOCATED POINTS
1	Project of similar scope (Water Projects) with minimum value R10 M to R15m	10	
2	Project of similar scope (Water Projects) with minimum value R15m to R20m	20	
3	Project of similar scope (Water Projects) with minimum value R20 mand above.	40	
	<b>SUB-TOTAL: Reputation and References</b>	<b>40</b>	

**N.B: TENDERERS TO SUBMIT NAMES COMPLETE WITH VALID CONTACT DETAILS. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.**

**TABLE A2: EXPERIENCE**

	TARGETED GOALS	YEARS BREAKDOWN	TENDERED POINTS	ALLOCATED POINTS
1	Contract Manager years of experience in WaterProjects construction or related.	1-2	3.5	
		2-4	7.5	
		5 upwards	10	
	<b>Sub-Total</b>		<b>10</b>	
2	Site agent years of experience in construction of Water Projects .	1-2	3.5	
		2-4	7.5	
		5 upwards	10	
	<b>Sub-Total</b>		<b>10</b>	
	<b>TOTAL: Experience</b>		<b>20</b>	

**N.B: TENDERERS TO SUBMIT PROOF (CV WITH REFERENCES INCLUDING QUALIFICATIONS & IDENTIFICATION DOCUMENTATION). NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.**

**TABLE A3: ACADEMIC QUALIFICATIONS**

	<b>TARGETED GOALS</b>	<b>TENDERED GOAL</b>	<b>ALLOCATED POINTS</b>
1	No formal education in construction and LIC NQF Level 5	0	
2	Diploma in Civil Engineering or Equivalent and LIC NQF Level 5	15	
3	NQF 7 - Degree in Civil Engineering or Equivalent and LIC NQF 5	20	
	<b>TOTAL: Academic Qualifications</b>	<b>20</b>	

**N.B: TENDERERS TO SUBMIT QUALIFICATIONS, CERTIFICATES & IDENTIFICATION DOCUMENT OF SITE AGENT. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.**

**TABLE A4: PLANT AND EQUIPMENT**

	<b>TARGETED GOALS</b>	<b>TENDERED GOAL</b>	<b>ALLOCATED POINTS</b>
1	1 TLB	5	
2	1 20-ton Excavator	5	
3	1 Tipper trucks	5	
4	1 Water truck (10000lt)	5	
	<b>SUB-TOTAL: Plant and Equipment</b>	<b>20</b>	

**N.B: TENDERERS TO SUBMIT VEHICLE/EQUIPMENT PROOF OF OWNERSHIP OR LEASE AGREEMENT OR LETTER OF INTENT TO LEASE. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.**

**THE MINIMUM SCORE FOR FUNCTIONALITY IS 60%**

### **Step 3**

Price. Reduce each responsive Tender offer to a comparative offer and evaluate it using the Tender evaluation method that is indicated in the Tender Data and described below:

Method 2: Financial offer, and Preferences	1) Score Tender evaluation points for financial offer.
	2) Confirm that Tenderers are eligible for the preferences claimed, and if so, score Tender evaluation points for preferencing.
	3) Calculate total Tender evaluation points.
	4) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	5) Recommend Tenderers with the highest number of Tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

#### **F.3.11.2 Scoring Financial Offers**

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

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

$N_{FO}$  = the number of Tender evaluation points awarded for the financial offer.

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

$A$  = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$

where:

$P_m$  = the comparative offer of the most favourable Tender offer.

$P$  = the comparative offer of Tender offer under consideration.

#### **F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

#### **F.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 conditions of contract identified in the contract data, require the employer to provide.

#### **F.3.13 Acceptance of Tender offer**

**F.3.13.1** Accept Tender offer only if the Tenderer satisfies the legal requirements stated in the Tender Data.

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

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

After the successful Tenderer has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

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

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

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

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

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

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

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

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

Provide to the successful 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.



## EMALAHLENI LOCAL MUNICIPALITY

### T2.1 List of Returnable Documents

Administrative Requirements	Tick if completed
Certificate of Authority for Joint Venture	
Compliant CSD Registration/CSD Summary Report	
Initial All Pages	
Joint Venture Agreement	
Mandatory Requirements	Tick if Completed
Declaration of Bidder's Past Supply Chain Management Practices (MBD8) ( <i>Compulsory</i> )	
Certificate of Independent Tender Determination (MBD 9) ( <i>Compulsory</i> )	
Declaration of Interest (MBD4) ( <i>Compulsory</i> )	
Form of offer to be properly signed ( <i>Compulsory</i> )	
CIDB Grading 7CE/6CE PE or higher ( <i>Compulsory</i> )	
Letter of Good Standing (COIDA) ( <i>Compulsory</i> )	
MBD 5 (Required for evaluation) Documentation if Tender Exceeds R10 million ( <i>Compulsory</i> if Applicable) -If bidder is required by law to prepare AFS for Auditing, the AFS for the past three years or since the establishment if establishment during the past three years - A certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a Municipality or other service provider in respect of which payment is overdue for more than 30 days, in accordance with regulation 21 (d) (ii).	
Preference Points Claim form in Terms of the Preferential Procurement Regulations 2022 MBD 6.1	
The Estimated value of this project is estimated to be less than R10 million, bidders will be required to submit the following documentations:  Municipal rates ( <i>Compulsory</i> ) - proof of municipal rates for both Directors and Company not in arrears for more than 90 days in accordance with regulation 38, or proof of lease agreement including rates for landlord. In case where the Company or Director is from rural areas where the rates are not paid, please attach proof from Local Authority indicating that he/she does not pay municipal rates, this must also be supported by an affidavit from SAPS.	
Schedule 1A: Compulsory Enterprise Questionnaire ( <i>Compulsory</i> )	
Schedule 1B: Authority for Signatory	

#### Note:

The meaning of the cursive type for each Form is as follows:

- **Compulsory:** Documentation or Information that may be submitted with the tender (Failing to submit any one of these will result in the tender being deemed non-responsive and the be rejected).
- **Required for evaluation:** Additional documentation is required to be submitted with the tender will be used as part: -  
Of the tender evaluation: (Non-submission does not qualify for outright dismissal as non-responsive tender, although  
It might contribute to an overall recommendation for deemed being non-responsive if the tender constitutes under risk to the Municipality).

## Record of Addenda to Tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**EXAMPLE FOR USE BY THE TENDERER WHEN COMPILING THE AUTHORITY CERTIFICATE**

**Certificate of Authority for Power of Attorney  
(TO BE PRINTED ON COMPANY’S LETTER HEAD)**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must use the formats to complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>				

**A. Certificate for company (Example Only)**

I....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20..., Mr/Mrs..... acting in the capacity of....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

**B. Certificate of partnership (Example only)**

We, the undersigned, being the key partners in the business trading as .....

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture (Example Only)**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract..... and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor (Example Only)**

I,....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

**E. Certificate for Close Corporation (Example Only)**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of ....., to sign all documents in connection with the tender for Contract... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate are only Examples. Tendering Entities are requested to submit in their own company letter heads.

## Schedule of Proposed Subcontractors

		<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract.          If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p>		
	Name and address of proposed Subcontractor	Nature and extent of work	CIDB grading of the Subcontractor	Previous experience with Subcontractor.
1.				
2.				
3.				
4.				
5.				
Signed			Date	
Name			Position	
Tenderer				

## Schedule of Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**N.B: Tenderers to submit certified proof of ownership from the relevant Authority. If hiring, proof of certified ownership documents from the plant hire to be submitted with the tender.**

## Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed by myself/ourselves:			
Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed
Signed		Date	
Name		Position	
Tenderer			

**N.B: Evaluation will be based on the first four projects only. Certificates of practical completion for completed projects. Appointment letters for projects not completed.**

## Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the Tender documents in this Returnable Schedule. Alternatively, a Tenderer may state such deviations and qualifications in a covering letter to his Tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

## Schedule of Personnel and Employees

The Tenderer shall state below the number of Personnel and Employees to be employed on the Works.

PERSONNEL AND EMPLOYEES	TENDER		TENDER	
	FULL TIME	PART TIME	FULL TIME	PART TIME
1. Technical staff				
2. Clerical staff				
3. Artisans				
4. Semi-skilled				
5. Unskilled labour				
Total				

**State the name, qualifications (Certified proof not older than three months) and experience of proposed Site agent:**

Date: .....

SIGNATURE OF TENDERER: .....



**Signatories Authority (Power of Attorney)**

**1. INFORMATION TO BE PROVIDED**

**1.1 If the Tenderer is a COMPANY**

- (a) Affix a certificate copy of the Certificate of Incorporation to this page.
- (b) Affix a copy of the relevant resolution of the Board of Directors, duly signed and dated
- (c) List the Directors

.....  
.....

**1.2 If the Tenderer is a CLOSE CORPORATION**

- (a) Affix a certificate copy of the Founding Statement to this page
- (b) Affix a copy of the relevant resolution of the Members, duly signed and dated
- (c) List the Members

.....  
.....

**1.3 If the Tenderer is a PARTNERSHIP**

- (a) Affix a copy of the relevant resolution on the Partners, duly signed and dated
- (b) List the Partners

.....  
.....

**1.2 If the Tenderer is a ONE-MAN-CONCERN.**

Provided the full name, identity number and qualifications of the person

.....

**1.3 If the Tenderer is a JOINT VENTURE**

- a) Affix a copy of the original document of information defining the conditions under which the joint venture will function, its period of duration and the participating persons, companies and/or firms
- b) Affix a certificate signed for or on behalf of each participating person, company and/or firm authorizing the person who signed the tender to do so.

**1.4 If the Tenderer is a CONCERN OTHER than these listed above**

Provide full details of the CONCERN submitting the tender:

.....

## Site Inspection Certificate

This is to certify that I,

.....

representing and duly authorized by (Tenderer) .....

.....

attended the site inspection on

.....

Having prior to this site visit carefully examined the tender document, technical information and drawings supplied, I confirm that I was given unrestricted access to inspect those sections of the Site necessary for the execution of the Works.

I further confirm that I am completely satisfied with the scope of work as explained by the Engineer; and am fully aware of all Site conditions and regulations of whatsoever nature that could influence the preparation of our tender.

I therefore append my signature below in agreement that we will not institute any claim against the Employer after submission of our tender based on lack of knowledge of site conditions or regulations appertaining to the execution of this Contract.

\_\_\_\_\_  
Signature of Tenderer's Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Engineer's Representative

\_\_\_\_\_  
Date

**NB: THE PERSON WHO ATTENDED THE BRIEFING SESSION TO SIGN ON THIS PAGE, INFORMATION TO BE THE SAME AS THE ONE ON THE ATTENDANCE REGISTER. ANY DEVIATION WILL LEAD TO DISQUALIFICATION.**

**COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND  
CONSTRUCTION REGULATIONS, 2014**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in the Employer terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

**PART A: INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY.</b>					
BID NUMBER:	ELM 05/2024	CLOSING DATE:	27 MARCH 2024	CLOSING TIME:	11:00
DESCRIPTION	WITBANK WTW FILTERS REFURBISHMENT PHASE 1				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED  
IN THE BID BOX SITUATED AT (STREET ADDRESS

<b>EMALAHLENI LOCAL MUNICIPALITY</b>
<b>CIVIC CENTRE, 29 MANDELA STREET, EMALAHLENI, 1035</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	SCM	CONTACT PERSON	M.E Sedupane
CONTACT PERSON	MS ZINHLE MOROKU	TELEPHONE NUMBER	(013) 690 6298
TELEPHONE NUMBER	(013) 690 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	<a href="mailto:sedupaneme@emalahleni.gov.za">sedupaneme@emalahleni.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:masangonz@emalahleni.gov.za">masangonz@emalahleni.gov.za</a>		

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**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: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement Tenderers are required to complete in full the attached 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 Tenderers / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer 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 Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tenders 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](http://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](http://www.sars.gov.za).



### Application for a Tax Clearance Certificate

#### Purpose

Select the applicable option .....Tenders  Good standing

If "Good standing", please state the purpose of this application

Two empty text input boxes for stating the purpose of the application.

#### Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no  Company/Close Corp. registered no

Income Tax ref no  PAYE ref no

VAT registration no  SDL ref no

Customs code  UIF ref no

Telephone no  -  Fax no  -

E-mail address

Physical address

Postal address

#### Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no  Income Tax ref no

Telephone no  -  Fax no  -

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>					
<input type="text"/>					
<input type="text"/>					

**Audit**

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

CCYY-MM-DD

Signature of representative/agent Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

CCYY-MM-DD

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Tenderer.....	Tender Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR..... DAYS FROM THE CLOSING DATE OF TENDER.

ITEM NO.	QUANTITY	DESCRIPTION	TENDER PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	*Delivery:		Firm/Not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the Tender price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## DECLARATION OF INTEREST (MBD4)

**1. No bid will be accepted from persons in the service of the state<sup>1</sup>.**

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/adjudging 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, shareholder<sup>2</sup>): .....

3.4 Company Registration Number: .....

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: .....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

a) a member of –

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

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

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

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

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

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

<sup>2</sup> 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.

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 director's trustees, managers, principle shareholders or stakeholders 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, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars: .....

.....

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER


**DECLARATION**

I, the undersigned (name): ..... certify that the information furnished is correct. I accept that the state may act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), Tenderers must complete the following questionnaire:

- 1 Are you by law required to prepare annual financial statements for auditing?
- 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. **YES / NO**

.....  
.....

- 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?
- 2.1 If no, this serves to certify that the Tenderer 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, **\*YES / NO** 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?

- 4.1 If yes, furnish particulars
- .....  
.....

\* Delete if not applicable

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

## PREFERENCE SCHEDULE (MBD 6.1)

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals

**NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); **AND**

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 System shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) Specific goals in terms of the Preferential Procurement Regulations 2022

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

f1.4 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

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. DEFINITIONS

2.1 “**black people**” is a generic term which means Africans, Coloureds and Indians;

2.2 “**broad-based black economic empowerment**” means the economic empowerment of all black people including women, workers, youth, people with disabilities and people living in rural areas through diverse but integrated socio-economic strategies that include. but are not limited to:

- increasing the number of black people that manage, own and control enterprises and productive assets; facilitating ownership and management of enterprises and productive assets by communities, workers, cooperatives and other collective enterprises;

- human resource and skills development;
- achieving equitable representation in all occupational categories and levels in the workforce;
- preferential procurement; and
- investment in enterprises that are owned or managed by black people;

2.3 **“Designated group”** means Black designated groups; Black people; Women; People with disabilities; or Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

2.4 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.5 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen:

- who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa Act 110 of 1983 or the Constitution of the Republic of South Africa Act 200 of 1993 (“the Interim Constitution”); and / or
- who is a female; and / or
- who has a disability;

Provided that a person who obtained South Africa citizenship on or after the coming into effect of the Interim Constitution is deemed not to be an HDI.

2.6 **“Locality”** means a business enterprise located within the boundaries of Nkangala District Municipality to score points for locality.

2.7 **“Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994”** means in terms of Section 2(1) of the PPPFA of 2000 an organ of state must implement the programmes of the RDP and provide for points to be awarded for specific goals. In particular, some of the RDP goals that need to be considered in developing the Preferential Procurement policies include:

- Previously Disadvantaged Individuals;
- Women;
- Disabled Persons;
- Youth; and
- Local Labour.

2.7 **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

2.8 **“Targeted Enterprises”** means those enterprises (suppliers, manufacturers, service providers or construction works contractors) that own, operate or maintain premises within the target area defined in the contract, for the purposes of carrying out their normal business operations.

2.79 **“Targeted Labour”** means those individuals employed by a contractor, or sub-contractor, in the performance of a contract, who are defined in the contract as the target group, and who permanently reside in the defined target area.

- 2.10 **“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;
- 2.11 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.12 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 2.13 **“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
- 2.14 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- 2.15 **“Women equity”** means an organisation or company which has at least twenty five percent of women ownership.
- 2.16 **“Youth”** means persons between the ages of 14 and 35.

### 3. FORMULAE FOR PROCUREMENT

#### 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:

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

Where

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

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.**

Item no.	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)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
5.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
<b>The Municipality will utilize the CSD report for the above-mentioned information.</b>			

**DECLARATION WITH REGARD TO COMPANY/FIRM**

- 4.3. Name of company/firm.....
- 4.4. Company registration number: .....
- 4.5. TYPE OF COMPANY/ FIRM
  - Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....



**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached Tendering documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the tender.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Tendering documents, viz
    - Invitation to tender;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of Tenderer’s past SCM practices;
    - Certificate of Independent Tender Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my Tender; that the price(s) and rate(s) quoted cover all the services specified in the Tendering documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any Tenderer or any other person regarding this or any other tender.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
<b>1</b>	.....
<b>2</b>	.....
<b>DATE:</b>	.....

**CONTRACT FORM - RENDERING OF SERVICES**  
**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your tender under reference number .....dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Tendering Document must form part of all tenders 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 tender of any Tenderer may be rejected if that Tenderer, 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 tender.**

Item	Question	Yes	No
4.1	<p>Is the Tenderer 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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Tenderer 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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer 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?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

- 1 This Municipal Tendering Document (MBD) must form part of all tenders<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or tender rigging).<sup>2</sup> Collusive Tendering 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 tender of any Tenderer if that Tenderer 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 Tendering 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 tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

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

<sup>2</sup> Tender rigging (or collusive Tendering) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying tender:

---

(Tender Number and Description)

in response to the invitation for the tender made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
 (Name of Tenderer)

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

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 tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) Tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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 Tenderer**

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

## FORM A16: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise** .....

**Section 2: VAT registration number, if any:** .....

..

**Section 3: CIDB registration number, if any:** .....

..

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record 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	an employee of any provincial department ational or provincial public entity or constitutiona institution within the meaning of the Public Financ Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of an national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincia legislature
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	

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months 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	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
---	---

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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

SIGNED ON BEHALF OF THE TENDERER: .....

**EMALAHLENI LOCAL MUNICIPALITY**

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

**Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT No. ELM 05/2024 WITBANK WTW FILTERS REFURBISHMENT PHASE 1**

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

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

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

..... Rand (in words);

R ..... (in figures)

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

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

Name .....

Capacity .....

**for the Tenderer**

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

Name and signature of witness .....

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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

Name .....

Capacity .....

**for the  
Employer** EMALAHLENI LOCAL MUNICIPALITY  
Private Bag X8611  
GROBLERSDAL  
0470

Name and  
signature  
of witness .....

Date .....

.....

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....
- .....
- .....

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

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

**Please include the following requirement in 73.13.1**

1. Replace Valid Tax Clearance Certificate with Valid Tax Clearance Certificate or Pin issued by the South African Revenue Services
2. Municipal Rates of directors not in arrears for more than three months or lease agreement in the name of the company.
3. Documentation if tender exceeds **R10m** (Compulsory if applicable)

If the Tenderer is required by law to prepare **AFS** (Annual Financial Statements) for auditing, the AFS for the past three years or since the establishment if established during the past three years.

4. Municipal Rates of the company not in arrears for more than 30 days
5. Form of Offer properly signed
6. Letter of Good Standing (**COIDA**)
7. Attach certificate of Attendance or Briefing Session Attendance Register signed
8. Required to Declare Interest
9. Certificate of Independent Tender Determination
10. Declaration of Tenderer's Past Supply Chain Management Practices.

**N.B.: All MBD forms must be included in the tender document.**



## EMALAHLENI LOCAL MUNICIPALITY

### C1.2 Contract Data

The General Conditions of Contract for Construction Works, Third Edition, Second print, (2015) published by the South African Institution of Civil Engineering, are applicable to this contract and forms Volume 1 of the Contract Document. Volume 2 is the Contract Drawings Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering from [www.saice.org.za](http://www.saice.org.za).

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

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

	<p><b>The additional clauses to the General Conditions of Contract are:</b></p> <p><b>Payment for the labour-intensive component of the works</b></p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><b>Linkage of payment for labour-intensive component of works to submission of project data</b></p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer.</p> <p><b>Applicable labour laws</b></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>
Tender Document	- Witbank WTW Filters Refurbishment

## **1 Introduction**

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

2.2 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 a SPWP;
- (c) "worker" means any person working in an elementary occupation on a SPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

## **2 Terms of Work**

2.1 Workers on a SPWP 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 a SPWP.

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

## **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
- (b) on more than five days in any week; and
- (c) 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.

## **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 -

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date -
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) if agreed to between employer and worker; or
- (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

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

## **12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment -
- (a) the employer's name and address and the name of the SPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the SPWP.
- 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 -
- (a) the worker's name and position;
  - (b) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (c) in the case of a time-rated worker, the time worked by the worker;
  - (d) payments made to each worker.
- 13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

## **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 -
- (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing -
- (a) the period for which payment is made;
  - (b) the numbers of tasks completed or hours worked;
  - (c) the worker's earnings;
  - (d) any money deducted from the payment;
  - (e) the actual amount paid to the worker.
- 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 -

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (f) pay the employer or any other person for having been employed.

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

## **17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 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 -
- (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the SPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the SPWP;
  - (f) the period for which the worker worked on the SPWP;
  - (g) any other information agreed on by the employer and worker.

## Part 1: Contract Data completed by the Employer

Clause	
1.1.1.13	The Defects Liability Period is 12 calendar months (365 days) after completion date.
1.1.1.14	The time for achieving Practical Completion is a maximum of 150 days (5 months) after commencement date
1.1.5	Clause 1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.15	The name of the Employer is the Emalahleni Local Municipality.
1.2.1.2	The Employer is:  Name: Emalahleni Local Municipality Address: Private Bag X8611, GROBLERSDAL, 0470 Telephone: (013) 262 7300 Fax: (013) 262 3688
1.1.16	The person representing the Employer's Agent is Mr P S Thokwane (Project Leader)
1.2.1.2	The Employer's Agent address for receipt of communication is:  THOKO CONSULTING ENGINEERS (PTY) LTD 211A Smokey Mountain N4 Business Park Emalahleni 1035 Tel: (013) 658 6474 Fax: (086) 513 9010
1.1.1.26	The Pricing Strategy is Re-measurement Contract.
5.3.1	The documentation required before commencement with works execution are: 1. Health and Safety Plan 2. Initial Programme 3. Security 4. Insurance 5. Cash flow projection
5.3.2	The time to submit the documentation required before commencement with works execution is <b>14 days</b> .
5.8.1	The special non-working days are: 1. Public holidays and 2. the days on which the contractor grants the majority of his permanent workforce leave around the 15 <sup>th</sup> December and the first Monday of the subsequent year.
5.13.1	The penalty for failing to complete the Works is <b>R 3000.00 per day including VAT</b> .
5.16.3	The latent defect period is <b>Ten (10) years</b>
6.5.1.2.3	The percentage allowance to cover overhead charges is <b>10%</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>
6.10.3	<b>A Retention Money Guarantee is permitted and required. A penalty will be applied for non-delivery of the Retention Money Guarantee as required. The penalty will be 10% of the value of the completion Retention Money Amount per calendar month for late delivery of the said Retention Money Guarantee.</b>
8.6.1.1.2	The Value of Plant and material supplied by the Employer to be included in the insurance sum is <b>R0.00</b>
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss included in the insurance sum is Nil.
8.6.1.3	The limit of indemnity for liability insurance is equal to the contract amount.
10.5.3	The number of adjudication Board Members to be appointed is <b>Three (3)</b>

3.2.3	The Employer's Agent is required in terms of his appointment with the employer to obtain the following specific approvals from the employer e.g.;
	<ol style="list-style-type: none"> <li>1. Approval of extension of time;</li> <li>2. Approval of additional costs;</li> <li>3. Approval of variation orders;</li> <li>4. Approval of penalties;</li> </ol>
3.2.3	The Employer's Agent is required to obtain the specific approval from the Employer before executing any of the following functions or duties:
	<ol style="list-style-type: none"> <li>1. Nominating the Employer's Agent Representative in terms of Clause 3.2.1.</li> <li>2. Delegation of Employer's Agent authority in terms of Clause 3.2.4.</li> <li>3. Providing consent for subcontracting part of the contract in terms of Clause 4.4.3.</li> <li>4. The issuing of further drawings or instructions in terms of Clause 5.9.1.</li> <li>5. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.1.</li> <li>6. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.3.</li> <li>7. The issuing of a variation order in terms of Clause 6.3.1.</li> <li>8. Issuing of instructions to carry out work on a day work basis in terms of Clause 6.5.</li> <li>9. Granting permission to work during non-working times in terms of Clause 38.1.</li> <li>10. Suspend the progress of the works in terms of Clause 5.11.1</li> <li>11. The issuing of an instruction to accelerate progress in terms of Clause 5.7.3.</li> <li>12. The reduction of a penalty for delay in terms of Clause 5.13.2.</li> <li>13. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.2.</li> <li>14. The giving of a ruling on a contractor's claim in terms of Clause 10.1.5.</li> <li>15. The agreeing of an extension to the 28 period in terms of Clause 10.1.5.</li> <li>16. The inclusion of credits in the next payment certificate in terms of Clause 5.12.3.</li> </ol>
5.3.1	The time to deliver the Form of Guarantee within 14 day.
	The Form of Guarantee is to contain the wording of the document included in C1.3 or as supplied by the Employer.
	The liability for the guarantee shall be for <b>10% of the Contract Price.</b>
8.6.1.1	The amount to be included in the sum insured to cover the value of the Contract Price.
8.6.1.2	The Contractor must provide <b>ALL RISK</b> insurance within 14 days of the Commencement Date.
6.8.2	Contract Price Adjustment: is not applicable
6.10.3	The percentage retention on amounts due to the Contractor is <b>10% of the Contract Sum.</b>
6.10.1	Minimum amount of interim payment certificate is <b>R 200 000.00</b>
10.5.1	Dispute resolution is to be by means of adjudication
10.7.1	Disputes are to be referred for final settlement to arbitration.

