

# HARRY GWALA DISTRICT MUNICIPALITY



## MHLABASHANE WATER SUPPLY - PHASE 2

CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING  
OF 4 BOREHOLES AT MHLABASHANE

**CONTRACT No. HGDM 745/HGDM/2021**

**CIDB CONTRACTOR GRADING  
6CE OR HIGHER**

**COMPILED BY:**

LTE Consulting KZN (Pty) Ltd  
64 Davenport Road,  
Montrose,  
Pietermaritzburg,  
3201  
Tel N°: 033 347 1995  
Fax N°: 033 347 0171  
Email: [sbupat63@gmail.com](mailto:sbupat63@gmail.com)

**ON BEHALF OF:**

Harry Gwala District Municipality  
Private Bag X 501  
IXOPO  
3276  
Tel N°: 039 834 8700  
Fax N°: 039 834 2259

**29<sup>th</sup> SEPTEMBER 2021**

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	

**TENDER CLOSING DATE: 12h00: 29<sup>th</sup> October 2021**



**EXPANDED PUBLIC WORKS PROGRAMME**  
Creating opportunities towards human fulfilment

**TENDER DOCUMENT CHECKLIST**

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

	ITEMS	CHECKED Tenderer
1)	Correct Tender Offer Amount carried forward to Cover Page and Form of Offer on Section C.1.....	<input type="checkbox"/>
2)	All pages requiring signatures signed by the Tenderer .....	<input type="checkbox"/>
3)	Bill of Quantities	
	i) Completed in <b>BLACK INK</b> only .....	<input type="checkbox"/>
	ii) Corrections crossed out and initialled.....	<input type="checkbox"/>
4)	Submission of All Returnable Documents and Schedules	
	A Authority for Signatory.....	<input type="checkbox"/>
	B MBD Forms.....	<input type="checkbox"/>
	C Schedule of work carried out by Tenderer.....	<input type="checkbox"/>
	D Amendments, Qualifications and Alternatives.....	<input type="checkbox"/>
	E Tax Clearance Certificate.....	<input type="checkbox"/>
	F Compulsory Enterprise Questionnaire.....	<input type="checkbox"/>
	G BBBEE Certificate.....	<input type="checkbox"/>
	H Key Personnel .....	<input type="checkbox"/>
	I Contractor's Health and Safety Declaration.....	<input type="checkbox"/>
5)	J Data to be provided by Tenderer.....	<input type="checkbox"/>

**MHLABASHANE WATER SUPPLY - PHASE 2****CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND  
EQUIPPING OF 4 BOREHOLES AT MHLABASHANE****CONTRACT N° HGDM 745/HGDM/2021****TABLE OF CONTENTS**

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T1.1.	Tender Notice and Invitation To Tender	White	TP 2
T1.2	Tender Data	Pink	TP 4
T2.1	Returnable Documents and Schedules	Yellow	RD 1
T2.2	List of Returnable Documents and Schedules	Yellow	RD 2 to RD 54
<b>PART C1: AGREEMENTS AND CONTRACT DATA</b>			<b>C 1 to C 21</b>
C1.1	Form Offer and Acceptance	Yellow	C 2
C1.2	Contract Data	Yellow	C 8
C1.3	Performance Guarantee	Yellow	C 13
C1.4	Disclosure Statement	Yellow	C 16
C1.5	Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993	Yellow	C 17
C1.6	Adjudication Board Member Agreement	Yellow	C19
<b>PART C2: PRICING DATA</b>			<b>PD 1 to PD 24</b>
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C2.2	Schedule of Quantities	Yellow	PD 6
<b>PART C3: SCOPE OF WORK</b>			<b>SW 1 to SW 145</b>
	Scope of Work	Blue	SW 1
<b>PART C4: SITE INFORMATION</b>			<b>SI 1 to SI 5</b>
	Site Information	Green	SI 1
<b>PART C5: DRAWINGS</b>			<b>D1 to D2</b>
	Drawings	Green	D1