## Part 2: Data provided by the Contractor

Clause																											
1.1.1.9	The contractor is .....																										
1.2.1.2	The contractor's address for receipt of communication is:  Telephone: .....  Mobile phone: .....  Facsimile: .....  e-mail: .....  Address: ..... ..... ..... .....																										
1.1.1.14	The time for achieving Practical Completion shall be five (5) months from the date of commencement																										
6.2.1	<table border="1"> <thead> <tr> <th>Type of Security</th> <th>Contractor's Choice. Indicate "Yes or No"</th> </tr> </thead> <tbody> <tr> <td><i>(The Value Added Tax is included in the Contract Sum and is the Value of the Works for Calculating the percentage)</i></td> <td></td> </tr> <tr> <td>Cash deposits of 10 % of the contract Sum.</td> <td></td> </tr> <tr> <td>Performance guarantee of 10 % of the contract Sum.</td> <td></td> </tr> <tr> <td>Retention of 10% of the value of the works</td> <td></td> </tr> <tr> <td>Cash Deposits of 10 of the contract Sum plus retention of 10 % of the value of the works</td> <td></td> </tr> <tr> <td>Performance guarantee of 10 % of the contract Sum plus retention of 10% of the value of the works</td> <td></td> </tr> </tbody> </table>	Type of Security	Contractor's Choice. Indicate "Yes or No"	<i>(The Value Added Tax is included in the Contract Sum and is the Value of the Works for Calculating the percentage)</i>		Cash deposits of 10 % of the contract Sum.		Performance guarantee of 10 % of the contract Sum.		Retention of 10% of the value of the works		Cash Deposits of 10 of the contract Sum plus retention of 10 % of the value of the works		Performance guarantee of 10 % of the contract Sum plus retention of 10% of the value of the works													
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6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is..... %.																										
6.8.3	<p>The variation in cost of special materials is:</p> <table border="1"> <thead> <tr> <th rowspan="2">Special material</th> <th colspan="2">Unit on which variation will be determined</th> <th rowspan="2">Price for base month ex-factory, excluding transport, labour or any other costs.</th> </tr> <tr> <th>Containers</th> <th>Delivered in bulk</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>*State unit in appropriate column</p>	Special material	Unit on which variation will be determined		Price for base month ex-factory, excluding transport, labour or any other costs.	Containers	Delivered in bulk																				
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	Containers	Delivered in bulk																									

# EMALAHLENI LOCAL MUNICIPALITY

## C1.3 Form of Guarantee

Contract No. ELM 05/2024

WHEREAS EMALAHLENI LOCAL MUNICIPALITY (hereinafter referred to as the Employer”) entered into, a Contract with:

.....  
(hereinafter called “the Contactor”) on the ..... day of ..... 20.....,

for the construction of:

### **WITBANK WTW FILTERS REFURBISHMENT PHASE 1**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and execution for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total hereunder shall not exceed the Guaranteed Sum of ..... liability ..... Rand (in words); R . . . . . (in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....

.....  
.....

As witnesses:

1 .....

2 .....



## EMALAHLENI LOCAL MUNICIPALITY

### C1.4 Occupational Health and Safety

#### **AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT IS made at .....

on the ..... day of ..... in the year .....

Between EMALAHLENI LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part, herein represented by .....

In his capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and .....

(hereinafter called "the Mandatory") of the other part, herein represented by .....

.....  
in his capacity as .....

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz **WITBANK WTW FILTERS REFURBISHMENT PHASE 1 CONTRACT No. ELM 05/2024**

and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
  - (a) the date of the Final Certificate issued in terms of the GCC, as contained in Volume 1 of the Contract Documents pertaining to this Contract, or
  - (b) The date of termination of the Contract in terms of the GCC.

- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of Employers to their employees
    - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
    - (iii) Section 37 : Acts or omissions by employees or mandataries
    - (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of the GCC (as amended by Special Condition of Contract contained in the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
  - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
  - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER : .....

Witness	.....	Witness	.....
(Name)	.....	(Name)	.....
(Print)	.....	(Print)	.....

SIGNED FOR AND ON BEHALF OF THE MANDATORY : .....

Witness	.....	Witness	.....
(Name)	.....	(Name)	.....
(Print)	.....	(Print)	.....

**ANNEXURE A**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on ..... 20..... ,

Mr//Ms ..... whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of .....

.....

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

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals): ..... NAME : .....



## EMALAHLENI LOCAL MUNICIPALITY

### C2.1 Special Conditions of Contract

The following special conditions of contract, which include amendments to, omissions of or additions to certain clauses of the "General Conditions of Contract for Construction Works, Third Edition, Second print (2015)", shall be applicable to the works. In the case of conflict with the mentioned general conditions of contract, these special conditions of contract shall be binding and applicable to the contract.

Each clause with the prefix SCC shall refer to the concurrent clause in the general conditions of contract. Such clause shall substitute, supplement or amend the clause with the same number in the general conditions of contract. Where there is no such concurrent clause in the general conditions of contract the SCC clause shall be numbered as a new clause in the special conditions of contract.

#### SCC 1.1 DEFINITIONS

##### SCC 1.1.1.15 EMPLOYER

Add the following to GCC 1.1.1.15:

The employer is the **Emalahleni Local Municipality**, and includes any persons appointed by the Employer. The official address is:

Emalahleni Local Municipality  
P O Box 3  
EMALAHLENI  
1035  
Tel: (013) 690 6911

##### SCC 1.1.1.16 EMPLOYERS AGENT

Add the following to GCC 1.1.1.16:

The Employers Agent means **Thoko Consulting Engineers (Pty)Ltd**, and includes any persons appointed by the Employers Agent. The official address is:

Thoko Consulting Engineers (Pty) Ltd  
211A Smokey Mountain  
N4 Business Park  
EMALAHLENI  
1035  
Tel: (013) 658 6474  
Fax: (086) 513 9610

## **SCC 2.4      **AMBIGUITY OR DISCREPANCY****

Add the following clause to GCC 2.4:

2.4.3    The several documents forming the contract shall rank in the following order of precedence:

- a) contract agreement;
- b) tender form;
- c) special conditions of contract;
- d) project specifications;
- e) general conditions of contract;
- f) drawings;
- g) standardised specifications (SANS 1200) and particular specifications;
- h) schedule of quantities and summary;
- i) statutory regulations and requirements;
- j) standard SANS specifications (not SANS 1200);
- k) other standard specifications.

If the requirements of any part of the tender document contradict any other part, the document in the highest position on the above order of precedence, shall have preference and apply.

## **SCC 4.3      **LEGAL PROVISIONS****

### **SCC 4.3.1    **COMPLIANCE WITH APPLICABLE LAWS****

The Contractor shall be conversant with all the requirements, regulations, and standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as "the Act" and undertakes to execute all the works forming part of this Contract and to operate and utilise all machinery, plant, and equipment in accordance with the Act.

The Contractor shall, from the commencement date of the Contract up to completion or termination thereof, be the Employer's mandatory regarding occupational health and safety for all activities on the site but without derogating from his status in his own right as an employer or a user in accordance with the Act.

The Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.

The Contractor shall, when called upon to do so, enter into and execute an Agreement, as provided for under Section 37(2) of the Act, with the Employer. The Agreement in the relevant form shall be prepared at the expense of the Employer.

## **SCC 4.10     **CONTRACTOR'S EMPLOYEES****

### **SCC 4.10.1   **ENGAGEMENT OF EMPLOYEES****

Add the following to clause 4.10.1:

In the event that the Contractor does not pay local labour or any outside agency employed on a monthly basis, the Employer has the automatic right to deduct such wages from the Contractor's next payment certificate. This will be deducted from either monies due to the Contractor or from retention already retained on the project. Payments to the local labour or outside agency will be made by cession.

**SCC 5.5 TIME FOR PRACTICAL COMPLETION**

**SCC 5.5.2 BUILDER'S HOLIDAYS**

The time for achieving practical completion shall exclude the period of builder's holidays from [15 December 2023](#) till [08 January 2024](#) (both days inclusive), as well as other special non-working days and public holidays.

**SCC 5.6 PROGRAMME**

**SCC 5.6.1 PROGRAMME OF THE WORKS**

Add the following to GCC 5.6.1

The critical path of the works shall also be stipulated clearly in the programme.

**SCC 5.9 INSTRUCTIONS**

**SCC 5.9.1 DRAWINGS AND INSTRUCTIONS**

Add the following to GCC 5.9.1

The Contractor is entitled to three (3) free sets of paper plans for normal use and one (1) free set of paper plans on which to enter "as built" information. He shall also be supplied with one (1) free copy of the contract document. These drawings and contract document shall be issued to the Contractor, at the time of commencement of the contract, by the Employer's Agent.

**SCC 5.9.7 EMPLOYER'S AGENT TO APPROVE CONTRACTOR'S DESIGNS AND DRAWINGS**

Add the following to GCC 5.9.7:

Although the Employer's Agent may approve plans and designs of the Contractor, this does not exempt the Contractor from his responsibility. The professional responsibility for such designs shall be that of the Contractor and his engineer.

**SCC 5.11 SUSPENSION OF THE WORKS**

**SCC 5.11.7 CONSTRUCTION PROGRAMME**

Add the following clause to GCC 5.11:

No payment shall be made for costs incurred by recompiling a construction programme. In the case of suspension of work, either for a change in sequence or as a result of GCC 5.11.2 to 5.11.3, no payment shall be made for such costs resulting from this.

**SCC 5.12 EXTENSION OF TIME FOR PRACTICAL COMPLETION**

**SCC 5.12.1 EXTENSION OF TIME FOR PRACTICAL COMPLETION**

Add the following to GCC 5.12.1:

Extension of the time for completion as a result of extra or additional work and unfavourable physical conditions shall only be granted if such work or conditions influence work on the critical path of the programme. If no definitive method for extension of time due to weather conditions and rain is specified, extension of time as a result of this shall also only be applicable if it influences the critical path of activities.

## SCC 5.12.2 SOME REASONS FOR EXTENSIONS OF TIME

Add the following to GCC 5.12.2:

Abnormal climatic conditions.

No extension of the time for completion shall be granted on the grounds of normal rainfall conditions, but extension of time in terms of relevant clause of the general conditions of contract on the grounds of abnormal rainfall or wet conditions shall be calculated separately for each calendar month or part thereof, according to the following formula. It shall be calculated as follows for the time for completion, including any extension thereof:

$$V = (Nw - Nn) + \left(\frac{Rw + Rn}{X}\right)$$

Where Y = 10 and X = 20

- V = Extension of time for calendar days of the calendar month concerned. If the value of V is negative and the absolute value thereof is greater than Nn, V is taken as negative Nn.
- Nw = Actual number of days during calendar month on which a rainfall of Y mm or more is recorded.
- Nn = Average number of days in the calendar month concerned on which a rainfall of Y mm or more is recorded in terms of existing rainfall data.
- Rw = Actual rainfall for the calendar month concerned in mm.
- Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

The total extension of time is the algebraic sum of the monthly totals for the period concerned. Extension of time for parts of a month shall be calculated by using pro rata values of Nn and Rn. If the algebraic sum of the monthly totals is negative, no reduction of the time for completion as a result of rainfall shall be applicable.

This formula does not take any delays as a result of flood damage, which may cause further or simultaneous delays; into consideration and flood damage shall be treated separately for purposes of extension of time for completion.

The factor (Nw - Nn) is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall exceeds Y mm. The factor (Rw - Rn)/X is considered as a fair allowance for deviation from the normal for the number of days on which the rainfall does not exceed Y mm, but on which wet conditions will hamper or disrupt work.

For the purpose of this contract the values of Nn and Rn will be the relevant values of the nearest weather station to the site as supplied by the South African Weather Bureau. It is the sole responsibility of the Tenderer to acquaint himself with the relevant values. These values shall, at the start of the contract be submitted to the Employer's Agent for scrutiny and approval.

## SCC 5.12.2.5 AVAILABILITY OF PETROLEUM PRODUCTS

Add the following to GCC 5.12.2:

The tender shall be based on the available supply of petroleum products required for the completion of the works. If, during the contract period, for reasons outside the control of the Contractor, a restriction or breakdown in the supply of petroleum products may occur, which has an actual influence on the execution of the works for a period of at least thirty (30) days, the Contractor shall make all reasonable efforts to complete the works and he shall be entitled to an extension of the time for completion and he shall also be entitled to such an adjustment of the contract price as deemed reasonable by the Employer's Agent, with consideration of all materials and relevant factors directly responsible or having a direct effect on such restriction or breakdown, with the inclusion of the Contractor's site and overhead costs relevant to the contract.

### **SCC 5.12.2.6 EXTENSION OF TIME DUE TO SHORTAGE OF MATERIAL**

Add the following to GCC 5.12.2:

If, during the preparation of his tender or during construction, the Contractor bases his unit prices on prices obtained from specific material or specific suppliers, it will be accepted that the Contractor has ascertained that such material shall be available on a continuous basis for the execution of the contract.

No extension of time shall be granted if material cannot be obtained locally, but is available from other sources in the country, and no additional remuneration shall be granted for increased costs due to obtaining material from sources in other parts of the country.

If suppliers cannot adhere to the quoted delivery dates, any delays resulting from this shall be considered as a matter between the supplier and the Contractor. Extension of time could be granted under such conditions after complete proofs have been submitted to and accepted by the Employer's Agent, but without any financial implications for the Employer.

### **SCC 5.15 CLEARANCE OF SITE**

#### **SCC 5.15.1 CLEARANCE OF SITE ON COMPLETION**

Add the following to GCC 5.15.1:

After completion of the works, the Contractor shall obtain certificates from all concerned land owners on whose property works have been executed, stating that they are satisfied with the condition of their property, which will normally include finishing of pipe trenches and structures, clearance and finishing of all stone quarries, borrow pits, diversions, private or tertiary or haulage roads that have been used for the transport of material, waste material, fencing, gates, etc. on their properties. These certificates shall all be handed to the Employer's Agent before he issues the certificate of completion. Notwithstanding a certificate of completion will not be issued if the work is not to the satisfaction of the Employer's Agent.

### **SCC 5.16 APPROVAL**

#### **SCC 5.16.3 LATENT DEFECT PERIOD**

The latent defect period is 10 years.

### **SCC 6.5 DAYWORKS**

Add the following to GCC 6.5.1.2.1:

"Gross remuneration" shall include the following:

- Basic wage
- Holiday fund stamp
- Unemployment insurance
- Employee's compensation
- Service bonus

Add the following to SCC 6.5.4:

The percentage allowance stated in the appendix shall also include travelling cost or travelling allowance (transport of workmen with the Contractor's transport vehicles or transport vehicles hired by the Contractor or for which the Contractor paid), and residence allowance and other wages that are payable to the workmen on the date for submission of tenders.

**SCC 6.10 PAYMENTS**

**SCC 6.10.1.9 VALUE ADDED TAX**

Add the following clause to GCC 6.10.1:

Value added tax (VAT) shall be calculated on each payment certificate, but it shall remain the responsibility of the Contractor to issue a tax invoice for the certified amount. The Contractor is responsible for the payment of VAT.

**SCC 6.10.2 VALUATION OF MATERIAL BROUGHT ONTO SITE**

Add the following to GCC 6.10.2:

Material or goods for which payment is made in terms of this clause, shall be identified uniquely and be stored in a space approved by the Employer's Agent, and which will only be used for the purposes of the Employer.

**SCC 6.10.3 RETENTION MONEY**

Add the following to GCC 6.10.3:

No limit of retention money will be applicable, only the % as stated in the Contract Data will be applicable on the contract.

**SCC 6.10.5 PAYMENT OF RETENTION MONEY**

Replace the first paragraph of GCC 6.10.5 with the following:

One half of the retention money shall become due when the Employer's Agents has issued a Certificate of Completion in terms of clause 5.14.4. The other half of the retention money shall become due and shall be paid to the Contractor on the expiration of the Defects Liability Period.

The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate referred to in clause 6.10.3 within 07 (seven) days after the receipt by the Employers Agent of the Contractor's said statement, and the Employer shall pay the amount due to the Contractor within 65 (sixty five) days after receipt by the Employer of the payment certificate signed by the Employer's Agent.

The Defects Liability Period may be extended in terms of clauses 5.14.4 or 7.8.1, if necessary;

**SCC 6.11 VARIATIONS EXCEEDING 15 PER CENT**

Replace the title with the following: "VARIATIONS EXCEEDING 50 PER CENT".

Replace paragraph 6.11.1.3 with the following:

"The adjustment upon measurement of the estimated quantities set out in the Bill of Quantities for a Re-measurement Contract, results in an increase or decrease in the Contract Price, determined before adjustment in terms of this Clause, greater than 50 per cent of the prices provided for in the Contract Sum, excluding any allowance for contingencies therein and excluding from both Contract Price and Contract Sum, all payments or allowances for:"

**SCC 7 QUALITY AND RELATED MATTERS**

**SCC 7.1 QUALITY OF PLANT, WORKMANSHIP AND MATERIALS**

Add the following to GCC 7.2.1:

No second-hand or reject material shall be used without written permission from the Employer's Agent.

**SCC 7.4.4 COST OF TEST SPECIMENS AND TESTS**

Substitute GCC 7.4.4 with the following:

It is deemed that the Contractor has made provision in his tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost and by means of the necessary tests, prove to the Employer's Agent that the works and compaction prescribed, comply with the specification.

**SCC 7.5 EXAMINATION OF THE WORKS**

**SCC 7.5.1 EXAMINATION OF WORK BEFORE COVERING UP**

Add the following to GCC 7.5.1:

The Contractor shall give the Employer's Agent a reasonable time to accommodate examinations in his programme, in which case a time for inspection can be agreed upon.

**SCC 7.5.3 NOTICE TO BE GIVEN WHEN READY FOR TESTING**

Add the following to paragraph 2 of GCC 7.5.3:

If the Employer's Agent attends with the purpose of examining any part or materials of the works at any time and date as agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Employer's Agent.

**SCC 7.8 DEFECTS**

**SCC 7.8.1 MAKING GOOD OF DEFECTS IN THE DEFECTS LIABILITY PERIOD**

Add the following to GCC 7.8.1:

If it is deemed necessary in the opinion of the Employer's Agent, the defects liability period after repairs can be extended for a further period of twelve months or for a period to the discretion of the Employer's Agent, as regards the relevant part of the works that is made good.

**SCC 8.4 INDEMNIFICATIONS**

**SCC 8.4.2 INDEMNITY BY EMPLOYER**

Add the following to GCC 8.4.2:

The Contractor indemnifies the Employer against any liability in respect of damage to or physical loss of the property of any person or injury to or death of any person due to not complying with the Occupational Health and Safety Act No 85 of 1993.

Attached in the tender document is the form "Contract between Employer and Contractor" to be completed by the successful Contractor.

**SCC 8.6 INSURANCES**

**SCC 8.6.1 INSURANCES TO BE EFFECTED**

Add the following to GCC 8.6.1:

The amount shall be per occurrence. The number of occurrences is unlimited.

Add the following to GCC 8.6.6:

Within 14 days of receipt of the letter of acceptance of his tender, the Contractor shall submit proof of payment to the Employer's Agent.

**SCC 10.5 ADJUDICATION**

**SCC 10.5.3 RULES FOR ADJUDICATION**

The number of Adjudication Board Members to be appointed is three.



## EMALAHLENI LOCAL MUNICIPALITY

### C3. Schedule of Quantities

#### C3.1 Preamble to Schedule of Quantities

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings are to be read in conjunction with the schedule of quantities.
2.
  - a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
  - b) The Contractor is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
  - c) Clause 8 of each standardised specification and the measurement and payment clause of each particular specification, read together with the relevant clauses of the project specification, set out what ancillary or associated activities are included in the rates for the operations specified.
3. Descriptions in the schedule of quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities<sup>1</sup>. Should any requirement of the measurement and payment clause of the applicable standardised specification<sup>2</sup>, or the project specification<sup>2</sup>, or the particular specification(s)<sup>2</sup> conflict with the terms of the schedule or, when relevant, Civil Engineering Quantities<sup>1</sup>, the requirement of the standardised, project or particular specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items, value added tax excluded. Such prices shall cover all costs and expenses that may be required in and for the construction 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 quotation is based.
6. A price or rate is to be entered against each item in the schedule 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 schedule.
7. The Contractor must price each item in the schedule of quantities in **BLACK INK**.
8. **All prices and rates shall exclude value added tax (VAT)**. The Contractor shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.

9. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Specifications.
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of measurement at which the Tenderer tenders to do the work.
Amount	:	The product of the quantity and the rate tendered for an item
Sum	:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.
Prime Cost (or PC item)	:	A sum fixed by the Engineer and entered in the Schedule of Quantities as the net sum provided to cover the cost of specific goods or materials to be supplied under the contract, or the net sum to be paid by the Contractor to merchants or others for such articles or materials. <sup>1</sup>
Provisional Sum	:	A sum of money fixed by the Engineer and entered in the Schedule of Quantities to provide for work not defined at the tender stage and includes any allowance specifically made for unforeseen contingencies. <sup>1</sup>
Extra Over (or EO)	:	Qualifies an operation (or combination of operations) which is common in a varying degree to a number of other operations and which is scheduled once as "extra over" those other operations in order to avoid a multiplicity of items each reflecting the degree to which the common operations apply. The term "extra over" invariably denoted double measurement, no deduction being made from one on account of the other. <sup>1</sup>

10. The units of measurements indicated in the Schedule of Quantities are metric units. The following abbreviations are used in the Schedule of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
/	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1 000 kg)
no	=	number
%	=	percentage
kW	=	kilowatt
PC Sum	=	prime cost sum
Prov. Sum	=	provisional sum
kPa	=	kilopascal
R/only	=	Rate only
W/day	=	Work day

11. Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix 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 works, is a deviation from the contract. The items marked with the letters 'LI' are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

12. Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour-intensive methods. Any 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.

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WITBANK WATER TREATMENT WORKS REFURBISHMENT

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1,1	SANS 1200A	FIXED CHARGE AND VALUE RELATED ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	ESTABLISH FACILITIES ON THE SITE				
	8.3.2.1	FACILITIES FOR THE ENGINEER				
	PSAB					
1.1.2	8.3.5	(a) Two (2) Furnished offices (Engineer's Meeting Room and Employer's Office)	Sum	1		
1.1.3		(b) Nameboards (1 No) (PSAB 3.1)	Sum	1		
1.1.4	8.3.6	(c) Office Furniture	Sum	1		
1.1.5	8.3.7	(d) Kitchen	Sum	1		
1.1.6	8.3.8	(e) Carports (2 off)	Sum	1		
	8.3.2.2	FACILITIES FOR THE CONTRACTOR				
1.1.9		(a) Offices and storage sheds	Sum	1		
1.1.10		(b) Workshops	Sum	1		
1.1.11		(c) Laboratories	Sum	1		
1.1.12		(d) Living accommodation	Sum	1		
1.1.13		(e) Ablution and latrine facilities	Sum	1		
1.1.14		(f) Tools and equipment	Sum	1		
1.1.15		(g) Water supplies, electric power & communications	Sum	1		
1.1.16		(h) Dealing with water	Sum	1		
1.1.17		(i) Access	Sum	1		
1.1.18		(j) Security	Sum	1		
1.1.19	8.3.13	(k) Personal Protection Equipment	Sum	1		
1.1.20		(j) Plant	Sum	1		
1.1.21	8.3.3	Other fixed charge obligations <i>(Please Specify).....</i>	Sum	1		
1.1.22	8.3.4	Removal of site establishment	Sum	1		
1.1.23		Compliance with the Occupational Health and Safety Act and Specification	Sum	1		
1.1.24		Compliance with the Environmental Management Plan	Sum	1		
<b>SUB-TOTAL CARRIED FORWARD</b>						
		<i>brought forward</i>				

1.1.25		Hazard Identification and risk assessment (OHS Spec Clause 4.1)	Sum	1		
1.1.26		Health & Safety Plan (PS 7)	Sum	1		
1.1.27		Construction safety officer and other appointments (OHS Spec Clause 4.3)	Sum	1		
1.1.28	8.3.1	Work Skills Plan and Implementation Report to CETA	Sum	1		
1.1.29		Pre-employment medical examination (Clause 3.1 Annexure 2 of OHS Specification)	Sum	1		
1.2	8.4	TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	Month	24		
	8.4.2	OPERATE AND MAINTAIN FACILITIES ON THE SITE				
	8.4.2.1	FACILITIES FOR ENGINEER FOR THE DURATION OF CONSTRUCTION				
1.2.2	PSAB 8.3.5	(a) Two (2) Furnished offices (Engineer's Meeting Room and Employer's Office)	Month	24		
1.2.3		(c) Nameboards (1 No.)	Month	24		
1.2.4	8.3.11	Services for offices	Month	24		
	8.4.2.2	FACILITIES FOR CONTRACTOR FOR THE DURATION OF CONSTRUCTION				
1.2.7		(a) Offices and storage sheds	Month	24		
1.2.8		(b) Workshops	Month	24		
1.2.9		(c) Laboratories	Month	24		
1.2.10		(d) Living accommodation	Month	24		
1.2.11		(e) Ablution and latrine facilities	Month	24		
1.2.12		(f) Tools and equipment	Month	24		
1.2.13		(g) Water supplies, electric power and communications, dealing with water and access	Month	24		
1.2.14		(h) Dealing with water	Month	24		
1.2.15		(i) Access	Month	24		
1.2.16		(j) Plant	Month	24		
1.2.17	8.3.11	Security	month	24		
1.2.18	8.4.3	Supervision for duration of construction	Month	24		
1.2.19	8.4.4	Company and head office overhead costs for the duration of the contract	Month	24		
1.2.20	8.4.5	Other time-related obligations (please specify) .....	Sum	1		
<b>SUB-TOTAL CARRIED FORWARD</b>						

<i>brought forward</i>						
1.2.21	8.3.14	Community Liaison Officer (CLO)	Prov.	1	96 000,00	R 96 000,00
1.2.22	8.3.14	Contractor's percentage to cover cost of handling for items 1.2.27	%	R96 000,00		
1,3	8,5	SUMS STATED PROVISIONALLY BY ENGINEER				
1.3.1	8.5(b)(1)	(a) Cellphones (1) and Contract (1)	Prov.	1	12 000,00	R 12 000,00
1.3.2		(b) Stationery required by Engineer and his staff	Prov.	1	5 000,00	R 5 000,00
1.3.3		(c) Independent testing where ordered by Engineer	Prov.	1	30 000,00	R 30 000,00
1.3.4	8.3.15	(h) Training	Prov.	1	100 000,00	R 100 000,00
1.3.5		(i) Electrical and Instrument Cable Diversions	Prov.	1	60 000,00	R 60 000,00
1.3.6		(j) Signage for Buildings	Prov.	1	30 000,00	R 30 000,00
1.3.7		(o) Existing Service Diversions	Prov.	1	60 000,00	R 60 000,00
1.3.10	8.5(b)(2)	(p) Contractor's percentage to cover cost of handling for items 1.3.1 and 1.3.10	%	297 000,00		
1,4	PSA 8.7	DAYWORK				
1.4.1	8.7.1	Expenditure on dayworks (i.e. wages paid to workmen and invoiced cost of materials, delivered on site)	Prov.	1	150 000,00	R 150 000,00
	8.7.2	Extra over item for 1.4.1 for supervision, overheads and all other costs related to the daywork items under item 1.4.2 to 1.4.4 for the following:	%	R150 000,00		
1.4.2		Skilled artisans	%	R150 000,00		
1.4.3		Unskilled labourers	%	R150 000,00		
1.4.4		Material	%	R150 000,00		
	8.7.3	PLANT HIRE RATES The appropriate types and sizes (T&S) of the plant shall be stated in the space provided:				
1.4.5		Mobile cranes (Type & Size .....)	hrs.	10		
1.4.6		Mobile cranes (30t.)	hrs.	25		
1.4.7		Front-end loaders (Type & Size .....)	hrs.	50		
1.4.8		Bulldozers (Type & Size .....)	hrs.	40		
1.4.9		Graders (Type & Size .....)	hrs.	20		
1.4.10		Excavators (Type & Size .....)	hrs.	80		
1.4.11		Tip Trucks (Type & Size .....)	hrs.	80		
<b>SUB-TOTAL CARRIED FORWARD</b>						

		<i>brought forward</i>				
1.4.12		TLB's (Type & Size .....)	hrs.	80		
1.4.13		Rollers (Type & Size .....)	hrs.	20		
1.4.14		Water carts (Type & Size .....)	hrs.	10		
1.4.15		Portable compressor and breakers etc. (Type & Size .....)	hrs.	20		
1.4.16		Portable pumps and hoses (Type & Size .....)	hrs.	50		
1.4.17		Excavators (Type & Size 30t.....)	hrs.	20		
1.4.18		Generator	hrs.	50		
1.4.19		Grinder	hrs.	15		
1.4.20		Tractor	hrs.	10		
		OTHERS				
		GIVE FULL DETAILS				
1.4.21		.....	hrs.	rate		
1.4.22		.....	hrs.	rate		
1,5	8,8	TEMPORARY WORKS				
1.5.1	8.8.2	Dealing with traffic (or accommodation of traffic)	Sum	1		
	8.8.4	EXISTING SERVICES				
1.5.2		Excavate by hand in all materials to expose existing services	m <sup>3</sup>	300		
<b>Total Carried to total summary</b>						

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WITBANK WATER TREATMENT WORKS REFURBISHMENT

SCHEDULE B: REFURBISMENT OF FILTERS

ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	<b>Excavate, Remove and Cart away of old Filters</b>				
1,1	Excavate and remove old filter media	m <sup>3</sup>	578		
1,2	Cart away	m <sup>3</sup>	578		
2	<b>Cleaning of superstructure</b>				
2,2	Wash walls and floor with high pressure washer	m <sup>2</sup>	351		
2,3	Treat and seal the superstructure using Concrete	m <sup>2</sup>	100		
2.4	Repair and seal all cracks on concrete slabs	Sum	12		
	<b>CARRIED FORWARD</b>				

ITEM No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BROUGHT FORWARD</b>				
<b>3</b>	<b>Remove, Supply and Installation of nozzles</b>				
3,1	Removal of old nozzles	No	41572		
3,2	Supply and Install Noz D 0.2 1"WW 30 250 PP S	No	41572		
3,3	Supply and Install Nut MU60 1" WW PP	No	41572		
3,4	Supply and Install Washer 50 X 27 X 2 Neoprene	No	41572		
<b>4</b>	<b>Supply and Installation of new filter media</b>				
4,1	New filter media				
4.1.1	DMI 65 Filter media 600mm deep	ton	221		
4.1.2	Filter silica sand (3.0 to 5,0 mm) in 100 mm layer	ton	127		
4.1.3	Aggregate pebbles (13,0 to 19,0 mm) in layer of 100 mm	ton	162		
4.1.4	Supply and Apply Soduim Hyphochrite in Commisioning	No	12		
<b>5</b>	<b>Filter Back Wash Plant</b>				
5. 1	Automate backwash system contols	sum	1		
<b>6</b>	<b>Lime Dosing Plant</b>				
6. 1	Supply and Install Staby Pupm For Leak Water control at Raw Water Supply Pipe and Provibe Corriotin Protection	No	1		
<b>TOTAL CARRIED TO SUMMARY</b>					

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WITBANK WATER TREATMENT WORKS REFURBISHMENT

SECTION C : POINT D RECYCLE PUMP STATION AND REHABILITATION OF PONDS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.1		<b>Piont D Recycle Pump Station</b>				
1.1		SITE CLEARANCE				
1.1.1		Clear and grub areas for road construction	ha	1,16		
1.2		EARTHWORKS				
1.2.1		Remove topsoil 150 mm deep to stockpile and maintain	m <sup>3</sup>	240		
1.3		TREATMENT OF ROAD-BED				
1.3.1		Road-bed preparation and compaction of material to 93% mod AASHTO maximum density(300mm thick) in layers not exceeding 150 mm	m <sup>3</sup>	227		
1.4		CUT TO FILL (ACCESS ROADS)				
		a) Compact to 93% Mod. AASHTO maximum density	m <sup>3</sup>	210		
1.5		BORROW TO FILL (ACCESS ROADS)				
1.5.1		As in item 3.4.2, but with G7 material obtained from designated excavations or borrow pit within freehaul distance	m <sup>3</sup>	182		
1.5.2		Selected layer compacted to 93% of modified AASHTO maximum density	m <sup>3</sup>	210		
		a) Extra over item 3.6.3 for excavating in rock	m <sup>3</sup>	50		
		b) Cut to spoil in soft excavation	m <sup>3</sup>	18		
1.6		SURFACE FINISHES				
1.6.1		a) Topsoiling	m <sup>2</sup>	113		
		BASE				
1.7		CONSTRUCT BASE LAYER				
1.7.1		G5 material compacted to 95% Mod. AASHTO maximum density	m <sup>3</sup>	210		
		OVERHAUL				
1.7.2		Extra over item 20.4.1 for hauling material in excess of the freehaul distance (provisional)	m3/km	1 700		
1.8		SURFACING				
1.8.1		Concrete block paving 80 mm thick Class 25 Mpa concrete	m <sup>2</sup>	1 600,00		
2		<b>Rehabilitation of Ponds</b>				
		Create bypass system to control the flow to the ponds, Remove overgrown vegetation and clean. Repair concrete slabs and Replace sluice gates	Sum	1		
2.1						
TOTAL CARRIED TO SUMMARY						

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WITBANK WATER TREATMENT WORKS REFURBISHMENT

SECTION D: SCADA SYSTEM AND TELEMETRY SYSTEM

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		<b>SCADA AND TELEMATRY SYSTEM</b>				
1.1		Scada Software Development	Sum	1		Rate only
1.2		supply and Install new dam site and Reservoir telemetry control room	Sum	1		Rate only
1.3		Project commissioning , staff training , monitoring , support and handover	Sum	1		
1.4		Transport and accommodation	Sum	1		
TOTAL CARRIED FORWARD						

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WITBANK WATER TREATMENT WORKS REFURBISHMENT

SECTION E: PLANT AUTOMATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1		<b>PLANT AUTOMATION</b>				
1.1		Modification of filter control panels and Scada intergration	No	18		
1.2		Supply and installation of filter plc and Radio and intergration to Scada	Sum	1		
1.3		Modification of Blower MCC and Intergrate To Scada and PIC	Sum	1		
1.4		Supply , install new control panels for clarifiers and Radio telemetry to Scada	No	8		
1.5		Supply, Install Clarifier level Transmitters and Intergrate to Scada	No	8		
1.6		Modification of candy Clarifier MCC ,and Install new plc	Sum	1		
1.7		Intergrate Existing Chlorine plant To Scada and install Radio telemetry	Sum	1		
1.8		Refurburshment of Existing Lime Dozing MCC And supply Plc,Radio telemetry	Sum	1		
1.9		Supply and Install PH meter and intergrate to SCADA	Sum	1		
2		<b>RESERVOIR PUMPS AUTOMATION</b>				
2.1		Supply and installation of new plc at all Reservoirs and intergration to MCC's and Telemetry System and Scada @ 40 Km Radias	Sum	4		
2.2		Procure and Installation and commissioning of Soft Starters	Sum	3		
TOTAL CARRIED FORWARD						

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WITBANK WATER TREATMENT WORKS REFURBISHMENT

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	
B	REFURBISHMENT OF FILTRATION SYSTEM	
C	PIONT D RECYCLE PUMP STATION AND REHABILITATION OF PONDS	
D	SCADA SYSYTEM AND TRAINING	
E	PLANT AND SUPPLY RESERVOIR AUTOMATION	
<b>SUB TOTAL 1</b>		
<b>CONTIGENCIES @ 10 %</b>		
<b>SUB TOTAL 2</b>		
VAT @ 15%		
<b>GRAND TOTAL TO FORM OF OFFER</b>		



## EMALAHLENI LOCAL MUNICIPALITY

### C4.1 Scope of Work

#### 4.1.1 Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive method in accordance with EPWP Guidelines, whereby the local community benefit throughout the entire project and also in doing so provide work place training opportunities to learners who have a Learnership Agreement with the Construction Education and Training Authority.

##### (1) Labour-Intensive works

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

The employer's objective is to improve the existing services, socio economic development of the community, satisfy the needs of the community, and upgrading the system based on future socio-economic developments.

#### 4.1.2 Overview of the works

On this Contract the aim is to provide a basic level of services, with regards to improve aspects of the current conditions. The Contract will entail a provision of the services as listed in the Project Specification. Also with regards to EPWP requirements, labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work. Time is of the essence for this contract. The Tenderer shall state the time in calendar months required by him/her to complete the Works. Tenderers offering early completion dates will generally be more favourably received, other things being equal.

The following main items measured in the schedule of quantities:

##### ***A Filtration System 12 Off***

- Repair The Filter Structures
- Replacing of Nozzles
- Replacing of Filter Media
- Applying of Sodium Hypochlorite on Commissioning.

##### ***B Filtration Backwash Plant***

- Supply and Two (2) Install new blower pump
- Supply and Install Two (2) new Compressor
- Refurbish MCC
- Connect MCC to the new panel view
- Refurbish backwash pumps
- Refurbish backwash motors
- Automate backwash system controls
- Supply and install new backwash flow meter

##### ***C Segmentation Plant (Candy Plant)***

- Supply and install neuphatic valves

- Desludging to automated
- Supply and install disludge flow meter
- Connect all controls to the new panel view

#### ***D Clarifiers***

- Supply , install new control panels for clarifiers and Radio telemetry to Scada

#### ***E .SCADA System and Telemetry***

- Automate plant operations to be viewed and controlled on the new Scada

#### ***F Lime dosing Room***

- Refurbishment of Existing Lime Dozing MCC And supply Plc, Radio telemetry
- Supply and Install Standby Pump for Leak Water control at Raw Water Supply Pipe and Provide Protection on the Pipe For Corrosion Control.

#### ***G Point D Sludge Recycle Pump Station***

- Create Access to the substation
- Supply and install new 30Kw starter Panel complete with cabling and Light fittings
- Fit door and windows
- Replace pipe work

#### ***H Rehabilitation of Ponds at Point D***

- Create bypass system to control the flow to the ponds
- Remove overgrown vegetation and clean
- Repair and Seal concrete slabs
- Replace sluice gates
- Refurbish The Sludge Return Pump Station

#### ***I Automaton of Reservoir Complex ( A , B,C,D and E)***

##### ***Reservoir Point B***

- Install motor control panel make it safe and secure and Wire control panels and make it neat.
- Supply 160kw motor soft starter/ Drive for standby electric motor ( ABB PSTX370-600-70)
- Trace and wires and design schematic Diagram
- Supply and install Plc panel and integrate the MCC
- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Neaten up general electrical hanging cables and install cable support structure and make proper cable termination

##### ***Reservoir Point C***

- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Wire control panels and make it neat.
- Design and Draw Schematic Diagram for Maintenance
- Supply and install Plc panel and integrate the Existing Panel
- Neaten up hanging cables and do Proper termination.

##### ***Reservoir Point D***

- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Design and Draw Schematic Diagram for Maintenance
- Supply and install Plc panel and integrate the Existing Panel

## *Reservoir Point E*

- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Wire control panels and make it neat.
- Design and Draw Schematic Diagram for Maintenance
- Supply and install Plc panel and integrate the Existing Panel
- Neaten up hanging cables and do Proper termination.
- Check and fix the standby generator and integrate into the system
- Replace Direct online Dual starter on 2x 55kw and introduce soft starters or VSD and Supply 2x 55kw soft starters or VSD
- Fix all electrical wiring of security office plugs and outside security lights

### **4.1.3 Labour-Intensive Works**

All the relevant tasks / works shall be constructed using Labour-Intensive Construction Methods only. This shall also include intermediate tasks / works within the above-mentioned items which could be done using Labour-Intensive Construction Method, **NB** although not indicated in the BOQ it will be required.

### **4.1.4 Location of the works**

### **4.1.5 Temporary works**

The Contractor shall provide, erect, maintain and remove on completion of the Contract, ample temporary offices and sheds for the proper storage of perishable materials and for the use of his workmen.

## EMALAHLENI LOCAL MUNICIPALITY

### **C4.2 Drawing Descriptions**

The following drawings are applicable to the contract:

#### **4.2.1 Key plans**

All key plans for this type of project are included in the tender document as “Part C.8 Drawings”.

#### **4.2.2 Typical details**

All typical details for this type of project are included in the tender document as “Part C.8 Drawings”.

#### **4.2.3 Civil engineering drawings**

The drawings used for setting up the Bills of Quantities are as indicated above in paragraph 4.2.1 and 4.2.2.

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### C4.3 Procurement

#### 3.4.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

#### 3.4.2 Scope of mandatory subcontract work

The following portions of the works shall be subcontracted to CIDB registered contractors in accordance with the subcontracting procedures described hereunder:

Competitive Tenders shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the use of General Conditions of Contract 2015 third edition.

The Employer or Employer's Agent together with the Contractor shall evaluate the Tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex C of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful Tendering subcontractor based on their accepted Tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

# EMALAHLENI LOCAL MUNICIPALITY

## C4.4 Construction

### 4.4.1 Setting out of Works (Sub clause 5.1.1)

The Employer shall arrange for the Contractor to be given sufficient reference pegs from which to work. The value of all bench marks shall be given in writing. The Contractor shall bear the cost of any re-survey and the cost of re-establishment or checking of any pegs, bench marks, etc. disturbed, destroyed or interfered with in any way and the cost of any survey to prove the accuracy of the setting out after any disturbance of or interference with any peg or bench mark. All surveys or re-survey shall be by Surveyors appointed by the Employer.”

### 4.4.2 Applicable national and international standards

SANS 1200

### 4.4.3 Particular / generic specifications

The relevant provisions of the SANS 1200 (1981 edition) shall apply to the contract with the following amendments:

1115        Replace clause with the following:

The general conditions of contract are the General Conditions of Contract for Construction Works as published by the South African Institution of Civil Engineering read in conjunction with the Contract Data.

1202        Replace “Clause 15” with “Clause 12”.

1206        Replace the first sentence with the following:

The contractor shall comply with all legal provisions in regard to surveying and setting out work.

#### 4.4.4 EPWP labour intensive specification

##### GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5, Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

##### PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

##### HAND EXCAVATEABLE MATERIAL

Hand excavateable material is material:

- a) Granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.

### TRENCH EXCAVATION

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

### COMPACTION OF BACKFILLING TO TRENCHES (AREAS NOT SUBJECT TO TRAFFIC)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

### EXCAVATION

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

### CLEARING AND GRUBBING

Grass and small bushes shall be cleared by hand.

### SHAPING

All shaping shall be undertaken by hand.

### LOADING

All loading shall be done by hand, regardless of the method of haulage.

### HAUL

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

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain the Pump Station	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, <b>and</b>
		Use Labour Intensive Construction Methods to Construct and Maintain the Pump Station	any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

#### 4.4.4.2 Employment of unskilled and semi-skilled workers in labour-intensive works

##### 4.4.4.2.1 Requirements for the sourcing and engagement of labour.

4.4.4.2.1.1 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.

4.4.4.2.1.2 The rate of pay set for the SPWP is **R 200.00 per task or per day**.

4.4.4.2.1.3 Tasks established by the contractor must be such that:

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

4.4.4.2.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.4.4.2.1.3.

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

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

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

- a) 55 % women;
- b) 55% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

#### **4.4.4.2.2 Specific provisions pertaining to SANS 1914-5**

##### **4.4.4.2.2.1 Definitions**

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

##### **4.4.4.2.2.2 Contract participation goals**

4.4.4.2.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

4.4.4.2.2.2.2 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.

##### **4.4.4.2.2.3 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.

##### **4.4.4.2.2.2.4 Variations to SANS 1914-5**

4.4.4.2.2.2.4.1 The definition for net amount shall be amended as follows:

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

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

##### **4.4.4.2.2.2.5 Training of targeted labour**

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

4.4.4.2.2.2.5.2 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 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.

4.4.4.2.2.2.5.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.

4.4.4.2.2.2.5.4 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.

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

4.2.2.5.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 4.4.4.2.2.2.5.4 above.

4.4.4.2.2.2.5.5 Proof of compliance with the requirements of 4.4.4.2.2.2.5.2 to 4.4.4.2.2.2.5.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### **4.4.4.3.1 Contractor's default in payment to Labourers and Employees**

- (a) Any dispute between the Contractor and labourers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.
- (b) The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

#### **4.4.4.3.2 Provision of Hand tools**

- (a) The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

#### **4.4.4.3.3 Reporting**

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework.
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

#### **4.4.5 Plant and equipment**

Add Sub clause 4.4.5: Restriction on the use of plant.

“Except for the type of plant, and to the extent permitted in terms of the project specification or approved by the Engineer, in writing, the Contractor shall use only hand tools and equipment in the construction of the Works, or portion(s) of the Works, that are required in terms of the project specification to be constructed using labour intensive methods.

Failure by the Contractor to adhere to this clause will put him in breach of contract. The provisions contained in this contract with regard to labour content and labour-intensive construction, are binding, and will be enforced accordingly.”