HARRY GWALA DISTRICT MUNICIPALITY

CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT  
MHLABASHANE

CONTRACT HGDM 745/HGDM/2021

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## **MHLABASHANE WATER SUPPLY - PHASE 2**

**CONTRACT N° HGDM 745/HGDM/2021**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND  
EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**PART T1: TENDERING PROCEDURES**

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T1.2: Tender Data .....	TP 6



## T1.1:Tender Notice and Invitation to Tender



### HARRY GWALA DISTRICT MUNICIPALITY INFRASTRUCTURE SERVICES DEPARTMENT

#### BID NOTICE

#### BID INVITATION

Bids are hereby invited, from qualified and experienced Bidders, for the construction of the following Infrastructure projects within the Harry Gwala District municipality

NO.	PROJECT NAME	CIDB GRADING	COMPULSORY BRIEFING DATE	TENDER NUMBER	CLOSING DATE
I.	MHLABASHANE WATER SUPPLY - PHASE 2: CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE	6CE OR HIGHER	08 October 2021 at 10.30am. Bidders are to meet in Municipal Chamber and the proceed to site	Contract No. HGDM 745/HGDM/2021	29 October 2021@ 12H00

Only Bidders that have the required CIDB Grading listed on the table above will be considered. Joint Ventures are also eligible to submit Bids provided that every member of the Joint Venture is registered with the CIDB and a combined grade of Joint Venture calculated in accordance with the CIDB regulations is equal to or higher than the specified Contractor grading.

Invalid or non-submission of the following documents will lead to immediate disqualification.

- Central Supplier database registration
- JV Agreement (if applicable);
- A signed MBD4 form must be submitted with all bids (available on our website or at reception)

The following will apply in all the above bids:

- Valid tax certificate or SARS pin
- Price(s) quoted must be firm and must be inclusive of VAT;
- A firm delivery period must be indicated;
- All tenders must be valid for 90 days after the tender closing date
- A certified and valid B-BBEE status level verification certificate for claiming preference points.

- 80/20 Preference point system will be used in Evaluation. Functionality will be calculated first.

### **COLLECTION OF BID DOCUMENTS**

Bid documents may be collected from the **04 October 2021 between 09h00 and 16h00** at Harry Gwala District Municipality Offices, Finance Services Department, situated at Ixopo 40 Main Street, Ixopo 3276. Tender documents will be issued upon payment of a non-refundable cash fee of R500 each.

**NB: No documents will be sold after briefing meetings.**

### **CLOSING DATE**

The closing date for the bids is as per the table on page TP2. Bids must be enclosed in **SEALED ENVELOPES** and clearly labelled with the contract number and project name on the outside of the envelopes addressed to **The Municipal Manager**.

Bids must be deposited in the Bid Box at the reception area of **Harry Gwala District Municipal, 40 Main Street, IXOPO** before the closing date. Telegraphic, telexed or faxed bids will not be considered and late bids will not be accepted.

Harry Gwala District Municipality does not bind itself to accept the lowest or any Bid and reserves the right to accept the whole or any part of the bid.

The procedure for the evaluation of responsive tenders is **Method 2** with the 80/20 Preference Point System. Tenderers will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.

### **Method 2: Financial Offer, Quality and Preferences**

#### **(a) Quality**

The score for quality is to be calculated using the following formula:

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

where:

**W<sub>2</sub>** = is the percentage score given to quality and equals **100**

**S<sub>o</sub>** = is the score for quality allocated to the submission under consideration

**M<sub>s</sub>** = is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:

<b>Description</b>	<b>Maximum Allocated Points</b>
Experience of Key Personnel (Contracts Manager)	25
Experience of Key Personnel (Site Agent)	20
Experience of Key Personnel (Foreman)	10
Experience of Bidder with respect to similar projects	35
Financial Capacity	10
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