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

## EMALAHLENI LOCAL MUNICIPALITY

### C4.5 Management

#### 4.5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 1921-1:2004
- 2) SANS 1921-2:2004
- 3) SANS 1921-6:2004

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

<b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</b>	
<b>Clause</b>	<b>Specification data</b>
<b>Essential data</b>	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.3.1	The planning, programme and method statements are to comply with the following: <ul style="list-style-type: none"> <li>• format of programme,</li> <li>• critical path activities and their dependencies,</li> <li>• frequency of updating,</li> </ul>
4.3.3	The notice period for inspection is 5 Days
4.7.3	The over break allowances for blasting are provided for in the scope of work.
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: <ol style="list-style-type: none"> <li>1) concrete works</li> <li>2) pressure testing results done.</li> </ol>
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: <ol style="list-style-type: none"> <li>1) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m<sup>2</sup> in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.</li> </ol>
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: <ol style="list-style-type: none"> <li>1) The boards must comply with the official standard type signboard of the Employer and be at least 2750 x 1800 mm high.</li> <li>2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.</li> </ol>
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: <ol style="list-style-type: none"> <li>1) Water</li> <li>2) Electricity</li> <li>3) Sanitation</li> </ol>
4.17.3	Services which are known to exist on the site are: <ol style="list-style-type: none"> <li>1) Water</li> <li>2) Sanitation</li> <li>3) Electricity</li> </ol>

## **Additional clauses**

### **1 Site meetings and procedures**

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

### **2 Water**

The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

### **3 Electricity**

The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / Eskom for the works at his own cost.

#### **4.5.2 Particular / generic specifications**

The management of the site shall be in accordance with the provisions of the South African National Standard (SANS 1200) 1200 A, obtainable from the South African Institution of Civil Engineering.

#### **4.5.3 Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

#### **4.5.4 Unauthorised persons**

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

#### **4.5.5 Management meetings**

Site meetings will be held on monthly basis. The following parties are required to attend these meetings: The Employer's Representative, the Engineer and/or Representative, the Contractor and/or Representative, the Community Liaison Officer, the Health and Safety Officer and all members of the Project Steering Committee.

#### **4.5.6 Forms for contract administration**

These forms will be issued to the Contractor as required.

#### **4.5.7 Electronic payments**

Proof of all electronic payments must on request be supplied to the Employer.

#### **4.5.8 Daily records**

All accidents and incidents shall be recorded daily in a site diary. Apart from the site diary the Contractor shall provide a site instruction notebook for use by the Engineer. The notebook shall be signed by both the Engineer and the Contractor whenever a site instruction is issued by the Engineer.

#### **4.5.9 Payment certificates**

Contractor must submit claims for the work done. All claims are subjected to verification by the Engineer.

#### **4.5.10 Permits**

Contractor to ensure that no unauthorised persons are permitted to site

#### **4.5.11 Proof of compliance with the law**

Contractor to submit copies of the CIDB Registration and the Company Registration Certificates

## EMALAHLENI LOCAL MUNICIPALITY

### C5. Project Specification

#### SCOPE

This project specification is set out in two parts. Portion 1 cover a general description of the project, the facilities available, and the requirements to be met. Portion 2 covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method in portion 2 of this project specification deviates as follows from the method suggested in Code of Practice SANS 1200.

Each clause with the prefix PS shall refer to the congruent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such congruent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification

**C5.1**  
**PROJECT SPECIFICATION**  
**PORTION 1: THE WORKS**

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**PS 1 GENERAL DESCRIPTION OF WORKS**

On this Contract the aim is to provide a basic level of services, with regards to improve aspects of the current conditions. The Contract will entail a provision of the services as listed in the Project Specification. Also with regards to EPWP requirements, labour-intensive works comprise the activities described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work. Time is of the essence for this contract. The Tenderer shall state the time in calendar months required by him/her to complete the Works. Tenderers offering early completion dates will generally be more favourably received, other things being equal.

The following main items measured in the schedule of quantities:

***A Filtration System 12 Off***

- Repair The Filter Structures
- Replacing of Nozzles
- Replacing of Filter Media
- Applying of Sodium Hypochlorite on Commissioning.

***B Filtration Backwash Plant***

- Supply and Two (2) Install new blower pump
- Supply and Install Two (2) new Compressor
- Refurbish MCC
- Connect MCC to the new panel view
- Refurbish backwash pumps
- Refurbish backwash motors
- Automate backwash system controls
- Supply and install new backwash flow meter

***C Segmentation Plant (Candy Plant)***

- Supply and install neuphatic valves
- Desludging to automated
- Supply and install disludge flow meter
- Connect all controls to the new panel view

***D Clarifiers***

- Supply , install new control panels for clarifiers and Radio telemetry to Scada

***E .SCADA System and Telemetry***

- Automate plant operations to be viewed and controlled on the new Scada

***F Lime dosing Room***

- Refurbishment of Existing Lime Dozing MCC And supply Plc, Radio telemetry
- Supply and Install Standby Pump for Leak Water control at Raw Water Supply Pipe and Provide Protection on the Pipe For Corrosion Control.

## **G Point D Sludge Recycle Pump Station**

- Create Access to the substation
- Supply and install new 30Kw starter Panel complete with cabling and Light fittings
- Fit door and windows
- Replace pipe work

## **H Rehabilitation of Ponds at Point D**

- Create bypass system to control the flow to the ponds
- Remove overgrown vegetation and clean
- Repair and Seal concrete slabs
- Replace sluice gates
- Refurbish The Sludge Return Pump Station

## **I Automaton of Reservoir Complex ( A , B,C,D and E)**

### *Reservoir Point B*

- Install motor control panel make it safe and secure and Wire control panels and make it neat.
- Supply 160kw motor soft starter/ Drive for standby electric motor ( ABB PSTX370-600-70)
- Trace and wires and design schematic Diagram
- Supply and install Plc panel and integrate the MCC
- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Neaten up general electrical hanging cables and install cable support structure and make proper cable termination

### *Reservoir Point C*

- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Wire control panels and make it neat.
- Design and Draw Schematic Diagram for Maintenance
- Supply and install Plc panel and integrate the Existing Panel
- Neaten up hanging cables and do Proper termination.

### *Reservoir Point D*

- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Design and Draw Schematic Diagram for Maintenance
- Supply and install Plc panel and integrate the Existing Panel

### *Reservoir Point E*

- Check the existing disconnected telemetry panel (SSE) if it can still work or need to be replaced, fix and integrate to the newly installed PLC for remote monitoring and controls
- Wire control panels and make it neat.
- Design and Draw Schematic Diagram for Maintenance
- Supply and install Plc panel and integrate the Existing Panel
- Neaten up hanging cables and do Proper termination.
- Check and fix the standby generator and integrate into the system
- Replace Direct online Dual starter on 2x 55kw and introduce soft starters or VSD and Supply 2x 55kw soft starters or VSD
- Fix all electrical wiring of security office plugs and outside security lights

## **PS 2 DESCRIPTION OF THE SITE AND ACCESS**

Refer to Part C.7 Site Information.

**PS 3 DOCUMENTATION**

**PS 3.1** The Provisional Bill of Quantities is included in this document and *must be completed and handed in with the tender.*

**PS 3.2** The drawings, for tender purposes, listed under Part C8 are applicable to this contract.

**PS 3.3** The Tenderer shall check the Bills of Quantities for missing or duplicated pages or drawings and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any particulars or description, or this Bills of Quantities contain any obvious errors, the Tenderer shall notify the Engineer at once who shall promptly give a written

directive. No liability whatsoever will be admitted in respect of errors in any tender due to the abovementioned causes.

No alteration, erasure, omission or addition is to be made in the text and conditions of these Bills of Quantities or other documents. Should any such alterations, amendment, note or addition be made, it will not be recognised and the text of the Bills of Quantities or other documents as prepared by the Representative must be adhered to.

**PS 3.4** The Tenderer shall examine all documents and shall thoroughly acquaint himself with the nature and extent of the Works and the manner in which they are to be executed as no claim for extra payment in this connection will be entertained.

**PS 4 NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE**

No bore tests or investigation of the in-situ material were done. Rocky excavation can however be expected along some sections of the pipeline route. Some excavation will take place in built up areas, along pipeline and Eskom servitudes, through stream beds and restricted areas.

The water table may be relatively high in areas during the summer months and provision must be made for effective draining of excavations.

It is the Contractor's responsibility to supply and deliver all material that complies with the minimum standards as well as for the building and maintaining of access roads to the works on site, haul areas or dumping sites. No additional payment will be applicable to the above-mentioned, other than the relevant items in the schedule of quantities.

Note that the prospective tenderers shall acquaint themselves with the nature of materials on site.

## **PS 5 DETAILS OF THE CONTRACT**

### **PS 5.1 MAIN CONTRACT**

Work included in this contract involves the scope of work as per paragraph PS1 and as measured in the Schedule of Quantities.

The other main components of the work under this contract are:

- a) Establishment of the Contractor's camp.
- b) Site clearance and earthworks.
- c) Provision of all materials, special fittings and accessories as required, to complete the work as prescribed.
- d) Excavation and backfill compacted as specified, of pipe trenches and the removal of all excess material.
- e) Laying, bedding and installation of all pipes and accessories.
- f) Concrete work associated with the abovementioned equipment.
- g) Construction of concrete anchor blocks associated with the above.
- h) Commissioning of the works.
- i) Maintenance on the works for a twelve month period.

## **PS 6 CONSTRUCTION PROGRAM AND METHODS**

The Tenderer shall submit a construction programme for the Works to the Engineer for his approval, complete with critical path, within 14 days after the date of the Letter of Acceptance.

The programme shall clearly show the anticipated date when the Contractor plans to undertake the various operations. The programme shall be in the form of a Bar Chart and clearly show the work anticipated to be completed each week. This programme shall form part of the contract and the Contractor shall be bound by this programme. A detailed cash flow forecast, coupled with the programme for the Works, must also be submitted. The programme shall be in MS Project. During construction MS Project will be used.

The construction site is situated in a built-up area; the Contractor shall ensure the least possible disruption of movement of the public during construction.

Construction methods must be of such a nature that no property or life is endangered. The Employer accepts no responsibility for work that is done without consent by the Engineer outside the site boundaries. The Contractor himself is responsible for liaison and arrangements with the Local Authority in connection with the finalisation and approval of the construction program.

The Contractor is responsible for liaison and the necessary arrangements with the relevant road authorities in respect of the finalisation and approval of the works programme.

Sufficient photos of existing structures, walls, and areas that have to be crossed must be taken by the Contractor and handed over to the Engineer before such operations commence. No payment will be made in this regard and it shall be deemed to be covered in the Preliminary and General items.

Local labourers must do the trench preparation, bedding, handling, laying and backfilling of pipes and fittings. The contractor is responsible to liaise with the Labour Desk for labourers.

No separate payment shall be made for any arrangements with relative local authorities for closing off the current water supply or for the distribution of notices to the public.

The compilation of the construction programme and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract. The contract has to be completed within the time specified in the "Contract Data" of this document, excluding the builder and public holidays.

## **PS 7 SITE FACILITIES AVAILABLE**

### **PS 7.1 SOURCES OF WATER SUPPLY, POWER SUPPLY, SANITATION, AND COMMUNICATION**

Water for construction purposes will be for the account of the contractor at the ruling tariff and will be supplied at a suitable point, from where the contractor will be responsible to convey the water to the point of usage. Water for human consumption will from the existing network at the ruling tariff. Electrical power is available from the existing reticulation at ruling tariffs. The Contractor shall make his own arrangement for any water or power he may require. Any extension of time due to delays resulting from these facilities will not be granted.

The Contractor must supply and maintain at his own cost a sufficient number of portable chemical toilets, one of which must be situated at the campsite and the rest in the area of the site.

No waste or sludge must be left uncovered until it is removed. The contractor must operate an efficient solid waste removal system to the satisfaction of the engineer for the duration of the contract.

The Contractor must make his own arrangement for communication and a telephone service.

### **PS 7.2 LOCATION OF CAMP AND DEPOT**

A site for the Contractor's camp and depot will be pointed out during the site inspection. No trees may be removed and the Contractor must provide his own firewood.

### **PS 7.3 HOUSING FOR CONTRACTOR'S EMPLOYEES**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

## **PS 8 SITE FACILITIES REQUIRED**

No housing is required for the Engineer. Other facilities such as an office, telephone, name board, survey equipment, etc. required for the Engineer, are described under the relevant sections.

#### a) Contractor's Offices and Engineer's Office

The Contractor shall provide, erect on or about the Site of the Works, as agreed with by the Engineer, maintain and remove at completion, ample temporary offices for the use of his site agent and staff as per project specification.

#### b) Temporary Sheds

The Contractor shall provide, erect, on or about the Site of the Works as agreed with by the Engineer, maintain and remove at completion, ample temporary sheds for the proper storage of materials and tools and for the use of the workmen and watchmen, including special waterproof storage sheds for concrete.

c) Site Laboratory

The Contractor shall provide an adequate site laboratory, equipment, facilities and personnel for carrying out the required quality control tests on construction materials. All facilities and equipment shall comply with the relevant SANS standards applying to the quality control tests stipulated in SANS 1200.

Alternatively the Contractor may make use of an external laboratory to provide the quality assurance in terms of earthworks, concrete, etc. The responsibility however, for all work will continue to rest with the Contractor.

Should the Engineer at any time consider any of the facilities above to be inadequate, he shall instruct the Contractor to cease further work until such time as the Contractor has remedied the deficiency.

d) Sanitary Accommodation

The Contractor shall supply suitable and adequate sanitary accommodation for the use of his staff and workmen. Such accommodation shall be to the satisfaction of the Employer and the Engineer and shall conform to Local, Authority requirements. The Contractor shall during tendering acquaint himself fully with these requirements.

The Contractor shall maintain in a thoroughly clean and orderly condition, move as required and finally remove from site all such sanitary accommodation and make good to the approval of the Engineer.

The sighting of the sanitary accommodation must be excluded from public view and their use will be strictly enforced.

e) Telephone Facilities

The Contractor must make his own arrangements for communication links.

f) Accommodation for Employees/Labour

No accommodation for employees/labour is available on site and the contractor shall make his own arrangements for housing employees/labour.

It is deemed that the Contractor has made full provision for any such accommodation in his tender.

g) Tools and Equipment

No tools and equipment for the Contractor is available on site and the Contractor shall make his own arrangements for all tools and equipment.

It is deemed that the Contractor has made full provision for any such tools and equipment in his tender.

**PS 9 SITE MEETINGS**

The Engineer will hold regular site meetings, keep and circulate minutes. The Contractor shall attend all scheduled meetings and shall ensure that all subcontractors are represented. The Contractor shall provide a suitable facility for the Site Meetings on Site.

## **PS 10 WATCHING AND LIGHTING**

The Contractor must programme his work in such a way that the area is secure at all times. The Employer reserves the right to suspend work if, in his opinion, this requirement is not being complied with and, further, to make secure the area and recover any costs involved in labour and materials from monies due to the Contractor.

The Contractor shall make provision in the nature of temporary works as may be required for the purpose of ensuring the safety of adjoining works and property and for the protection of all persons or animals. He shall be responsible for all damage, injuries and accidents that may occur through his omission of any necessary provision in this respect.

The Contractor shall make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open trenches, stacks of material, excavated materials, debris or the like, and shall provide walkways over trenches wherever required for the convenience of the public.

The Contractor shall provide and maintain all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc., as required. The Contractor shall be responsible for any damage which may occur and shall make good at his own expense.

Fires will only be allowed in places approved by the Engineer. Any workmen lighting fires in an unauthorised place shall immediately be removed permanently from the site:

## **PS 11 CLAIMS FOR INJURY OR DAMAGE**

The Contractor shall notify the Engineer immediately of the receipt by him of any claim for compensation in respect of any damage arising out of his execution of the Contract and if, at the expiry of ninety (90) days from the date of receipt of such claim the Contractor cannot satisfy the Engineer that the matter has been settled, the Employer reserves the right to have the claim investigated and adjudicated by the Engineer and to settle the claim where considered necessary, any costs incurred by the Employer thereby to be recovered from the Contractor by deduction from any monies due to the Contractor.

## **PS 12 LOCAL AUTHORITY, PROVINCIAL OR GOVERNMENT ADMINISTRATION, ETC.**

The Contractor shall acquaint himself with all laws and any by-laws, standards and requirements laid down by the Local Authority, Provincial or Government Administration, etc., for the work about to be executed, and shall abide by such standards and requirements throughout the duration of the Contract.

## **PS 13 TESTING OF PUMPING STATION EQUIPMENT**

Equipment shall be subjected to the following, but not limited to, witnessed tests by the Engineer before acceptance for shipment and during installation and commissioning:

- a) Hydraulic test of completely assembled packages and functional test of in-line instrumentation and controls;
- b) Pressure/leak testing of all pipelines,

The Contractor shall submit proposed test procedures to the Engineer two weeks before the tests are due.

The Contractor shall cover all costs for equipment testing prior to shipment and during installation and commissioning.

The Contractor shall be responsible for doing commissioning tests in conjunction with the Engineer and shall provide a duplicate copy of the full commissioning report as specified by the Engineer. The Contractor shall make all arrangements for these tests and shall give prior notice thereof to the Engineer.

#### **PS 14 HEALTH, SAFETY AND SECURITY**

The Occupational Health and Safety Act, Act 85 of 1993, will be applicable in all areas of the Works, except for mining areas and mine lease areas where the Mines Health and Safety Act, Act 29 of 1996, will be applicable.

The Tenderer is to note the following additional requirements / information

- a) All Contractors' personnel will be required to attend an induction course and to obtain a medical (entrance and exit) clearance certificate from an approved medical institution or doctor. These activities will have to be completed prior to a staff member commencing work on the site. The costs associated with these activities are deemed to form part of the Tenderers Preliminary and General costs.
- b) The Induction Course (1-day) will be carried out at the Polokwane Municipality offices ±50km from the Site of Works. There will be no charge for the course.
- c) The Medical Examination will be done by Dr \_\_\_\_\_ whose consulting rooms are in the \_\_\_\_\_ Clinic, \_\_\_\_\_ Tel: \_\_\_\_\_ Tenderers should allow R500/person for medicals (R250 entrance and R250 exit, VAT excluded). One day should be allowed for an entrance medical and one day for an exit medical.
- d) All Contractors' personnel will be required to complete certain documentation for submission to the Polokwane Municipal office. Tenderers are to note that all personnel are to be in possession of valid identity documentation and that no persons with a criminal record will be permitted on to the site. The costs associated with these activities are deemed to form part of the Tenderers Preliminary and General costs.
- e) All site personnel will be required to wear the following Personal Protective Equipment (PPE):
  - Hard hats
  - Overalls to Employers specification
  - Reflective jackets
  - Safety glasses
  - Safety boots
  - Dust masks
  - Working gloves
  - Name tags

The costs to provide these items are deemed to be included in the Preliminary and General items of the tender submission.

- f) The successful Contractor will be permitted to work a maximum of 60 hours per week including overtime. Should overtime be required, permission is to be applied for from the Engineer at least 24 hours in advance.

## **PS 15 FEATURES REQUIRING SPECIAL ATTENTION**

### **PS 15.1 CONTROL OF WATER**

The Contractor is in all respects responsible for the handling of storm water from higher-laying areas, adjacent to the works for the handling of possible sub-surface water and for the handling of spoiled water when disconnecting existing connections or valves. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

### **PS 15.2 "AS BUILT" DRAWINGS**

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings as issued to the Contractor at the start of the contract. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall receive a separate complete set of drawings from the Engineer, at no cost.

The completion certificate shall only be issued after the Engineer has received a properly completed set of "AS-BUILT" drawings from the Contractor. No separate payment shall be made for this service, as all costs related thereto shall be deemed to be included in the related items.

### **PS 15.3 FINISHING AND TIDYING**

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

### **PS 15.4 SURVEY BEACONS**

No setting out of the pipeline route was done and is the sole responsibility of the Contractor. Setting out data is however supplied through the construction drawings. All proposed pipelines shall be parallel (at least 2,5 m away) to the existing yard boundaries. No separate payment shall be made for this, as all costs related thereto shall be deemed to be included elsewhere in the tendered rates.

### **PS 15.5 CONSTRUCTION MODUS OPERANDI**

Labour-based or labour-intensive construction may be defined as the economically efficient employment of as much labour as is technically feasible to produce as high a standard of construction as demanded by the specification and allowed by the funding available. In other words, projects based on labour-intensive principles aim at devoting the highest feasible proportion of projects costs to unskilled, semi-skilled and skilled labour without jeopardising the technical quality of the product demanded by the specification.

The following regulations must be adhered to so as to ensure that the construction methods used are labour intensive.

- i) The remuneration to local labour for hourly-rated employees and/or daily-based work shall be in accordance with the terms and conditions of the latest version of the Government Gazette or the requirements of the Employer as per Contract Data.
- ii) The name, identification number, task performed, and hours worked per day for each labourer shall be recorded by the Contractor. These records shall be submitted to the secretary of the Project Steering Committee on the second working day of each week following the recounted week.

The employment of local labour must be at least as per Contract Data.

**PS 15.6      LOCALLY BASED SUB-CONTRACTORS**

Tenderers are encouraged to utilise the services of locally based sub-contractors.

**PS 15.7      RATE ONLY ITEMS**

Provision is made in the Schedule of Quantities for Tenderers to price various items on a "Rate Only" basis. Tenderers are therefore informed that those prices tendered will be taken into consideration when adjudicating Tenders, although these tendered prices will not be reflected in the total amount tendered.

**PS 15.8      INSURANCE OF EQUIPMENT**

Although it is very quiet in the area of the Site, the Employer cannot guarantee that unrest will not break out in the vicinity of the Site. The Contractor is solely responsible for the insurance of his equipment against unrest and no claim in this regard will be recognised by the Employer.

**PS 15.9      FACTORY INSPECTIONS**

Factory inspections of the materials to be used on this contract will be done by the Engineer or one of his inspectors. Provision is made in the Schedule of Quantities for Tenderers to price for the liaison with the inspectorate.

**PS 15.10     SITE INSPECTIONS**

Site inspections of valves, steel pipes and specials and the linings and coatings of the pipes, field welds and repair work on the above will be done by the Engineer or one of his inspectors. Provision is made in the Schedule of Quantities for Tenderers to price for the liaison with the inspectorate.

**PS 15.11     SAFETY OFFICER**

A full time safety officer must be provided on site by the Contractor.

**PS 15.12     RECRUITMENT OF LABOUR**

Recruitment of local labour may only be done from the Labour Desk at the Municipality. The Contractor must keep a complete record of the costs and number of casual labourers involved in the project.

**PS 15.13     COMPLIANCE WITH REGULATIONS**

All equipment, including temporary works and, construction equipment, must comply with the requirements of the Occupational Health & Safety Act, 1983 and the Mines Health and Safety Act, 1996, as amended. The Contractor must meet all costs involved should alterations be necessary to secure compliance with the regulations mentioned.

**PS 15.14     CONNECTION TO EXISTING SERVICES**

These operations are to be done with the minimum amount of water spillage and must be done in close collaboration with the Engineer and the Employer, who must approve the arrangements before such tie-in is performed. Only eight hours are allowed to complete a tie-in. At least one week written notice of a tie-in must be given to the Employer.

**PS 15.15     EXPLOSIVES**

The Contractor must take special notice of Clause 5.1.1.3 of SASS 1200DA.

**PS 15.16 PIPELINE INSPECTIONS**

The Contractor shall provide a colour closed circuit television camera with video recorder and monitor for the Engineer to inspect the lining on the pipeline. The Contractor must programme this portion of the work in such a way as to provide the most economical situation. The equipment must be able to record visual material on standard data storage devices and side vision 90 degrees through 350 degrees radius. The system comprises a CCD colour camera with high resolution output, a 6 x zoom lens with auto or manual iris and focus and side view capabilities. The camera is connected to a steel reinforced cable which is rolled on a cable drum and in turn connected to a control unit with colour monitor and text generator.

**PS 15.17 DRAWINGS AND OPERATIONAL MANUALS**

Three sets of drawings and operating manuals of all valves, water meters, etc., must be supplied to the Employer by the Contractor.

**PS 15.18 FELLING OF TREES**

Trees which are indicated to be pruned and preserved shall not be damaged by the Contractor. A penalty of **R15 000** per tree will be imposed on the Contractor for felling or damaging any such tree.

## **PS 16 TRAINING**

### **PS 16.1 General**

A suitably capable Training consultant is to be employed on this project.

Their duty is to identify suitable persons and train them for the following:

- i) Employee Training - community-based labour
- ii) Employer Training - community-based contractors
- iii) Committee Training – maintenance and operation of the Works (this however falls outside the scope of this Contract)

This project is a project using community-based labour and community-based contractors as far as possible.

The Contractor using the necessary plant and labour as he sees fit shall carry out conventional construction. However, the Contractor may only bring in key staff from outside the area that has the necessary skills not available among the local community. Other than key staff, all other labour must be employed from the local communities. As a guideline, key staff would include general foreman, foreman, site managers, buyers, quantity surveyors, etc.

The Training Consultant will provide the necessary training so that the local labourers will have the necessary skills to carry out this work. In this respect, the contractor and the Training Consultant will have to work closely together to identify what skills are required, how many labourers in each trade are required and when this labour will be required, so that the necessary training can be given timeously.

Typical training that is envisaged at this stage includes shuttering, concrete work, reinforcing, team leaders, etc.

The other part of the Contract is work that will be carried out by community-based contractors.

The Training Consultant will identify persons, with the assistance of the Project Steering Committee, and train these persons to establish small community based contracting firms, who will employ local labour. These firms will tender to carry out this work and successful Tenderers will be appointed by the Contractor as nominated sub-contractors to execute this work.

Typical training that will be given by the Training Consultant is:

i) Community based contractors

- Preparation phase – using a calculator, numeracy, using a scale ruler, reading a building plan, handling administrative tasks in the building industry.
- Estimating and tendering – marketing the services of a company, seeking, selecting, collecting and studying tender documents, investigating and assessing a site, developing a bill of quantities from building plants, calculating the cost of a project, finalizing tender prices, completing and submitting a tender.
- Project planning - introducing to planning techniques, pre-tender planning, planning contract activities, contract planning, executing a contract programme.
- Executing the project - managing the finances of the company, managing materials, administering record systems, managing manpower, completion and handover.

ii) Community based labour

Local labour will be taught the following skills:

- Excavation if possible, bedding, selected backfill and backfill
- Pipe laying, valves and fittings
- Valve boxes, manholes, anchor blocks etc.

Again, the Contractor and Training Consultant will have to work closely together to identify what their requirements are and when this labour is needed.

Community based labour training will take place on site before actual production starts. No allowance needs to be made for wages, food or travelling during training.

Training of community-based contractors will take place at a central point. The Provincial Sum allowed in the Schedule of Quantities, makes allowance for travelling and meals for the training of community-based contractors.

## **PS 16.2 Construction and Materials Management**

This section applies only to work to be carried out by community-based contractors.

The contractor shall provide construction and material management to the community-based contractors. In this respect, each party has the following responsibilities.

i) Community Based Contractors

- To tender on the labour-based sub contract work and enter into a contract with the Contractor.
- To carry out the work according to specification and on time using community-based labour.
- To liaise and co-operate with the contractor regarding specifications, programme, progress, delivery of material, quality of work etc.
- To provide wheelbarrows, hand tools, clothing, safety equipment, etc. to enable his labourers to carry out the work. All material (pipes, fittings, valves, etc.) to be provided by the Contractor.

- To receive material required for the task, store it and provide the necessary security until the material is built into the works.
- To provide the necessary transport for this labour force.
- To carry out a task in its entirety until final approval and acceptance. In other words, there will be no split responsibility. For example, a community based contractor will excavate, provide the bedding, selected backfill, backfill, lay pipes, valves and fittings, build valve boxes, manholes, anchor blocks etc. and test the pipes in conjunction with the Contractor.
- To pay his labourers. VAT etc. and finalize the final account.

ii) Contractor

- In conjunction with the Training Consultant, establish the needs, training and programming of the work.
- To assist the Training Consultant in drawing up the agreements of association between the Contractor and the community-based contractors where applicable.
- To enter into nominated sub contracts with the community-based contractors.
- To provide the necessary skills transfer and construction management for the community-based contractors to successfully complete this work. This includes setting out of the work, quality control over the work, programming of the work, progress, testing and acceptance thereof.
- To provide the necessary materials to execute the work. This includes purchasing the required materials, transporting them to the camp site, storage at the campsite, transporting of materials as required from camp site to the sites of the various community-based contractors, handing over of the materials.
- To pay the community-based contractors as the work progresses and the Contractor must make allowance in his Tender for this. Retention monies will be as for this Contract. No sureties will be required from the community-based contractors.
- To measure the work and finalize the final account.
- Complete copies of the emerging contractor's contracts to be given to the Engineer for endorsement prior to the contract being signed.

Candidate selection would be according to the requirements for a particular discipline. A Certificate of Achievement should be awarded to a student who has attained a prescribed level of competency.

A provisional amount for training has been recorded in both sections under the Item "Training", in the Preliminary and General portions in the Schedule of Quantities.

**PS 17**      **APPLICABLE STANDARDISED SPECIFICATIONS**

Although not bound in nor issued with this document, the following standardised specifications shall form part of the contract and, notwithstanding the provisions of sub clause 2.2 of SANS 1200 A, the editions specified below shall apply:

SANS 1200 A	-	1986	General
SANS 1200 AB	-	1986	Engineers Office
SANS 1200 C	-	1986	Site Clearance
SANS 1200 D	-	1988	Earthworks
SANS 1200 DA	-	1988	Earthworks (Small Works)
SANS 1200 DB	-	1989	Earthworks (Pipe Trenches)
SANS 1200 G	-	1982	Concrete (Structural)
SANS 1200 GA	-	1982	Concrete (Small Works)
SANS 1200 L	-	1983	Medium Pressure Pipelines
SANS 1200 LB	-	1983	Bedding (Pipes)

The newest additions of above specifications up to and including the month of this tender will prevail.

**PS 18**      **PARTICULAR SPECIFICATIONS**

In addition the applicable Particular Specifications as set out in Portion 2.2, which are bound in this document, shall apply to this contract.

## C5.2

### PROJECT SPECIFICATION

#### PORTION 2 INTERPRETATIONS AND VARIATIONS TO STANDARDISED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

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##### C5.2.1

#### PORTION 2.1 INTERPRETATIONS AND VARIATIONS TO STANDARDISED SPECIFICATIONS AS SHOWN UNDER CLAUSE PS-17

This portion contains essential clauses and data and additional clauses required to supplement and augment the Standardized Specifications to suit the nature of this 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.

## **SANS 1200 A: GENERAL**

### **A 3 MATERIALS**

#### **PS A 3.1 QUALITY**

Substitute the second sentence of the first paragraph of A 3.1 with the following:

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark. All materials used in the Works shall, where such a mark has been awarded for a specific type of material, bear the SABS mark.

Substitute the second paragraph with the following:

The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the relevant minimum requirements and all such costs shall be deemed to be included in the tendered rates. The cost of control tests done by the Engineer and of which the results do not comply with the minimum requirements shall be for the Contractor's account.

The Contractor shall inform the Engineer of any control testing to be done at least 48 hours before such tests are required and must allow in his program for the time necessary for the tests and the processing of the results thereof.

The handling, storage, transport, and erection of equipment, machinery, and materials shall be strictly in accordance with the requirements of the supplier and/or manufacturer.

All materials shall be new and of the best quality available unless otherwise specified. They must function satisfactorily under prevailing climate and weather conditions at the place of installations.

#### **PSA 3.3 APPLICABLE STANDARDS FOR CEMENT (ADDITIONAL SUB CLAUSE)**

The standard cement specifications SASS 471, SASS 626, SASS 831 and SASS 1466 have been withdrawn and are replaced by the new SABS ENV 197-1: Common cements, and SASS ENV 413-1: Masonry cement. These specifications will be applicable to this contract, and the descriptions and types of cements specified, will be based on the designations as defined in these specifications.

### **A 4 PLANT**

#### **PS A 4.2 Contractor's Offices, Stores and Resources**

Add the following to A 4.2:

The Contractor shall provide room space in his office to accommodate a satisfactory first aid kit. The kit shall include adequate supplies of medicines, bandages, drugs, etc. to provide efficient first aid treatment as prescribed by the OHS act, Act 85/1993. The Contractor is at liberty to provide such other medical facilities as he may deem necessary.

Payment for this item is to be included under "Offices and Storage Sheds" under "Facilities for Contractor" in Preliminary and General.

The Contractor's camp shall be kept neat and clean at all times and all surplus or rejected material shall be removed from the site.

### **PS A 4.3 Hand Tools**

The contractor shall provide and maintain all hand tools required for the execution of the Works.

### **PS A 4.4 Restriction on Employee Accommodation (Additional sub-clause)**

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.

With the exception of a night watchman no employees may be housed or accommodated or allowed to sleep over on the Site of the Works.

The Contractor shall provide the necessary ablution facilities at his campsite and on the Site of the Works for the use of his employees. Only chemical toilets will be allowed.

## **A 5 CONSTRUCTION**

### **A 5.1 SURVEY**

#### **PS A 5.1.1 Setting Out Of The Works**

Substitute the first sentence in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from the layouts given to him. The proposed network pipes must be placed 2,0m (or as indicated on the drawings) away from the erf boundaries in the road reserve. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer, shall be the sole responsibility of the Contractor. *The exact position of the network pipes shall be determined on site in conjunction with the Engineer and must be approved before construction of the specific section starts.*

The Engineer may alter any part of the works to suit local conditions. The Contractor must therefore contact the Engineer immediately after the preliminary setting out of any part of the works before starting with detail setting out, or construction. Only after the Engineer has approved a specific site or part of the works, may the detail setting out and construction commence.

### **PS A 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS**

Add the following to A 5.2:

The crossing of existing tar and dirt roads must be done in half widths, while the total traffic is accommodated on the other lane.

Road traffic signs shall comply with the requirements of the "South African Road Traffic Signs Manual" and shall be approved by the Engineer before construction commences.

### **PSA-5.8 Ground and access to works**

#### **• Add the following:**

On completion of operations the Contractor shall restore the ground surface, wherever it may have been disturbed, to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and, where necessary, planting grass and shrubs as may be required.

## **A 7 TESTING**

### **PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS**

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

## **A 8 MEASUREMENT AND PAYMENT**

### **A 8.2 PAYMENT**

#### **PS A 8.2.1 Fixed-Charge and Value-Related Items**

The tendered amounts for fixed-charge and value-related items will not be increased, if extension of time for the completion of the works is awarded.

#### **PS A 8.2.2 Time-Related Items**

The tendered amount for a time-related item will be increased; if an extension of time for the completion of the works is awarded on the condition that the activity related to the item tendered for must be sustained during the extended period.

The ratio between the increased amount for a time-related item and the tendered amount must be the same as the ratio between the extension of the time period for the completion of the works and the original time period allowed for completion of the works.

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.

### **A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS**

#### **PS A 8.3.3 Other Fixed-Charge Obligations**

This item as listed under Schedule A of the bill of quantities is as specified in the standardised specification SANS 1200 A.

### **A 8.4 SCHEDULED TIME RELATED ITEMS**

#### **PS A 8.4.5 Testing**

**Unit : Sum**

The cost of all sampling and testing executed by the Contractor or approved laboratory must be included in the amount for other time related items and no separate payment shall be made for this. This condition also relates to the placing, curing and testing of concrete cubes.

## **A 8.5 SUMS STATED PROVISIONALLY BY ENGINEER**

### **1.4.5 Community Liaison Officer**

**Unit: P.Sum**

The Contractor must pay a salary to a person appointed as the Community Liaison Officer for the project. The amount of payment and payment dates will be determined as soon as the Community Liaison Officer is appointed.

### **PS A 8.5(a)2 Overheads, charges and profit on (1) above**

**Unit: %**

Handling cost and profit in respect of sub-item 8.5(a) 1. A percentage of the payment made to the Community Liaison Officer will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the Community Liaison Officer. No payment will be made under this item before payment to the Community Liaison Officer.

### **PS A 8.5(b)1 Training**

**Unit: P.Sum**

Provisional sum for training services supplied by the Training Company. The name and contact details of the Training Company, to be appointed by the Contractor, will be supplied to the Contractor by the Employer or Engineer.

### **PS A 8.5(b)2 Overheads, changes and profit on (1) above**

**Unit: %**

Handling cost and profit in respect of sub-item 8.5(b) 1. A percentage of the payment made to the Training Company will be paid to the Contractor. The rate shall cover the Contractor's overheads, changes, and profit on payments for the Training Company. No payment will be made under this item before any payment is made to the Training Company.

### **PS A 8.5(c)2 Overheads, changes and profit on (1) above**

**Unit : %**

Handling cost and profit in respect of sub-item 8.5(c) 1. A percentage of the payment made to the "Sub-contractor" will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the item 8.5.(c)1. No payment will be made under this item before payment to 8.5.(c)1.

### **PS A 8.5(d)1 Health and Safety Consultant for Safety Audits supplementation by a specialist sub-contractor / supplier approved by client**

**Unit: P.Sum**

### **PS A 8.5(d)2 Overheads, changes and profit on (1) above**

**Unit: %**

Handling cost and profit in respect of sub-item 8.5(d) 1. A percentage of the payment made to the "Sub-contractor" will be paid to the contractor. The rate shall cover the Contractor's overheads, charges, and profit on payments for the item 8.5.(d)1. No payment will be made under this item before payment to 8.5.(d)1.

## **PS A 8.7 DAYWORK**

Replace A 8.7 with the following:

Daywork will be paid according to the percentage allowance method. For calculating the total remuneration, the General Conditions of Contract for Construction Works, 2015 shall apply, with the amendments as in the appropriate special conditions of contract, which is bound into this document. A daywork schedule will be provided for filling in the necessary information.

**A 8.8 TEMPORARY WORKS**

**PS A 8.8.2 Accommodation Of Traffic**

**Unit : Sum**

Add the following to A 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, for the construction, gravelling and maintenance of access roads and detours to the site of the works, borrow pits or spoil sites, as well as for the later removal or the cleaning and tidying up thereof.

## **SANS 1200 AB : ENGINEER'S OFFICE**

### **AB 3 MATERIALS**

#### **PS AB 3.1 NAME BOARDS**

Substitute "South African Institution of Civil Engineers" in the first paragraph of AB 3.1 with "Consulting Engineers South Africa".

#### **PS AB 3.2 OFFICE BUILDING**

Replace AB 3.2 with the following:

Prior to commencing with work, the contractor shall provide and furnish for the use of the engineer's representative and his staff one office (3.0 x 6m Wendy House Type with 1.5m veranda) in an approved position. The Engineer will indicate the position. All plans shall be submitted to the engineer for approval, before the commencement of erection.

The office with a minimum floor area of 18m<sup>2</sup> (the smaller dimension at least 3.0m) with a ceiling height of minimum 2.1m, shall also have one toilet apart from the office building for the exclusive use of the engineer's representative.

The office shall be provided with lined walls, boarded ceilings, floor, approved floor covering, suitable security door with secure locks, burglar bars at all windows, security gate at the door, approved florescent lighting, power supply, a minimum of four electrical plugs, air conditioner to cool 40m<sup>3</sup> and furnishings. The office shall be ventilated, weather proof and waterproof and shall have windows with an area to at least 20% of the floor area. The office shall be insulated to provide comfortable working conditions.

Internal furnishings shall include:

- One desk (1,5m long x 1,0m wide x 0,9m high) with lockable drawers with keys.
- One drawing table (1,5m long x 1,0m wide x 0,9m high).
- Twelve desk chairs.
- One boardroom type table (3,0m long x 1,2m wide x 0,9m high) with smooth top.
- One steel cupboard.
- One steel filing cabinet.

### **AB 4 PLANT**

#### **PS AB 4.1 TELEPHONE AND FAX**

Replace AB 4.1 with the following:

The Contractor shall supply the Engineer with a cellular telephone service for the exclusive use of the Engineer and Engineers Representative for official purposes for the duration of the contract.

## **AB 5 CONSTRUCTION**

### **PS AB 5.1 NAME BOARDS**

Add the following to AB 5.1:

The name boards shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Engineer. Any damage to these boards shall be repaired within seven days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the name boards.

The Contractor will be permitted to erect a maximum of two of his own name boards, in positions approved by the Engineer. The Engineer reserves the right to order the removal of these boards if they are not kept in good repair.

### **PS AB 5.5 SURVEY ASSISTANTS**

Substitute "two or more suitably educated survey labourers" in the first sentence of PS 5.5 with "two semi-skilled labourers."

### **PS AB 5.6 SURVEY EQUIPMENT**

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one tachometer capable of reading to minimum 20 seconds and maximum 6 seconds of arc, plus tripod;
- b) one automatic level plus tripod;
- c) two tachometer staffs and one level staff, all graduated metrically;
- d) one 10m Stanley and one 100 m Stanley fibre tape measure; and
- e) diverse surveyor's necessities like paint, pegs, etc.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

**AB 8 MEASUREMENT AND PAYMENT**

**AB 8.2 PAYMENT**

**PS AB 8.2.2(a) Office buildings**

**Unit : Sum**

The rate shall cover all time-related costs pertaining to the office building as prescribed in PS AB 3.2.

**PS AB 8.2.2(b) Telephone and fax**

**Unit : Sum**

The rate shall cover all time-related costs pertaining to the telephone and fax as prescribed in PS AB 4.1.

**PS AB 8.2.2(c) Name boards (2 off)**

**Unit : Sum**

The rate shall cover all time-related costs pertaining to the name board/s as prescribed in PS AB 5.1.

**PS AB 8.2.2(d) Survey assistance and equipment**

**Unit : Sum**

The rate shall cover all time-related costs pertaining to the survey assistants and equipment as prescribed in PS AB 5.6.

## **SANS 1200 C : SITE CLEARANCE**

### **C 3 MATERIAL**

#### **PS C 3.1 DISPOSAL OF MATERIAL**

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing shall be disposed of at the site indicated at the site inspection. If such a site is indicated at tender stage, the cost of transporting material and debris will be included under 8.2.1.

Loading and off-loading should be done by hand and the contractor must price accordingly under item 8.2.1.

### **C 5 CONSTRUCTION**

#### **PS C 5.1 AREAS TO BE CLEARED AND GRUBBED**

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to a 2,5m wide strip along the pipe route. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

The Contractor may proceed with clearing and grubbing after the handing over of the site.

#### **C 5.2 CUTTING OF TREES**

##### **C 5.2.3 Preservation of Trees**

###### **PS C 5.2.3.2 Individual trees**

- Change the sub item 5.2.3.2 as follow:

The Contractor shall inform the Engineer before the clearance of the pipeline routes and the Pumping Station sites commences. All the trees indicated by the Engineer to the Contractor shall be preserved and left standing. An amount of **R15 000** shall be deducted from due monies to the Contractor as a penalty in respect of every such tree that is damaged or" removed unnecessarily.

#### **PSC 5.6 Conservation of Topsoil**

- Add the following:

"150mm Topsoil shall be preserved for the width of the pipe trench. Where topsoil occurs on pipe routes, the Engineer will instruct to the removal and replacement and measurement will be as per SANS 1200 DB.

At borrow pits the Contractor shall stockpile and maintain the topsoil adjacent to such positions for later use in reinstatement of the borrow areas."

**PS C 5.9      EXISTING FENCING**

The fencing parallel to the pipeline routes must only be removed and re-erected at the positions as indicated and approved by the Engineer and repaired where it was damaged. When the pipeline routes cross fencing or gates temporary wire gates must be provided that must be kept closed. After completion of the work these fences or gates must be repaired to the same condition as before commencement of the work.

**C 8 MEASUREMENT AND PAYMENT**

**C 8.2            SCHEDULED ITEMS**

**PS C 8.2.1      Clear and grub**

**Unit : ha or m or km**

- Change the sub item 8.2.1 as follow:

The area designated by the Engineer to be cleared and grubbed will be measured to the nearest 0,1ha or, in the case of pipelines where the width is specified, to the nearest metre or kilometre. The rate shall cover the cost of clearing the surface, removing boulders of size up to 0,5m<sup>3</sup>, grubbing trees and tree stumps up to 3,5m high and <1m in Ø, cutting of trunks and branches exceeding 0,5m in girth into transportable lengths, backfilling of cavities, demolishing structures (except where otherwise provided for in the project specification) and removing, transporting (except where sub clause 8.2.9 is applicable), and disposing of material thus cleared, grubbed, cut and demolished. Boulders over 0. 5m<sup>3</sup> will be dealt with as hard rock excavation.

## SANS 1200 D : EARTHWORKS

### D 3 MATERIALS

#### D 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

##### PS D 3.1.1 Method of Classifying

Substitute D 3.1.1 with the following:

The Contractor may use any method he chooses to excavate any class of material, but his chosen method of excavation shall not determine the classification of the material. The Engineer shall classify excavated materials as Soft and Rock. The classification will be based on inspection of the material to be excavated and on the criteria of Table 1 in PS DB 3.1.2. All excavation equipment shall be in good mechanical condition. "Economically fragmented and loosened" and "efficiently" shall mean "in a manner that can be reasonably be expected of the Contractor, having regard to the production achieved."

##### PS D 3.1.2 Classes of excavation

Replace sub clause 3.1.2 with the following:

Excavation of materials is classed as Soft excavation and Hard Rock excavation as per Table 1 below. Hard rock will be measured individually as extra-over items.

**TABLE 1: CLASSIFICATION OF MATERIALS**

CLASSIFICATION	DESCRIPTION
Soft	All material other than rock
Rock	Material, including boulders, which cannot be economically fragmented and loosened for removal by hand implements and pneumatic tools, except by drilling and blasting or the use of rock breaking equipment.

- 1) Soft material shall be excavation in all material that can be efficiently excavated by a 20ton excavator with a tined bucket or be ripped by a bulldozer of mass 35 ton, with of a flywheel power of approximately 220 kW, fitted with a single-tine ripper suitable for heavyripping.
- 2) Soft material in restricted and general excavation shall be material that can be excavated by back-acting excavator (TLB type) with a flywheel power exceeding 0,1 kW per millimetre of tined-bucket width or material that requires pneumatic equipment without blasting.

In the event of disagreement between the Contractor and the Engineer, the Engineer shall reclassify the material in accordance with relevant specifications and without being unreasonable to the Contractor. The decision of the Engineer on the classification shall then, subject to the provisions of the Contract, be final and binding.

The Contractor shall notify the Engineer of the presence of what he considers to be rock immediately upon discovery thereof. The Engineer will inspect the material and decide whether or not it warrants the use of pneumatic tools or rock breaking equipment. In the case of isolated boulders set in a soil matrix, the Engineer may order the Contractor to either widen the excavation or roll the boulders sideways or lift the boulders out from the trenches.

In the event that the Engineer decides that the use of pneumatic tools, rock breaking equipment, or blasting is necessary, he will classify the material accordingly and arrange for the quantity thereof to be measured. The Construction Manager will supply necessary pneumatic equipment and arrange for others to break up rock into manageable pieces.

### **D 3.3 SELECTION**

#### **PS D 3.3.1 General**

Substitute the second paragraph of D 3.3.1 with the following:

The Contractor shall deal selectively with material from general excavation. Any imported material in road reserves that do not comply with the minimum requirements for the respective layers, shall be removed, and replaced with suitable material, all at the Contractor's expense.

The Contractor shall deal in such a way with materials from all excavations for pipe trenches to ensure that usable material is not contaminated with unsuitable material. If usable material is contaminated, such contaminated material shall be removed and replaced with suitable material, all at the Contractor's expense. No additional payment shall be made in respect of this and all relevant costs shall be deemed to be included in the tendered rates.

All unsuitable material shall be removed prior to importing fill material in such areas.

### **D 5 CONSTRUCTION**

#### **D 5.1 PRECAUTIONS**

##### **PS D 5.1.2.1 Barricades and Lighting**

The Contractor's attention is drawn to the fact that pipelines must be constructed under access roads. The Contractor must arrange his work in order to assure free flow of traffic. No additional payment for any discomfort, extra costs, or delaying as a result of the provision of this facility will be made except for the items as allowed under PS A 8.8.2.

##### **PS D 5.1.2.2 Detection, location and exposure**

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings, but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction. After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

A minimum of three trial cross trenches per street block must be excavated by hand perpendicular to the pipeline route to establish the position of existing services and the final portion of the network pipeline.