The score for quality can be further broken down per individual criteria as follows:

Key Criteria Aspect	Basis for Points Allocation	Score	Max Score	Verification Method
Experience of Key Personnel (Contracts Manager)	Approved Degree/Diploma in built environment qualification and Less than 4 years' experience	8	25	Certified Qualification certificates and Curriculum Vitae to be attached with traceable references. Experience must be on water projects
	Between 4-7 years relevant experience in the position.	15		
	8-10 and above years' relevant experience in the position	25		
	No qualification with minimum of 5 years' experience in the position	5		
	No qualification with 6-10 years' experience in the position.	8		
	No qualification with 10 and above years' experience in the position	20		
Experience of Key Personnel (Site Agent)	Approved Degree/Diploma in built environment qualification and Less than 4 years' experience	7	20	Certified Qualification certificates and Curriculum Vitae to be attached with traceable references. Experience must be on water projects
	Between 4-9 years relevant experience in the position.	15		
	10 and above years' relevant experience in the position	20		
	No qualification with minimum of 5 years' experience in the position	9		
	6 and above years' relevant experience in the position	15		
Experience of Key Personnel (Foreman)	1- 3 years' experience in the position	4	10	Curriculum Vitae to be attached with traceable references. Experience must be only on civil engineering projects specifically water.
	4-6 years' experience in the position	6		
	7-9 years' experience in the position	8		
	10 and above years' experience in the position	10		
Experience of Tenderer in completed similar projects	0-1 Project	2	35	Appointment letters and Completion Certificates (for subcontracting attach also appointment letter of main contractor).
	2-3 projects	5		
	4-5 projects	8		
	6-7 projects	12		
	More than 8-10	15		

**HARRY GWALA DISTRICT MUNICIPALITY**

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Financial Capacity	Undoubted for the amount of your enquiry	A = 10	10	Rating by bank where account is held
	Good for tender amount quoted	B = 7		
	Average too good for the amount of tender enquiry, if strictly in the way of business	C = 5		
	Rating below good (D )	E-F = 2		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

**Mrs N. A Dlamini  
Municipal Manager**



## T1.2: Tender Data

The Conditions Of Tender are the Standard Conditions of Tender as contained in Annex F of the legislated Standard Conditions of Tender as published in Board Notice 62 of 2004 in Government Gazette 2647 of 9 June 2004 and amended by:

1. Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005;
2. Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005;
3. Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006;
4. Board Notice 8 of 2008 in Government Gazette No 30692 of 1 February 2008; and
5. Board Notice 12 of 2009 in Government Gazette No. 31823 of 30 January 2009.
6. Board Notice 136 of 2015 in Government Gazette No. 10684 of 20 January 2017.

are for ease of reference included herein in their entirety. In case of any discrepancies, the gazetted version takes precedence.

The standard conditions of tender are included separately after the Tender Data

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

Clause Number	Description
F.1.1	The Employer is <b>Harry Gwala District Municipality</b>
F.1.2	<p>The tender documents issued by the employer comprise the following:</p> <p>T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><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 Adjudicator's Contract</p> <p><b>Part 2: Pricing data</b>  C2.1 Pricing Instructions  C2.2 Activity schedules / Bills of Quantities</p> <p><b>Part 3: Scope of work</b>  C3 Scope of work</p> <p><b>Part 4: Site information</b>  C4 Site Information</p> <p><b>Part 5: Drawings</b>  C5 Drawings</p>