All services must be located and opened for inspection by the Engineer before commencing trench excavation. Any costs or losses suffered by the Contractor as a result of not abiding by this specification will be for the Contractor's account.

**PS D 5.1.4.1 Dust nuisance**

Add the following to D 5.1.4.1:

The Contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on all parts of the site and at all times from the date of handing over of the site to the completion date of the contract. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tendered rates.

**PS D 5.1.6 Road Traffic Control**

Add the following to D 5.1.6:

- a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- d) Danger tape must be put up between drums and tied around the drums.
- e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.
- f) Sufficient safety measures must be utilised for pedestrians.
- g) Vehicular and pedestrian access must be maintained to all stands, businesses, etc. at all times.

**D 5.2 METHODS AND PROCEDURES**

**D 5.2.2 EXCAVATION**

**PS D 5.2.2.2 Borrow Pits**

The contractor must construct and maintain at his own cost the necessary access roads and borrow pits. The position of borrow pits must be approved by the Engineer before opening up the borrow pits.

**PS D 5.2.2.3 Disposal**

Substitute the second sentence of D 5.2.2.3 with the following:

All surplus and unsuitable material shall be dumped and neatly finished off in the area pointed out for this during the site inspection.

### **PS D 5.2.3.2(b) Backfilling**

Add the following to D 5.2.3.2 (b):

The backfilling of excavations along the perimeter of valve chambers, etc. to provide workspace for vertical shuttering must be placed in  $\pm 200$ mm layers and compacted to 90% Mod. AASHTO with material from the excavation or with material from approved borrow pits. This backfilling is not measured separately but is included in the tariff for the chambers.

## **D 8 MEASUREMENT AND PAYMENT**

### **D 8.3 SCHEDULED ITEMS**

#### **D 8.3.3 Restricted Excavation**

The excavation of the valve chamber, stand posts, etc. is not measured separately and is included in the tariffs of the chambers.

**SANS 1200 DA : EARTHWORKS (SMALL WORKS)**

**PS DA EARTHWORKS (Small Works)**

**PS DA 3 MATERIALS**

**PS DA 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES**

**PS DA 3.1.1 Method of Classifying**

Substitute DA 3.1.1 with:

The method of classifying will be as specified in sub clause 3.1.1 of SANS 1200 D.

**PS DA 3.1.2 Classes of Excavation**

Substitute DA 3.1.2 with:

The classes of excavation will be as specified in sub clause 3.1.2 of SANS 1200 D.

**PS DA 8 MEASUREMENT AND PAYMENT**

**PS DA 8.1 Basic Principles**

- Replace sub clause 8.1.3 with the following:

No allowance will be made in the excavation for working space. The contractor shall include for working space for outside formwork in rates.

## **SANS 1200 DB : EARTHWORKS (PIPE TRENCHES)**

### **DB 3 MATERIALS**

#### **DB 3.1 CLASSES OF EXCAVATION**

Substitute DB 3.1:

The excavation of material will, for the purpose of measurement and payment, be classified as specified in sub clause 3.1.1 of SANS 1200 D.

#### **PS DB 3.5 BACKFILL MATERIALS**

- Replace sub clauses 3.5 with the following:

All backfilling of pipe trenches shall comply with sub-clauses 3.5(a) and 5.7.1, except the backfilling in trafficked areas as shown on the drawings which conform to sub-clause 3.5(b) and sub-clause 5.7.2. It shall also comply with clause 3.16 of Particular Specification PG.

#### **PS DB 3.7 SELECTION OF MATERIAL FOR REPAIR WORK**

If the excavation of a pipeline damages an existing road surface, the Contractor must stockpile material from the top 200mm of such a road surface in order to reuse it as sub base for the repairing of the road crossing.

If necessary gravel material that is suitable for the reparation of road surfaces must be imported.

The Contractor must make provision in his tariffs for compaction in road reserves for the selection of excavated material as specified above.

### **DB 4 PLANT**

#### **PS DB 4.1 EXCAVATION EQUIPMENT**

Add the following to DB 4.1:

An adequate number of suitable tools, including hand stampers, wheelbarrows and hosepipes shall be provided by the Contractor. The Contractor will supply mechanical compaction equipment and when required pneumatic and rock breaking equipment.

All excavations exceeding the specified widths shall be backfilled with approved selected material. No payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

### **DB 5 CONSTRUCTION**

#### **DB 5.1 PRECAUTIONS**

##### **PS DB 5.1.1.1 Water in Trenches**

Water in pipe trenches may cause movement of the pipes as a result of flotation and backfilling must therefore be executed as quickly as possible. If movement of the pipes does occur the contractor must, unless otherwise instructed by the Engineer, remove the pipes from the trench and reinstall it at his own expense.

- Add the following sub clause 5.1.5:

**PS DB 5.1.5**     **Open Trenches**

Unless otherwise permitted in writing by the Engineer, not more than 1000m of trench in anyone place shall be opened in advance of the completed pipeline. No trench may be left open for any period exceeding 2 weeks. No extra payment will be made for trenches closed and subsequently re-opened in terms of this clause.

Where a pipe crosses a road, the trench shall be backfilled immediately the service has been installed and all works shall be completed within one week of commencement of excavation. The pipe shall be laid in two sections across the roadway to obviate the flow of traffic. Only one lane of traffic may be closed to the public at a time.

**PS DB 5.4**     **EXCAVATION**

Add the following to DB 5.4:

“Excavation and backfilling of pipe trenches on sidewalks in the residential area shall be done in such a manner as to ensure the least possible disruption to the public and access to the properties. No additional payment shall be made for this and all relevant costs shall be deemed to be included in the tendered rates.

**PS DB 5.5**     **TRENCH BOTTOM**

Substitute "90 %" in the second paragraph of DB 5.5 with "93 %".

**PS DB 5.5.1**     **Over Excavation of Trenches**

Where pipe trenches are excavated deeper than specified or shown on the drawings, these excavations must be backfilled with suitable approved selected material in layers of not more than 150mm un-compacted thickness and must be compacted to the thickness of the adjoining in-situ material or as prescribed by the Engineer.

**DB 5.6**     **BACKFILLING**

**PS DB 5.6.1**     **General**

Backfilling in road reserves must be compacted in 100mm layers up to natural ground level.

Where prescribed by the Engineer all surplus material must be neatly piled over the real trench width to a height not more than 150mm higher than the adjoining level.

**PS DB 5.6.3**     **Disposal of Soft Excavation Material**

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in DB 5.6.3 shall be disposed of at the spoil site, (as described in PS D 5.2.2.3) and levelled.

**DB 5.7            COMPACTION**

**PS DB 5.7.2      Areas Subject To Traffic Loads**

Add the following to DB 5.7.2:

All pipe trenches within road crossings, accesses to services, farms and camps that fall within the road reserve, will be regarded as areas subject to traffic loads. Backfilling of trenches that are subject to traffic loads will be executed in layers of 100mm as follows:

<b>Item</b>	<b>% mod AASHTO</b>	<b>Final Layer Thickness</b>
Approved Backfill	93%	200mm
Main Backfill up to road layers	96%	200mm
Sub-base	97%	200mm
Base	98%	175mm

**DB 5.9            REINSTATEMENT OF SURFACE**

**PS DB 5.9.2      Private Property and Commonage**

Add the following to DB 5.9.2:

Gardens and lawns shall be repaired to the original standard where they were crossed. Grass and plants shall be taken out of the ground, temporarily stocked, watered during construction, and replanted after backfilling.

**PS DB 7           TESTING**

- Add the following to sub clause 7.1:

**PS DB 7.1**        "The Contractor shall test compaction density on all backfill of the pipelines as stated under clause 7.2.6 of Particular Specification PG".

**DB 8    MEASUREMENT AND PAYMENT**

**DB 8.2            COMPUTATION OF QUANTITIES**

**PS DB 8.2.4      Shoring**

Add the following to DB 8.2.4:

Shoring will only be measured and paid for, if the Engineer gives written approval before it is installed.

**DB 8.3 SCHEDULED ITEMS**

**PS DB 8.3.2 Excavation**

**PS DB 8.3.2(a) Excavate in all materials for trenches on specified sites, backfill, compact & dispose of surplus material within 5km free haul distance for pipes: Unit : m**

Add the following to D 8.3.2(a):

The depth of excavation in street reserves shall be measured from the final finished level.

In cases where services lay parallel to steep slopes, the depth of the excavation will be measured along the centre of the trench (on the route of the service).

**PS DB 8.3.2(b) Extra-over item (a) above for Unit : m<sup>3</sup>**

Delete "Intermediate excavation".

**PS DB 8.3.2(c) Excavate Unsuitable Material From Trench Bottom Unit : m<sup>3</sup>**

Delete "within free haul distance" and replace with "within 5km from an excavation".

**PS DB 8.3.2(d) Excavate by hand and expose existing services Unit : m<sup>3</sup>**

The rate shall cover all aspects of identifying, opening and closing of the existing service.

**DB 8.3.3 Excavation Ancillaries**

**PS DB 8.3.3.3 Compaction in Road Reserves Unit : m<sup>3</sup>**

Add the following to DB 8.3.3.3:

This item is only applicable to the main fill above the bedding and fill blanket.

**PS DB 8.3.4 Particular Items**

**(a) Shore trench opposite structure or services Unit : m**

Add the following to DB 8.3.4(a):

The tariff for shoring must also make provision for the difference in the tariff for excavation.

Delete DB 8.3.4(b) and replace with the following:

**(b) Temporary works: Control water inflow Unit : m**

The tendered rate for the effective control of ground water shall cover for all equipment, plant, material as well as the labour involved to use the well points, pumps and pipes, etc. to control the ground water before and during excavation. The rate shall also cover the maintenance of the equipment for the total contract period.

Payment for this item will only be made if the Contractor used well points and pumps to control ground water before or during excavation and measurement will be done on the length of pipe laid in trenches where ground water control had been applied.

**DB 8.3.5 Existing Services That Intersect Or Adjoin A Pipe Trench**

**PS DB 8.3.5(a) Services that intersect a trench**

**Unit : No**

Add the following to DB 8.3.5(a):

Existing services with a depth of cover exceeding 300 mm, measured from the bottom of excavation to the top of the existing service shall not be measured and paid for. There will be distinguished between existing trunk services and existing erf connections.

The rate shall also allow for the following costs:

- i) Sufficient photos have to be taken of existing services and handed over to the Engineer before they are being crossed, if there is a possibility of a difference in opinion over the condition of those services, especially on private property.
- ii) If such a service is damaged, it has to be repaired to its original condition or if possible, to a standard agreed to in writing with the relevant owner. This agreement has to be approved by the Engineer.
- iii) If such a service is removed, it has to be replaced as per original.

**PS DB 8.3.5(b) Services that adjoin a trench**

**Unit : No or m**

Add the following to DB 8.3.5 (b):

The unit "number" will only be used for services such as poles and trees.

The cost for shoring shall be deemed as covered by the listed items and no additional payment will be made for this.

No payment will be made for overhead services that do not directly rest on the ground except where allowance is made for this in the bill of quantities.

Existing services that rest directly on the ground e.g. poles, trees, walls, and structures are handled in the same way as underground services, but the axle of the service will be determined as follows:

The vertical axle is defined as the nearest side or corner of the existing structure to the excavation, measured at the point where the structure and natural ground level intersect.

The horizontal axle will be at the point where the structure and the natural ground level intersect. In this instance, where the excavation falls above the 45° line but within 1,0 meter horizontally from the structure, the service will also be measured as adjoining.

If the structure, according to the abovementioned, does not qualify as an adjoining service but the foundation of the structure is such that if a 45° line drawn from the nearest bottom corner thereof cuts through the excavation, the structure will be measured as an adjoining service **if approved by the Engineer**.

If there is more than one service adjoining the same trench and such a service is on the same side of the trench, payment will only be made for the nearest service to the trench, or if they are the same distance from the trench for the top one. The maximum number of services that will be paid for, is therefore one on each side.

There will be distinguished between existing trunk services and existing erf connection.

**DB 8.3.6 Finishing**

**PS DB 8.3.6.1 Reinstate road surfaces complete with all courses**

**Unit : m<sup>2</sup>**

Replace DB 8.3.6.1 with the following:

a) Gravel

Unit : m<sup>2</sup>

The area will be calculated from the length of finished road or paved surfaces as applicable and with the trench width taken as 0,8m. Payment for finishing will be additional to that for excavation covered by 8.3.2.

The rate shall cover the cost, selective excavation (including the equipment that is required to break up, remove and, if necessary, stockpile the original surface material), and subsequently of reinstating and compaction and shall include the cost of delays and the cost of any risk of having to repair damage as specified in DB 5.10. Compaction to be according to PS DB 5.7.2.

## SANS 1200 G: CONCRETE (STRUCTURAL)

## SANS 1200 GA: CONCRETE (SMALL WORKS)

## PS G/PS GA 3 MATERIALS

### PS G/PS GA 3.1 APPROVAL OF MATERIALS

Substitute “in good time” with “within 14 days of site handover” in the first sentence.

### PSG/PSGA 3.2 CEMENT

#### PS G/PS GA 3.2.1 Portland Cement and Slagment

Substitute G 3.2.1 with the following:

“Where reference is made in this specification or the standard specifications to the cement specifications, e.g. SABS 471: Portland cement and rapid hardening Portland cement, it shall be replaced with the new specification:

#### **SABS ENV 197-1: Cement-composition, specifications and conformity criteria.**

Part 1: Common cements.

Furthermore, where reference is made in this specification or the standard specifications to the different cement types, the following new names/types shall apply:

Old product nomenclature	Typical new product nomenclature	
	Cement type	Cement strength class
OPC	CEM I CEM I	32,5 32,5R
RHC	CEM I CEM I	42,5 42,5R
LASRC	No provision made	No provision made
PC15SL	CEM II/A-S CEM II/A-S CEM II/A-S	32,5 32,5R 42,5
PC15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	32,5 32,5R 32,5 32,5R
RH15FA	CEM II/A-V CEM II/A-V CEM II/A-W CEM II/A-W	42,5 42,5R 42,5 42,5R
PBFC	CEM III/A CEM III/A	32,5 32,5R
PFAC	CEM II/B-V CEM II/B-W	32,5 32,5
RH30SL	CEM II/B-S CEM II/B-S	32,5R 42,5
RH40SL	CEM III/A CEM III/A	32,5R 42,5

CEM I 32,5, CEM II A-S 32,5, CEM II/A-V 32,5, or CEM III A may be used for the manufacture of reinforced concrete members.”

### **PS G/PS GA 3.2.3 Storage of cement**

Add the following to G 3.2.3:

Cement supplied in bags shall be arranged in such a way that it is used in the order in which it was delivered to site. The bags shall be closely stacked to a height not exceeding 12 bags. Bags shall not be stacked against the outside walls. The cement storage facility shall be weatherproof and provided with a damp proof floor, which shall be covered by a heavy duty plastic sheet. Brand and/or types shall be stored together and not mixed in a stack.

Cement shall not be kept in storage for longer than ten weeks from the date of manufacture without the Engineer's permission. If the cement is older than ten weeks it may be removed from site by order from the Engineer. Alternatively the Engineer can alter the mix design for use in concrete or the use thereof in concrete intended for less critical importance, as in blinding layers.

For the estimation of the storage facility it can be assumed that 20 bags of cement can be stored in one (1) cubic meter with a floor load of 25kN/m<sup>2</sup>.

### **PS G/PS GA 3.4 Aggregates**

#### **PS G/PS GA 3.4.2 Use of Plums**

- Amend sub clause 3.4.2 as follow:

"The use of plums as aggregate in structures is not be allowed".

### **PSG/PSGA-3.5 Admixtures**

#### **PSG/PSGA-3.5.1 Approval of Admixtures Required**

- Amend sub clause 3.4.2 as follow:

"No admixtures or additives will be allowed in any concrete mix."

### **PS G/PS GA 5 CONSTRUCTION**

#### **PS G/PS GA 5.4 Pipes and Conduits**

- Replace sub clause 5.4 as follow:

"Except with the written approval of the Engineer, no pipes other than those shown on the drawings shall be embedded in the concrete, and the approval of the Engineer for the position of all services to be embedded shall be obtained before concreting commences. The clear space between pipes of any kind embedded in reinforced concrete and the clear space between such pipes and reinforcement shall not at any point be less than:

- a) 40mm or,
- b) 5 mm plus the maximum size of coarse aggregate, whichever is the greater

**PS G/PS GA 5.5      Concrete**

**PS G/PS GA 5.5.1      Quality**

**PS G/PS GA 5.5.1.5 Durability**

The exposure conditions for structures will be deemed to be "severe".

**PS G/PS GA 5.5.1.6      Prescribed Concrete Mix**

- Replace sub clause 5.5.1.6 as follow:

"No prescribed concrete mix will be used in this contract."

**PS G/PS GA 5.5.1.7 Strength Concrete**

- Replace sub clause 5.5.1.7 as follow:

"The strengths of the various concretes required are detailed on the drawings. The maximum size of aggregate must be suited to the work in hand and is subject to the Engineer's approval."

**PS G/PS GA 5.5.3      Mixing**

**PS G/PS GA 5.5.3.2      Ready-Mixed Concrete**

- Replace sub clause 5.5.3.2 as follow:

"Ready mixed concrete will only be permitted with written approval of the Engineer and if so, the test results obtained by such a production will NOT be part of the quality control system."

**PS G/PS GA 5.5.5      Placing**

- Amend sub clause 5.5.5.9 as follow:

"The pumping of concrete will not be permitted."

**PS G/PS GA 5.5.8      Curing and Protection**

- Amend sub clause 5.5.B(a) as follow:

"The roofs of reservoirs shall be watertight and the Contractor shall cure the roof slab as follows:

Within 12-to 24 hours after completion of the pour the Contractor is to build a one-brick high up stand around the perimeter of the pour. Upon completion of this up stand it is to be filled with water. This water is to be supplemented as evaporation occurs and is to remain for seven days after which it can be allowed to evaporate.

## **PS G/PS GA 5.5.10 Concrete Surfaces**

- Add the following sub clauses to sub clause-5.5. 10:

### **PS G/PS GA 5.5.10.4 Surface Finishes**

#### **PS G/PS GA 5.5.10.4.1 Shuttered Surfaces**

Immediately following the removal of the forms, all fins and irregular projections shall be carefully removed from all surfaces. Any cavities in the concrete surface, caused by form ties, honeycombs, broken corners or edges or other defects shall after inspection by the Engineer, be thoroughly cleaned, saturated with water for at least one hour and filled with a mortar in the proportions by volume of one (1) part of cement to nought comma seven five (0,75) of the sand proportion used in the concrete in which the cavity occurs. Every effort should be made to match the colour of concrete. Care should be taken, in the choice of any release agent used, to ensure that the finished concrete surface is not permanently stained or discoloured.

#### **PS G/PS GA 5.5.10.4.2 Surfaces which are not shuttered**

On completion of placing and compacting the concrete as specified before, the top surface shall be struck off with a template cut to the required cross-section and tamped with a tamping board to compact the concrete thoroughly and to bring mortar to the surface, leaving the surface slightly rough but generally at the correct elevation and finally finished by wood float.

1. Top of Walls to Valve Chambers:- The top of all walls shall receive wood-floated finish.
2. Floors of Valve Chambers:- The surface shall first be given a tamped surface finish as specified above and then left for approximately one hour after which it shall be brushed with a soft brush to break up laitance formed on the surface.
3. Top of Reservoir Wall:- If the reservoir roof is carried by means of rubber bearing pads on the wall, the wall shall receive a wooden-floated finish to degree "1" accuracy. If the reservoir roof is carried directly on the wall, the wall shall receive steel-floated finish to degree "1" accuracy.
4. Reservoir Roof:- The surface shall first be given a tamped surface finish as specified above and shall then be finished with a wooden float to a smooth even surface without any unevenness of more than 3 mm showing under a 3m straight edge or of more than 2mm under any bearing plate. Plastering shall not be permitted at all.
5. Reservoir Floor:- The surface shall first be given a tamped surface finish as specified above and then left for approximately one hour after which it shall be brushed with a soft brush to break up laitance formed on the surface.

**PS G/PS GA 5.5.11 Watertight Concrete**

- Add the following sub clauses to sub clause 5.5.11:

"The concrete mix to be used in water-retaining structures shall have a cement/water ratio of at least 2,0."

The minimum cement content shall be 325 kg/m<sup>3</sup> and the maximum cement content for SABS ENV 197-1: Common cements shall be 400 kg/m<sup>3</sup>."

- Add the following sub clause 5.6 to clause 5:

**PS G/PS GA 5.6 No-Fines Concrete**

**PS G/PS GA 5.6.1 Classes OF No-Fines Concrete**

"No-fines concrete shall be classified by the prefix NF and the size of aggregate to be used. Class NF 19 means a no-fines concrete with a 19mm nominal size aggregate.

The volume of aggregate per 50kg of cement for each class of concrete shall be as follows:

Class	Aggregate per 50kg cement
NF38	0,33m <sup>3</sup>
NF 19	0,30m <sup>3</sup>
NF 13	0,27m <sup>3</sup>

**PS G/PS GA 5.6.2 Batching**

**PS G/PS GA 5.6.2.1 Water**

The quantity of water added shall be just sufficient to form a smooth grout which will adhere to and coat completely each and every particle of aggregate, and which is just wet enough to ensure that at periods of contact of aggregate the grout will run together to form a small fillet to bond the aggregate together. The mix shall contain no more than 20 Litres of water per 50kg of cement.

**PS G/PS GA 5.6.3 Placing**

No-fines concrete shall be placed in accordance with the procedure agreed to by the Engineer. It shall be placed in its final position within 30 minutes of mixing.

The concrete shall be worked sufficiently to ensure that it completely fills the space to be concreted and that adjacent aggregate particles are in contact with one another. Excessive tamping or ramming shall be avoided and under no circumstances shall the concrete be vibrated.

**PS G/PS GA 5.6.4      Curing**

All no-fines concrete shall be protected from the elements and loss of moisture. Protection against loss of moisture shall be accomplished by one or more of the following:

- a) Retaining formwork in place.
- b) Covering exposed surfaces with sacking or other approved material kept continuously wet.
- c) Covering exposed surface with plastic sheeting.

No-fines concrete shall be cured for at least 7 days.

**PS G/PS GA 5.6.5      Covering of No-Fines layer**

Before the floor is cast on the no-fines, the surface will be covered with building paper to prevent mortar from the wet concrete entering the no-fines layer. The building paper will be properly protected against unnecessary damage before the floor is cast, and if damaged during the fixing of the steel, be replaced just before casting of the floor."

**PS G/PS GA 8:            MEASUREMENT AND PAYMENT**

**PS G/PS GA 8.1        Measurement and rates**

**PS G/PS GA 8.1.1     Formwork**

- Add the following sub clause 8.1.1.7 to sub clause 8.1.1:

No separate payment shall be made for the finishing of un-shuttered surfaces as described above, and payment therefore will be deemed to be included in the rates tendered for concrete.

**PS G/PS GA 8.1.2     Reinforcement**

**PS G/PS GA 8.1.2.2 and PSG/PSGA-8.1.2.3**

- Replace sub clauses 8.1.2.2 and 8.1.2.3 with the following:

"Mild steel and high tensile steel will be measured separately. Welded mesh will be scheduled separately for each type and mass per square metre of mesh.

The rate for steel reinforcement shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled, and the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SABS 920.

The rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps."

- Add the following sub clauses to sub clause 8.1.4:

**PS G/PS GA 8.1.4 No-Fines Concrete**

- a) Cast in situ no-fines concrete Unit: square metre (m<sup>2</sup>).

The unit of measurement for cast in situ no-fines concrete shall be the square metre of concrete IN PLACE for the various thicknesses indicated on the drawings. Quantities shall be calculated from the dimensions shown on the drawings.

- b) Cast no-fines concrete in pre-formed channels Unit: metre (m).

The unit of measurement for no-fines concrete in pre-formed channels for under floor drainage shall be the running metres of concrete IN PLACE for the sectional profile of no-fines concrete channels indicated on drawings. Quantities shall be calculated from the dimensions shown on the drawings.

- c) No deduction in volume measured for payment shall be made for the volume of any reinforced steel, inserts and pipes or conduits below 150mm in diameter embedded in the concrete.

The tendered rate shall include full compensation for procuring and furnishing of all material, provision of all plant, mixing, transporting, placing and compacting of the concrete; for curing' of the concrete, repairs to defective surfaces and finishing of concrete surfaces as specified and including the layer of building paper. Payment shall distinguish between the different classes of concrete.

## **SANS 1200 L : MEDIUM PRESSURE PIPELINES**

### **PS L 3 MATERIAL**

#### **PS L 3.1 GENERAL**

Replace the first sentence of L 3.1 with the following:

uPVC to SABS 966 Duraflow pipes or similar approved, where relevant, will be used in the water pipelines.

#### **PS L 3.4 STEEL PIPES, FITTINGS AND SPECIALS**

##### **PS L 3.4.2 Pipes with Nominal Bore up to 150mm**

This paragraph will only be applicable to steel pipes with nominal bore up to 65mm.

Steel pipes with a nominal bore range of 80 to 150 shall be fabricated with flanges.

##### **PS L 3.4.3 Pipes with Nominal Bore over 150mm**

Steel pipes with a nominal bore over 150mm shall comply with the applicable requirements of API5L.

Steel pipes with a nominal bore range of 80 to 200 shall be fabricated with flanges.

#### **PS L 3.7 OTHER TYPES OF PIPES**

##### **PS L 3.7.1 uPVC Pipes**

- Replace sub clause 3.7.1 with the following:

"uPVC pipes shall be fitted with spigot and socket rubber joints and shall comply with the relevant SASS 966 Part 1 (1998) as amended."

#### **PS L 3.8 Jointing Materials**

- Add the following additional sub-clauses

##### **PS L 3.8.8 Gaskets**

Gaskets for flanged joints shall be of compressed asbestos fibre to BS 2815 Grade "A" and full faced with a minimum thickness of 3mm.

#### **PS L 3.9 CORROSION PROTECTION**

##### **PS L 3.9.5 Joints, Bolts, Nuts and Washers**

All aboveground bolts, nuts and washers to be hot-dip galvanized to SABS 763. The threads of all bolts must also be treated with a hot-dip bitumen compound.

All underground-flanged couplings shall be protected with petroleum jelly mastic to a minimum of 100mm from the flanges and covered with plastic tape wrapping.

- Add the following clause

**PS L 3.9.7 Valves**

The corrosion protection of all valves shall be in accordance with and comply to Department of Water Affairs and Forestry specification "DWS 9900: Corrosion Protection."

**PS L 3.10 VALVES**

- Replace sub clause 3.10 with the following:

All valves shall comply with the requirements and specifications of the Department of Water Affairs and Forestry, Standard Specification: DWS 2510 - "Supply of Valves."

**PS L 5 CONSTRUCTION**

**PS L 5.1 LAYING**

**PS L 5.1.1 General**

Where connecting to the existing pipeline the position of the existing pipeline must be established by excavating test holes (hand excavation) before any trench excavation to the planned connection point is undertaken. The Contractor will not be compensated for excavation and any other work that is executed and proves to be unnecessary because this specification was not followed.

**PS L 5.1.4 Depths of Cover**

- Amend sub clause 5.1.4 with the following:

"The minimum cover to pipelines shall be 1000mm."

**PS L 5.4 CONCRETE ENCASING**

Replace the first sentence of L 5.4 with the following:

Concrete encasing with concrete with strength of 20 MPa/19mm, must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the concrete encasing. The length of concrete encasing will be determined by means of site instructions from the Engineer.

**PS L 5.4.1 Soilcrete Encasing**

Add the following:

A mixture of Portland cement and gravel of base quality that is mixed in a ratio of 1:10 must be provided at positions indicated by the Engineer. Provision must be made to keep the pipe in position during the placement of the soilcrete encasing. The length of soilcrete encasing will be determined by means of a site instruction from the Engineer.

**PS L 5.5 ANCHOR BLOCKS**

Delete "15 MPa/37,5mm" in the second sentence and replace with "20Mpa/19mm"

**PS L 5.6 VALVE CHAMBERS**

**PS L 5.6.1 General**

Substitute the first sentence of L 5.6.1 with the following:

The drawings of valve chambers, which are bound into the document, shall supersede the corresponding drawings in the standard specification.

Valve chambers, to the relevant specified sizes and specifications, shall be installed at all the new positions as indicated on the detailed drawings.

**PS L 5.10 DISINFECTION OF POTABLE WATER PIPELINES**

Sub clauses (a), (b) and (c) must be adhered to.

**PS L 5.11 PIPE MARKERS**

Pipe markers shall be installed at 50m intervals on the pipeline route, at all the newly installed isolation and scour valves as indicated on the detailed drawings as well as at all positions where the pipeline route deviates from the horizontal.

**PS L 5.12 BOREHOLE PUMP STATIONS**

Borehole pump stations, complete as per detailed drawings, shall be installed at the positions indicated on the drawings. The position of the installation shall be at the position indicated on the drawings and the long dimension installation direction of the pump station shall be in the direction of the pipeline and/or flow direction.

**PS L 7 TESTING**

- Add sub clause 7.2 as follow:

**PS L 7.1.2 Valves**

"All valves shall, where not otherwise indicated, be pressure tested. Test certificates are to be furnished to the Engineer before delivering valves to site and who is to be allowed access to the manufacturing works for inspections at his discretion."

**PS L 7.3 STANDARD HYDRAULIC PIPE TEST**

**PS L 7.3.1 Test pressure and time of test**

Add the following to L 7.3.1.1:

Pipes shall not be tested against isolating valves. Special blank flanges or end caps, fully anchored, shall be provided for testing.

## **PS L 8 MEASUREMENT AND PAYMENT**

### **PS L 8.2 SCHEDULED ITEMS**

- Add sub clause 8.1.2 as follow:

#### **PS L 8.1.2 Pipelines**

"Pipes installed in the ground but not tested will be regarded as material on site and payment will be affected accordingly until the pipelines are tested either in sections or completely according to specification."

#### **PS L 8.2.3 Extra-over 8.2.1 For the Supply, Fixing And Bedding Of Valves Unit : No**

Add the following to L 8.2.3:

Valves are measured and paid for per installation, complete with the inclusion of the cutting of pipes, couplings, extra excavation and all extra material and labour that is required, including tees, fittings complete as shown on the drawings.

#### **PS L 8.2.11 Anchor/Thrust Blocks and Pedestals Unit : m<sup>3</sup>**

Anchor, thrust blocks and pedestals shall be measured per cubic metre concrete and the tendered rate shall include for all formwork, reinforcement (where specified) and uPVC sleeves (pedestals) for the required dimensions. Pedestals shall be one standard pipe size bigger than pipe Ø.

#### **PS L 8.2.16 Cut Into And Connect To Existing Mains Unit : No**

The number of each type and diameter of pipe cut into shall measure the cutting into existing mains.

The tendered rate shall include full compensation for all arrangements with the relevant authorities, isolating the main, cutting into the main to accommodate the connecting fitting, dewatering, excavating, removing of excess material, taking steps to prevent the ingress of soil, stones and other material into the main as well as all material and labour to connect the pipe.

#### **PS L 8.2.17 Soil Crete Casing Unit : m<sup>3</sup>**

The soil crete (1:10 ratio) is measured by volume according to the specified width and depth that exceeds the outside volume of the pipe (the volume of the pipe detracted).

The tariff includes the cost of shuttering and soil crete mixture.

#### **PS L 8.2.18 Pipeline Markers and Survey Benchmarks Unit : No**

Pipe markers and survey benchmarks will be measured and paid for by number and the tariff must include all excavation, installation, and paint and numbering of marker, concrete as well as labour as described in PS L 5.11.

#### **PS L 8.2.19 Valve chambers Unit : No**

Valve chambers will be measured and paid for by number and the tariff must include all excavation, installation, finishing and numbering of the chamber, all materials as well as labour.

## **SANS 1200 LB : BEDDING (PIPES)**

### **PS LB 1 SCOPE**

#### **PS LB 1.1 SCOPE**

Add the following to LB 1.1:

This specification also covers the bedding required for sleeve pipes.

### **PS LB 3 MATERIALS**

#### **PS LB 3.1 SELECTED GRANULAR MATERIAL**

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100 % passing a 13,2 mm sieve and not more than 5 % passing a 0,075 mm sieve.

Only if approved by the Engineer may sand from the trench excavations be used as selected material.

#### **PS LB 3.2 SELECTED FILL MATERIAL**

Substitute LB 3.2 with the following:

The requirements of PS LB 3.1 shall apply *mutatis mutandis*.

#### **PS LB 3.3 BEDDING**

Add the following to LB 3.3:

All pipes shall be classified as flexible pipes and shall have a bedding of selected granular material and selected fill material.

#### **PS LB 3.4 SELECTION**

##### **PS LB 3.4.1 Suitable Material Available from Trench Excavation**

- Delete sub clause 3.4.1 and replace with the following:

Contractor shall excavate selectively for bedding materials. Notwithstanding the requirements of Sub-clause 3.7 of SANS 1200 DB and Sub-clause 3.4.1 of SANS 1200 LB regarding the use of selective methods of excavating, the Contractor shall use selective methods of excavating and shall provide and use plant that will enable him to avoid burying or contaminating material that is suitable and is required for bedding. All material suitable for bedding and backfill should be put in separate stockpiles. Material from these stockpiles should be screened out to meet the specifications for bedding and backfill.

**PS LB 5 CONSTRUCTION**

**PS LB 5.1 GENERAL**

**PS LB 5.1.4 Compacting**

Substitute "90 % of Mod. AASHTO" in LB 5.1.4 with "93 % of Mod. AASHTO".

If sand is used the compaction grade must be 100% Mod. AASHTO.

**PS LB 8 MEASUREMENT AND PAYMENT**

**PS LB 8.1 PRINCIPLES**

**PS LB 8.1.1 Supply of Bedding Materials Measured Separately**

Add the following to LB 8.1.1:

Payment for bedding material and selected fill material is only made if the selected trench excavation material cannot be used in the same position as bedding material but has to be obtained from another part of the site of works or designated borrow pits, or from commercial sources.

**PS LB 8.1.4 Separate Items for Cradle and Blanket**

Substitute LB 8.1.4 with the following:

No distinction shall be made as regards material for the bedding cradle and selected fill blanket, and the material shall comply with the requirements for material for bedding cradle.

**PS LB 8.1.5 Disposal of Displaced Material**

Add the following to LB 8.1.5:

Surplus displaced material shall be dumped and levelled at the spoil site.

**PS LB 8.1.6 Free haul**

- Replace "0,5km" with "5km".

**PS LB 8.2 SCHEDULED ITEMS**

**PS LB 8.2.1 Provision of Bedding from Trench Excavation**

- Replace "0,5km" with "5km"

**PS LB 8.2.5 Overhaul Of Material For Bedding Cradle And Selected Fill Blanket**

**Unit : m<sup>3</sup>.km**

Substitute LB 8.2.5 with the following:

- |    |                                     |                           |
|----|-------------------------------------|---------------------------|
| a) | Limited overhaul (0,5 km to 1,0 km) | Unit : m <sup>3</sup>     |
| b) | Long overhaul                       | Unit : m <sup>3</sup> .km |

Except that the volume is calculated according to LB 8.1.3, the requirements of D 8.3.6 or DA 8.3.3, as applicable, shall apply for overhaul.

## C5.2

### PROJECT SPECIFICATION

#### PORTION 2 INTERPRETATIONS AND VARIATIONS TO STANDARDISED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

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#### C5.2.2

##### PORTION 2.2 PARTICULAR SPECIFICATIONS AS SHOWN UNDER CLAUSE PS 18

This portion contains essential clauses and data and additional clauses required to supplement and augment the Standardized Specifications to suit the nature of this Contract as. Particular Specifications and are bound in hereafter.

*PH ENVIRONMENTAL PROTECTION AND CONTROL*

*POHS OCCUPATIONAL HEALTH AND SAFETY*

The number of each clause and each payment item in this part of the project specifications consists of the prefix "P" followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications.

## PARTICULAR SPECIFICATION

### PH : ENVIRONMENTAL PROTECTION AND CONTROL SPECIFICATIONS

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#### PH 1 PLANS

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, laydown yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure for approval by the Engineer or the Environmental Officer.

#### PH 2 USE OF LAND

The Contractor shall not use the land forming the Site of, or connected with the Works, for any purpose whatsoever other than for the proper carrying out of the Works under the Contract and shall place any camps that may be required for himself and his employees only on sites approved by the Engineer. No trees or bushes shall be damaged or cut down by the Contractor or by any of his employees whether for use on the Works or otherwise without the written consent of the Engineer or the Environmental Officer and then only where and in the manner as they may direct.

#### PH 3 VEGETATION CLEARANCE

##### PH 3.1 Woody vegetation

**PH 3.1.1** Prior to the start of construction, woody vegetative matter shall be stripped. This material shall either be spread randomly throughout the surrounding veldt so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface.

**PH 3.1.2** No vegetative matter shall be burnt or removed for firewood.

##### PH 3.2 Herbaceous vegetation

During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimised as far as possible.

#### PH 4 PROTECTION OF VEGETATION

The Contractor shall ensure that all works are undertaken in such a manner that vegetation outside the Works area is not damaged under any circumstances.

##### PH 4.1 Vegetation outside the Works area

The following provisions shall apply with respect to the protection of areas of vegetation adjacent to the marked Works areas:

**PH 4.1.1** No tree or shrub outside of the Works area shall be felled, lopped, cut or pruned without the prior written approval of the Engineer or the Environmental Officer.

**PH 4.1.2** No tree or shrub outside the Works area shall be felled, lopped, cut or pruned until it has been clearly marked for this purpose by the Engineer or the Environmental Officer. The method of marking will be specified by the Engineer or the Environmental Officer, and the Contractor will be informed in writing.

**PH 4.1.3** No tree outside the Works area shall be burned for any reason.

**PH 4.1.4** For every tree protected by these specifications which is removed or, in the opinion of the Engineer or Environmental Officer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R 15 000.00 per tree to the client.

**PH 4.2 Vegetation within or adjacent to the Works area.**

**PH 4.2.1** No tree or shrub within the works area shall be felled, lopped, cut or pruned without the prior written approval of the Engineer or the Environmental Officer.

**PH 4.2.2** Trees which have been selected for preservation by the Engineer or the Environmental Officer within or adjacent to the Works areas shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees.

**PH 4.2.3** If trees are located within the working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.

**PH 4.3 Transplantation of rare and endangered plant species**

Prior to vegetation clearing any rare or endangered plant species which have been identified by the Environmental Officer or Engineer must be removed and transplanted as instructed by these persons.

**PH 4.3.1** Transplanting of small trees (1 to 1,5 m height) and small shrubs (0,5 to 1 m height).

- a) Trees and shrubs shall only be transplanted between the months April and September. Deciduous trees and shrubs shall be transplanted only when they are in a leafless condition.
- b) Holes for transplanting trees and shrubs shall be dug before these plants are dug out. Trees shall be planted in holes of 1 m x 1 m x 1 m and shrubs shall be transplanted in holes of 600 mm x 600 mm x 600 mm.
- c) Trees and shrubs shall be planted so that their stems or trunks are at the same depth as in their original location. The orientation of the transplanted plants must be the same as in their original location (Le. the north-facing side must remain north-facing).
- d) Transplanted plants shall be pruned to limit transpiration. Plants shall also be sprayed with an evapotranspiration retardant liquid *if* they are evergreen.
- e) Transplanted plants shall be watered once a week for 5 weeks and thereafter once every 2 weeks.

**PH 4.3.2** Transplanting of Aloes, succulents and bulbous plants

- a. Aloes, succulents and evergreen bulbous plants may be transplanted at any time of the year. Deciduous bulbous plants shall be transplanted when they are leafless.
- b. Aloes and bulbous plants shall be planted in similar soil conditions and to the same depth as they were before removal.
- c. Transplanted aloes and bulbs shall be watered once directly after transplanting to settle the soil.

**PH 4.4 Alien vegetation**

The Contractor shall remove all alien vegetation from the works area for the duration of construction. Such vegetation will be identified by the Environmental Officer and the method of eradication will be specified by him.

## **PH 5 PROTECTION OF FAUNA**

The Contractor shall ensure that all Works are undertaken in a manner which minimizes the impact on the local fauna and shall apply the following specifications with respect to fauna management and protection:

**PH 5.1** Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.

**PH 5.2** The Contractor and his employees shall not bring any domestic animals onto the site.

**PH 5.3** The Contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pest species.

**PH 5.4** There shall be no feeding of animals.

**PH 5.5** The Contractor shall ensure that domestic and native animals belonging to the local community are kept away from unprotected works.

## **PH 6 ARCHAEOLOGICAL ARTEFACTS**

**PH 6.1** The Contractor shall engage an archaeologist to demarcate archaeological sites identified during the impact study.

**PH 6.2** Archaeological sites shall be protected by a three strand fence which will be at least 2 m outside the extremities of the site. The fence shall be clearly marked with danger tape.

**PH 6.3** Should the Contractor expose any archaeological artefacts during excavation, work on the area where the artefacts were found shall cease immediately and the Engineer or the Environmental Officer shall be notified as soon as possible.

**PH 6.4** Upon receipt of such notification, the Engineer or the Environmental Officer will arrange for the excavation to be examined by an Archaeologist as soon as practicable. Acting upon advice from the Archaeologist, the Engineer will advise the Contractor of necessary actions to be taken. The Engineer will take all necessary actions to ensure that delays are minimized.

**PH 6.5.** Under no circumstances shall archaeological artefacts be removed, destroyed, or interfered with by the Contractor, his employees, his subcontractors or his subcontractors' employees.

**PH 6.6** The Contractor shall ensure that none of his employees gain access to any archaeological areas (whether fenced or unfenced), except when authorised to do so by the Engineer or the Environmental Officer.

## **PH 7 SCENIC QUALITY**

**PH 7.1** The Contractor shall not establish or undertake any activities which, in the opinion of the Resident Engineer or Environmental Officer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.

**PH 7.2** No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

**PH 7.3** All cut and fill forms shall be rounded at the edges to blend them with the surrounding landforms.

**PH 7.4** All packed rock and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.

**PH 7.5** All concrete structures shall be treated so as to blend in with the colours of the surrounding landscape. This shall be done either through painting or through treatment with a staining or colouration compound. All other permanent structures shall have colours, which are chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

## **PH 8 WORKING AREA**

**PH 8.1** The area of construction along the pipeline shall be contained within a 15 m servitude.

**PH 8.2** The servitude shall be temporarily fenced for the portion under construction at any one time. The fence shall be progressively erected and removed as the work proceeds. The location and extent of the fence shall be determined by the Engineer or the Environmental Officer.

## **PH 9 ACCESS ROADS**

**PH 9.1** No new permanent access roads shall be developed by the Contractor other than those determined or approved by the Engineer.

**PH 9.2** Existing roads shall be used as far as possible for inspection purposes.

**PH 9.3** Topsoil shall be stripped as described under item 12 "Topsoil" prior to construction and reinstated on completion of use of the road.

**PH 9.4** The temporary access road shall form part of the 15 m working width servitude.

**PH 9.5** Horse and trailer vehicles transporting pipes may not turn in areas of cultivated lands but shall turn in areas specifically identified by the Engineer or the Environmental Officer.

## **PH 10. FIRES**

No open fires shall be permitted except in areas specifically prepared and controlled for this purpose.

## **PH 11 FENCING**

**PH 11.1** Fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed to such fenced areas.

**PH 11.2** In places where temporary fencing is required, the Contractor shall erect such fencing when and where required by the Site Engineer and re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer or the Environmental Officer directs, its earlier removal. The Contractor shall erect and maintain the aforementioned temporary fencing in the locations and for the period described in the Contract.

**PH 11.3** If temporary fencing is removed temporarily for the execution of any part of the Works it shall be reinstated as soon as practicable by the Contractor.

**PH 11.4** The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1 m of the fence line. There shall be no removal of the grass cover or topsoil within this width.

**PH 11.5** Any fences damaged by the Contractor shall be repaired as soon as practicable at his cost.

## **PH 12 TOPSOIL**

### **PH 12.1 Source of topsoil**

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures and access is required. These areas will include all areas to be excavated, temporary and permanent access roads, construction camps and borrow pits. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

The topsoil is regarded as the top 300 mm of the soil profile irrespective of the fertility and composition of the soil.

### **PH 12.2 Topsoil stripping**

**PH 12.2.1** Soil shall be stripped to a minimum depth of 150 mm or to the depth of bedrock where soil is shallower than 150 mm. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil. .

**PH 12.2.2** No topsoil which has been stripped shall be buried or in any other way be rendered unsuitable for further use.

**PH 12.2.3** Topsoil shall only be stripped when it is in a dry condition in order to prevent compaction.

### **PH 12.3 Topsoil stockpiling**

**PH 12.3.1** Stripped topsoil shall be stockpiled on sites adjacent to where it has been stripped which have been approved by the Engineer. Soil stockpiles shall not take the form of windrows, unless this can be placed far enough away from the working area. This is to prevent the soil from being spread out or mixed with the other spoil during construction.

**PH 12.3.2** Topsoil stripped from different soil zones shall be stockpiled separately and clearly identified as such. Topsoil obtained from different sites shall not be mixed.

**PH 12.3.3** Soil stockpiles shall not be higher than 2,5 m, and the slopes of soil stockpiles shall not have a vertical: horizontal gradient exceeding 1:2,5.

**PH 12.3.4** No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and later identification as the resource for rehabilitation and vegetation establishment.

**PH 12.3.5** Soil stockpiles shall not be allowed to become contaminated with oil, diesel, petrol, garbage or any other material which may inhibit the later growth of vegetation in the soil.

**PH 12.3.6** After topsoil stockpiling has been completed, the Contractor shall apply soil conservation measures to the stockpiles to the approval of the Engineer or Environmental Officer.

#### **PH 12.4 Topsoil placement**

**PH 12.4.1** Topsoil shall be placed to a minimum depth of 150 mm over all areas where it has been stripped and over disused borrow pits after construction in those areas has ceased. Topsoil placement shall be done concurrent with construction as soon as construction in an area has ceased.

**PH 12.4.2** All areas onto which topsoil is to be spread shall be graded to the approximate original landform with maximum slopes of 1 :2,5 and shall be ripped prior to topsoil placement. The entire area to be top soiled shall be ripped parallel to the contours to a minimum depth of 150 mm.

**PH 12.4.3** Topsoil shall be placed in the same soil zone from which it had been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil of similar quality may be brought from other reservoir sites.

**PH 12.4.4** Where insufficient topsoil that has been stripped by the Contractor to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at nocost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer or the Environmental Officer.

**PH 12.4.5** No vehicles shall be allowed access onto topsoil after it has been placed.

**PH 12.4.6** After topsoil placement is complete, cleared and stockpiled vegetation matter shall be spread randomly by hand over the top soiled area as instructed by the Environmental Officer.

#### **PH13 REVEGETATION**

**PH 13.1** Areas where topsoil has been redistributed shall be hydro seeded with a seed mixture approved by the Engineer or Environmental Officer. Hydro seeding shall be carried out as soon as practicable during the growing season, after topsoil placement is complete.

**PH 13.2** Areas to be seeded shall be ripped in lines 300 mm centre to centre and to a depth of at least 300 mm parallel to the contours to alleviate soil compaction and to establish a seedbed suitable for the establishment of-growth.

**PH 13.3** The Contractor shall work into the soil fertilizers at a rate and depth to be determined by the Environmental Officer, based on a soil analysis. Fertilizers shall be spread evenly over the area to ensure a uniform distribution.

**PH 13.4** Notwithstanding the fact that the Environmental Officer will determine the method of grassing, the type of grass seed used and the rate of application of seed, the Contractor shall be solely responsible for the cost of replanting or re-hydro seeding where acceptable cover is not obtained.

However, where in the opinion of the Contractor it is doubtful from the outset whether [t will be possible to establish an acceptable cover he may inform the Engineer or Environmental Officer of his reasons therefore and the Engineer or Environmental Officer shall, if he agrees, either adopt another method of grassing or agree to accept whatever cover can be obtained, provided that all reasonable efforts have been made to establish a good cover using the method proposed. Any such agreement shall only be valid if given in writing by the Engineer or Environmental Officer.

Acceptable cover is defined as follows:

An acceptable grass cover shall mean that not less than 80% of the hydro seeded area shall be covered with grass and that there shall be no bare patches of more than 500mm in maximum diameter.

**PH 13.5** The areas which show no vegetation growth 9 months after completion of the rehabilitation work, will be ripped, additional topsoil spread and seeded with indigenous grass species.

**PH 13.6** The grass mix to be used shall be:

	<u>Kg / ha</u>
During Summer	
Eragrostis teff	2.0
Eragrostis curvula(selected)	3.0
Digitaria eriantha	5.0
Chloris guyana	4.0
Cenchrus ciliaris	4.0
Cynodon dactylon	7.0
Aristida congesta	2.5
Melinis repens	2.5
Andropogon eucomus	2.5
<u>Imperata cylindrica</u>	<u>2.5</u>
	<u>35.0 kg/ha</u>

Available from the University of Potchefstroom - Reclamation Research Institute.

During winter (May to August/September) add: Kg / ha

Lolium multiflorum	2.0
Lolium perenne	3.0

Grass seeds shall be mixed with either chopped straw, sawdust or sand in order to prevent the separation of seeds of different size, weight and shape. Prior to seeding, trials shall be carried out to determine which of these materials is most effective in preventing the separation of seeds. 2:3:2 fertilizer shall also be added to the seed mixture prior to broadcasting.

After mixing the seed mixture shall be halved. The two halves shall be sown in two successive applications which follow directly on one another. Seed shall be sown along parallel lines 1.5 m apart. The two halves of the mixture shall be sown in directions perpendicular to each other to cover the entire area. Should the total area have been seeded and some seed mixture remains unused, the remaining seed mixture shall be broadcast in the prescribed manner.

During seeding, the seed mixture shall be regularly mixed by hand in order to prevent the separation of smaller and larger seeds in the mixture.

After seeding, the soil surface shall be lightly raked parallel to the contours in order to cover the seed. During raking, care shall be taken to prevent the redistribution or removal of seed from any area.

**PH 13.7** The following fertilizers shall be broadcast in the specified concentrations:

2:3: (22) Zn	400 kg / ha
Superphosphate	350 kg / ha
Total	750 kg / ha

The superphosphate shall be mixed into the soil during scarification and shall be spread by hand in the same manner as the seed. 2:3:2 Fertilizer shall be mixed and broadcast together with the seed.

## **PH 14 BORROW PITS AND QUARRIES**

**PH 14.1** If a borrow pit is to be developed or an existing one is to be extended, all topsoil from the area that is to be quarried must be stripped and stored for later rehabilitation of the pit.

**PH 14.2** Stripping and excavation actions shall be progressive in such manner that those parts of a borrowpit or quarry where work is complete can be rehabilitated while other areas are still being quarried.

**PH 14.3** Cut Slopes of borrow pits and quarries shall not have a vertical: horizontal gradient of not steeper than 1 : 3, preferably 1 : 5.

**PH 14.4** Borrow pits shall be used as dump sites for excess rock spoil. On completion of spoiling the pits shall be reshaped and covered with a layer of topsoil. On no account may spoil or rock be placed in drainage ways without prior consent being obtained from the Engineer.

**PH 14.5** Storm water cut off drains shall be provided at the top of the cut slope, where identified as necessary by the Engineer, to prevent erosion of the rehabilitated surface of the borrow pit or quarry.

**PH 14.6** No borrow pit shall be used as a dump site for refuse material or for toxic material e.g. cement, oil, diesel, rubber and similar materials.

## **PH15 EROSION PREVENTION**

**PH 15.1** The Contractor shall take measures, to the approval of the Engineer, to ensure that there is no undue storm water damage and soil erosion resulting from the construction activities inside and outside the construction camp and Works areas.

**PH 15.2** Surface storm water shall, where possible, not be allowed to be concentrated and to flow down cut or fill slopes without erosion protection measures being in place.

**PH 15.3** Overflow and/or scour channels shall be lined with stone pitching along their length and at their points of discharge to prevent soil erosion: The point of discharge shall be at a point where there is dense natural grass cover. These channels shall not discharge straight down the contours but shall be aligned at such an angle to the contours that they have the least possible gradient.

**PH 16 EARTHWORKS**

**PH 16.1** Cut and fill forms

All cut and fill forms should be rounded on the edges to allow them to blend with the surrounding landforms.

**PH 17 SPOIL AND WASTE MATERIAL**

**PH 17.1.** The Contractor shall load and haul excess spoil to fill in the borrow pits or to dump sites approved by the Engineer. The dumped material must be finally rounded off to have slopes not steeper than 1:3.

**PH 17.2** The Contractor shall remove all foundations and similar waste and transport all such waste material off site to dump areas which have been approved by the Engineer.

**PH 18 BLASTING**

**PH 18.1** When doing blasting the Contractor shall take measures to limit fly rock.

**PH 18.2** Fly rock 150 mm and larger which falls beyond the cleared working area shall be collected and removed together with the rock spill.

**PH 18.3** When blasting under power lines the Contractor shall arrange for power to be temporarily switched off or have the lines moved or comply with the requirements of Eskom who will be advised in reasonable time of the intention to blast.

**PH 19 PREVENTION OF OIL POLLUTION**

**PH 19.1** Waste run-off water from the vehicle wash bays, workshops and diesel/fuel tank areas shall be collected in a series of covered conservancy tanks with oil baffles/oil traps. The oil sludge thus collected shall be disposed of at an approved toxic waste disposal site. Water from conservancy tanks shall be drained to retention areas to allow silt settlement.

**PH 19.2** Above mentioned areas should be dished concrete floor slabs which drain into the conservancy tanks.

**PH 19.3** All spillage of oil onto concrete surfaces shall be controlled by the use of an approved absorbent material such as Oclansorb or Drizit.

**PH 19.4** All old oils shall be retained for recycling by the supplier.

**PH 19.5** All soil contaminated by oil, fuel, etc. shall be collected immediately and disposed of at an acceptable disposal site to the approval of the Engineer or the Environmental Officer.

**PH 20 REFUSE DISPOSAL**

The Contractor shall dispose of all refuse generated by him or his subcontractor on a weekly basis at an approved refuse disposal site.

**PH 21 ABLUTION FACILITIES**

Portable toilets shall be placed within easy access of the Contractor's employees. These shall be moved to follow the progression of the Works.

## **PH 22 CLEARANCE OF SITE ON COMPLETION**

On completion of the Works the Contractor shall clear away and remove from the works area all constructional plant, surplus rock and other materials, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement and revegetation.

## **PH 23 ENVIRONMENTAL AWARENESS OF EMPLOYEES**

The Contractor shall arrange that all his employees and those of his subcontractors receive environmental training before the commencement of construction to the satisfaction of the Engineer or Environmental Officer, in order that these employees:

- PH 23.1** acquire a basic understanding of the key environmental features of the work site and environs;
- PH 23.2** are thoroughly familiar with the requirements of the Environmental Protection and Control Specifications as they apply to the Works;
- PH 23.3** receive basic training in the identification of archaeological artefacts, and rare and endangered flora and fauna that may be encountered along the route;
- PH 23.4** are made aware of any other environmental matters which are deemed to be necessary by the Engineer or the Environmental Officer.

## **PH 24 COMPLIANCE WITH ENVIRONMENTAL PROTECTION SPECIFICATIONS**

- PH 24.1** All persons employed by the Contractor or his subcontractors shall abide by the requirements of these Specifications as they apply to the works.
- PH 24.2** Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Protection Specifications may be ordered by the Engineer to leave the site forthwith. The order may be given orally or in writing. Confirmation of an oral order will be given as soon as practicable but lack of confirmation in writing shall not be a cause for the offender to remain on site. No extension of time will be granted for any delay or impediment to the Contractor brought about by a person ordered to leave the site.
- PH 24.3** Supervisory staff of the Contractor or his subcontractors shall not direct any person to undertake any activities which would place such person in contravention of the Environmental Protection and Control Specifications.
- PH 24.4** For every tree protected by these specifications which is removed or, in the opinion of the Engineer or the Environmental Officer, is unduly damaged by the Contractor, the Contractor shall pay a penalty of R5 000.00 per tree.

## **PH 25 SUBCONTRACTED WORK**

Subcontractors and their employees shall comply with all the requirements of the Environmental Protection and Control Specifications that apply to the Contractor. Absence of specific reference to the subcontractor in any specification does not imply that the subcontractor is not bound by that specification.

## **PH 26 MEASUREMENT AND PAYMENT**

The reinstatement of borrow pits, pipe trenches and work areas shall be included in the contractor's rates for earthworks and excavations. Erosion protection such as construction of berms for storm water drainage shall be included in the rates for pipe trenches and excavations of earthworks. Only gabions, where instructed by the Engineer will be paid separately.

## PARTICULAR SPECIFICATION

### POHS : OCCUPATIONAL HEALTH AND SAFETY

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#### **POHS 1 SCOPE**

This specification details the health and safety requirements associated with the Works.

#### **POHS 2 INTERPRETATIONS**

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as:

"Any work in connection with:-

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar Type of work".

#### **POHS 3 GENERAL**

**POHS 3.1** The Employer will appoint the Contractor in writing for execution of the Works.

The Contractor shall accept his appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work.

**POHS 3.2** The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this Contract continue to be a legal requirement of the Contractor. .

**POHS 3.3** The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan, based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the Works.

The Employer will take reasonable steps to ensure that the Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

**POHS 3.4** Should the Contractor at any stage in execution of the Works.

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor from executing construction work.

**POHS 3.5** The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the Works.

**POHS 3.6** The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

**POHS 3.7** The Contractor shall constantly demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

**POHS 3.8** The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an inspector, employee or sub-contractor.

**POHS 3.9** The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or inspector upon request.

Upon completion of the Works, the Contractor shall hand over a consolidated health and safety file to the Employer.

**POHS 3.10** The Contractor shall, throughout execution of the Contract, ensure that all conditions imposed on his sub-contractors in terms of the Act and the Construction Regulations are complied with, as if they were the Contractor.

#### **POHS 4 GENERAL REQUIREMENTS**

##### **POHS 4.1 Contractor's Construction Safety Officer**

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the Engineer, to represent and act for the Contractor. The Contractor shall inform the Engineer in writing of the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer an all-hours telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees or other persons at the Works.

## **POHS 4.2 Log Books**

The Contractor shall keep the following log books and shall make them available to the Engineer on request:

- POHS 4.2.1 A record of the weekly inspections of first aid boxes.
- POHS 4.2.2 A record of the weekly inspections of ladders.
- POHS 4.2.3 A record of the weekly inspections of fire-fighting equipment.
- POHS 4.2.4 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.
- POHS 4.2.5 A record of the monthly inspections of welding machines.
- POHS 4.2.6 A record of the monthly inspections of oxy-acetylene equipment.
- POHS 4.2.7 A record of the weekly inspections of scaffolding structures.
- POHS 4.2.8 A record of the monthly inspections of builder's hoists.
- POHS 4.2.9 A record of the monthly inspections of mobile and tower cranes.
- POHS 4.2.10 A record of the monthly inspections of lifting gear.
- POHS 4.2.11 A record of the inspections of electrical equipment.
- POHS 4.2.12 A record of the monthly tests of earth leakage units.

## **POHS 4.3 First Aid**

### **POHS 4.3.1 Safety Notice Board**

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all his staff. The size of the notice board shall be at least 600mm x 800mm.

### **POHS 4.3.2 First Aid Equipment**

The Contractor shall provide for his employees a stretcher for emergencies and an approved first aid box. A responsible person, who shall be appointed by the Contractor, shall check the first aid box weekly and a record shall be kept of the contents. The Contractor shall promptly replenish any deficient medical supplies.

### **POHS 4.3.3 Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

#### **POHS 4.3.4** Contractor's First Aid Officer

Before commencing work, the Contractor shall designate a competent First Aid Officer (FAO) who shall be acceptable to the Engineer, to represent and act for the Contractor. The Contractor shall inform the Engineer in writing of the name and address of the officer, together with the qualifications of the FAO for approval. The Contractor's FAO shall make available to the Employer an all-hours telephone number at which the FAO can be contacted at any time in the event of an emergency involving any of the Contractor's employees or other persons at the Works.

#### **POHS 4.3.5** Reporting on Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer, First Aid Officer or Site Representative to the Engineer by the quickest means possible.

A mandatory report form, containing full details of the incident, shall be completed and submitted to the Engineer within twenty four (24) hours of the occurrence of the incident.

The Engineer shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the Engineer with full facilities for carrying out such enquiries.

#### **POHS 4.4** **Good Housekeeping and Safety Policy**

The Contractor shall at all time carry out the Works in a manner to *avoid* the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

#### **POHS 4.5** **Exposed Danger Areas**

All exposed danger areas shall be demarcated by the Contractor with appropriate barrier tape and hazard notices to prevent unauthorized entering the danger area.

#### **POHS 4.6** **Personal Protective Clothing**

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

**POHS 4.6.1 Hard Hats**

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

**POHS 4.6.2 Eye Protection**

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

**POHS 4.6.3 Hearing Protection**

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

**POHS 4.6.4 Foot Wear**

All employees of the Contractor shall wear steel capped safety boots or shoes, undamaged, laced-up, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

**POHS 4.6.5 Gloves**

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

**POHS 4.6.6 Clothing**

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

**POHS 4.6.7 Overalls & Reflective Vests**

All employees of the Contractor shall at all times wear overalls and reflective vests as specified by the Employer.

**POHS 4.6.8 Dust masks**

All employees of the Contractor shall wear suitable dust masks when working in areas where dust nuisance is experienced.

**POHS 4.7 Road Traffic / Transportation**

**POHS 4.7.1** The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request

**POHS 4.7.2** The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.

**POHS 4.7.3** All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

**POHS 4.8 Overhead Powerlines**

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead powerlines shall be observed by the Contractor at all times.

**POHS 4.9 Machine Guarding**

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

**POHS 5 SPECIAL REQUIREMENTS**

**POHS 5.1 Formwork and Support Work**

The Contractor shall ensure that -

- A) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose;
- B) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- C) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support structure and any imposed loads such that the formwork and support work structure are stable;
- D) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the Works; and
- E) upon casting concrete, the support work of formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in sub-paragraph (a).

**POHS 5.2 Prevention of Uncontrolled Collapse**

The Contractor shall ensure that -

- A) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- B) no structure or part of a structure is loaded in a manner that would render it unsafe.

### **POHS 5.3 Safe Working Loads**

The Contractor shall ensure that -

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

### **POHS 5.4 Commissioning Safety Precautions**

The Contractor shall ensure that whatever repairs, adjustments or any work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

### **POHS 5.5 Toxic Materials**

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

### **POHS 5.6 Hazardous Chemicals and Materials**

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of firefighting equipment, safety showers/baths and other washing facilities; prior to commencement of work.

### **POHS 5.7 Indemnity of Employer and his Agents**

- a) The Form of Tender to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.
- b) A copy of the signed agreement shall be included in the Contractor's health and safety plan.
- c) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

**POHS 6 MEASUREMENT AND PAYMENT**

**POHS 6.1 Health and Safety Plan Compilation Unit : Sum**

Preparation of a Health and Safety Plan by a competent for compliance with all the requirements of the Department of Labour, OHS Act based on the Risk Assessment and the Construction Regulations 2014.

**POHS 6.2 Health and Safety Plan Management Unit : Months**

Compilation and keeping up to date the Health & Safety plan and file, including all documentation required in terms of the act, over the entire construction period.

**POHS 6.3 Personal Protective Clothing Unit : Sum**

Providing and keeping in good order, for the duration of the construction period, the protective clothing as per specification.

**POHS 6.4 First Aid Unit : Sum**

Providing and keeping in good order, for the duration of the construction period, the first aid requirements as per specification.

# EMALAHLENI LOCAL MUNICIPALITY

## C6. OHS Specifications for construction projects

### 6.1 Specification

#### 1. PREAMBLE

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

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

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

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

#### 2. SCOPE OF HEALTH AND SAFETY SPECIFICATION

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

### 3. PURPOSE

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

The purpose of this specification document is to provide the relevant Principal Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Emalahleni Local Municipality. The Principal Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

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

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

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations shall apply to any person involved in construction work pertaining to this project, as will the Act.

### 4. DEFINITIONS

*"Purpose of the Act"* –

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

*"Agent"* –

means any person who acts as a representative for a client;

*"Client"* –

means any person for whom construction work is performed;

*“Construction Work”* is defined as any work in connection with -

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

*“Contractor”* –

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

*“Health and Safety File”* –

means a file, or other record in permanent form, containing the information required or contemplated in the regulations;

*“Health and Safety Plan”* –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

*“Health and Safety Specification”* –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

*“Method Statement”* –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

*“Principal Contractor”* –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

*“Risk Assessment”* –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

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

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

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

- The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act.
- All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

#### **5.1.2. Legal Appointments**

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

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

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

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site. This list must not be assumed to be exclusive or comprehensive.

## **5.2 Communication & Liaison**

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the project Committee as per the procedures determined by the project Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## **6. RESPONSIBILITIES**

### **6.1 Client**

- 6.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- 6.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- 6.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- 6.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
  - have failed to implement or maintain their health and safety plan;
  - have executed construction work which is not in accordance with their health and safety plan; or
  - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

## 6.2 Principal Contractor

- 6.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- 6.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. *This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either.* Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- 6.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- 6.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 6.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 6.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- 6.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- 6.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- 6.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- 6.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

## **7. SCOPE OF WORK**

These specifications are applicable to the specific scope of work pertaining to the project as detailed in the tender documents. *Refer to Project specification.*

## **8. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

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

The safety file shall contain the following documentations:

- Safety reports,
- Notification documents,
- Appointment letters,
- Records of incidents,
- Records of training,
- Records of safety meetings,
- Records of PPE provision,
- And any other document related to safety issues on site.

## **9. MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain acceptable incident rate and report on this to the Client and/or its Agent on its behalf on a monthly basis. The frequency rates must reflect permanent disability, lost workdays, restricted workdays, medical treatment and first aid treatment.

## **10. HAZARD IDENTIFICATION AND RISK ASSESSMENT**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project. The identification of hazards is over and above the hazards identification program and those hazards identified during the drafting of the Health and Safety Plan. Hazard identification should be conducted continuously over and above the baseline risk assessment.

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

### **11.1 Monthly Audit by Client**

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

## **11.2 Other audits and inspections**

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

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes and any other health and safety related issues..

## **11.3 Reports**

**11.3.1** The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she dies, becomes unconscious, loses a limb or part of a limb, is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed, or where a major incident occurred, the health or safety of any person was endangered, where a dangerous substance was spilled, the uncontrolled release of any substance under pressure took place, machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects, machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

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

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

**11.3.4** The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

## **11.4 Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor must provide the Client and/or its Agent on its behalf, and all other concerned parties with copies of any changes, alterations or amendments

## **11.5 Site Safety Rules**

### **11.5.1 Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

### **11.5.2 Security Arrangements**

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

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing program for the plans

## **11.6 Training**

The Principal Contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal Contractor shall ensure that all labourers are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The Principal Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

No Principal Contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

The Principal Contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

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

The Principal Contractor shall ensure that CETA accredited training ( technical skills and or life skills / generic training) is provided to the local labours to complement the skill shortage gap within the area for local youth. Training needs shall be identified and agreed upon with SDM.

### **11.6.1 General Induction Training**

The Principal contractor must ensure that the employees on site are conversant with the general health and safety requirements on site. All employees of the Principal and other Contractors must be in possession of proof of General Induction training.

### **11.6.2 Site Specific Induction Training**

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

### **11.6.3 Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training. All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

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

### **11.7 Accident and Incident Investigation**

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic, (General Administrative Regulation 9). The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future. Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

### **11.8 H&S Representatives and H&S Committees**

#### **11.8.1 Designation of H&S Representatives**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 20 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.) H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

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

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee. H&S Representatives must be included in and be part of accident/incident investigations. H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

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

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

## **12. HOUSE KEEPING**

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

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

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

**This list must not be taken to be exclusive or exhaustive.**

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dumping site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied. Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

## **13. OPERATIONAL CONTROL**

The Principal Contractor shall take reasonable steps to ensure that necessary control measures are taken to promote safe working environment during all operational works. Routine safety inspections shall be carried out to ensure plant; machinery and tools are safe enough for employees to work with. Operational control measures shall be taken for the following activities and plant or machinery where applicable:

- Fall protection;
- Excavation work;
- Scaffolding;
- Mobile plants;
- Electrical installation and machinery; and
- Other associated activities.

#### **14. SUB CONTRACTORS**

The Principal Contractor shall ensure that agreements are entered into by all sub-contractors on site, and ensure that all sub-contractors are in compliance with the health and safety standards on site. Particulars of sub-contractors involved in specialised work such as blasting, concrete works and electrical installations must be submitted to the designers for approval and their safety plans submitted to the Client for approval.

#### **15. OFFENCES AND PENALTIES**

Any contractor who does not comply with the requirements of the Act, will be penalised or punished as per Section 38 of the Act. The principal contractor must also note that the Client may stop the execution of construction work if it is not in accordance with the health and safety plan or if it poses a threat on the health and safety of employees and the public.



## EMALAHLENI LOCAL MUNICIPALITY

### C7. Site Information

#### 7.1 General

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks.

The tenderer shall inform him / her on the nature of the site and inspect the site.

The Employer will consider a tender only if the site inspection and/or tenderer's meeting arranged by the Engineer has been attended by a representative who must:

- Be suitably qualified to comprehend the implications of the work involved, and
- Be the tenderer him/herself or a person in the direct employ of the tenderer

#### 7.2 Site location

The Witbank WTW is situated 3 Kilometers East of Main Central Business hub of Witbank.

Table1: GPS coordinates for Witbank WTW.

Description	Longitude	Latitude
Centre	25° 52' 56"	29° 13' 55"

Figure 1 Below shows the location of the site.



### **7.3 Climate**

The climate in this area is characterized by hot wet summer months and cool dry winter months. The mean annual precipitation is approximately 800mm. The site is generally flat,. The general slope is towards the East.

### **7.4 Access to site and restrictions**

The construction sites are situated in the existing villages as mentioned. These sites can be reached via existing streets/roads and Provincial Roads

The operation of construction vehicles on existing roads or streets, or on streets which have been completed on the level of sub-base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow-areas or to the spoil sites, except for payment made under payment item A.8.3.2.2 of SANS 1200 A.

If the Contractor does not make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within two (2) days after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

### **7.5 Existing services, servitudes and way leaves**

All the known existing services are indicated on the drawings.

### **7.6 Security**

The security of the Contractor's plant, employers, materials and site camp will be the Contractor's responsibility.

### **7.7 Nature of ground and subsoil conditions**

The Contractor shall familiarize himself with the conditions on site.

The materials on site mainly consist of soft and hard material. The majority of excavation will be in weathered and hard granite.

Also refer to the Project Specification "*PS 4 : NATURE OF GROUND AND SUBSOIL CONDITIONS ON SITE*".



## EMALAHLENI LOCAL MUNICIPALITY

### C.7 Drawings

The following drawings, **FOR TENDER PURPOSES ONLY**, form part of this contract.

#### Layouts Drawings