Clause No.	Description
F.1.4	<p>The Employer's Agent's (also referred to as the Engineer) details are as follows:</p> <p>Name: LTE Consulting KZN (Pty) Ltd  Address: 64 Davenport Road,  Montrose,  Pietermaritzburg, 3201  Tel N<sup>o</sup>: (033) 347 1995  Fax N<sup>o</sup>: (033) 347 0171</p> <p>Contact Person Sibusiso Mabaso  Email: Sbupat63@gmail.com</p>
F.2.1	<p>The following tenders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders.</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE class of construction work; and</p> <p>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 the above (i.e. 6CE) and who satisfy the following criteria:</p> <ul style="list-style-type: none"> <li>• They can demonstrate they have the financial resources to undertake the work being tendered for</li> <li>• They have priced documents fairly and can demonstrate the basis of pricing of items where in the Engineer's opinion the pricing is unbalanced</li> <li>• They can demonstrate that they have experienced personnel to manage the work being tendered for.</li> </ul> <p>c) 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 CE class of work</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 6CE class of construction or a value determined in accordance Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
F2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Location <b><u>Municipal Council Chambers @ 40 Main Street IXOPO</u></b>  Date <b><u>08 October 2021</u></b>  Starting Time <b><u>10.30am</u></b></p> <p>Tenderers must sign the Attendance Register 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 Register.</p>

F2.12	<p>If a tenderer wishes to submit an alternative 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 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 the 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.2.13.5 F.2.15.1	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows:</p> <p>Location of Tender Box: <b>Foyer of Harry Gwala District Municipality Offices</b>  Physical Address: <b>40 Main Street, IXOPO</b>  Tender Documents Endorsed: <b>Contract HGDM 745/HGDM/2021</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 <b>12H00 on 29<sup>th</sup> October 2021</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is <b>twelve (12) weeks (90 days)</b> from the tender closing date
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) either a copy of the Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).</li> <li>2) Copies of company registration documents.</li> <li>3) an original valid Tax Clearance issued by the South African Revenue Services.</li> <li>4) Copies of ID documents of Shareholders/Members/Directors of the business enterprises.</li> <li>5) Copy of Letter of Good Standing from the Department of Labour;</li> <li>6) JV Agreement (if applicable);</li> <li>7) Occupational Health and Safety Plan (OHS)</li> <li>8) Proof of Preference Points Claimed (BBEEE Certificate).</li> </ol>
F.3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: <b>12H00</b>  Date: <b>29 October 2021</b></p> <p>Location: <b>Tender Box, Foyer of Harry Gwala District Municipality Offices, 40 Main Street, IXOPO, 3276</b></p>



F.3.11

The procedure for the evaluation of responsive tenders is **Method 2** with the 80/20 Preference Point System. Tenderers will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.

**Method 2: Financial Offer, Quality and Preferences**

**(a) Quality**

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where:

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$S_o$  = is the score for quality allocated to the submission under consideration

$M_s$  = is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables and summarised as follows:

The score for quality can be further broken down per individual criteria as follows:

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Financial Capacity	10
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

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	8-10 and above years' relevant experience in the position	25		
	No qualification with minimum of 5 years' experience in the position	5		
	No qualification with 6-10 years' experience in the position.	8		
	No qualification with 10 and above years' experience in the position	20		
Experience of Key Personnel (Site Agent)	Approved Degree/Diploma in built environment qualification and Less than 4 years' experience	7	20	Certified Qualification certificates and Curriculum Vitae to be attached with traceable references. Experience
	Between 4-9 years relevant experience in the position.	15		
	10 and above years' relevant experience in the position	20		

				must be on water projects
	No qualification with minimum of 5 years' experience in the position	9		
	6 and above years' relevant experience in the position	15		
Experience of Key Personnel (Foreman)	1- 3 years' experience in the position	4	10	Curriculum Vitae to be attached with traceable references. Experience must be only on civil engineering projects specifically water.
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Experience of Tenderer In completed similar projects	0-1 Project	2	35	Appointment letters and Completion Certificates (for subcontracting attach also appointment letter of main contractor).
	2-3 projects	5		
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Financial Capacity	Undoubted for the amount of your enquiry	A = 10	10	Rating by bank where account is held
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	Average too good for the amount of tender enquiry, if strictly in the way of business	C = 5		
	Rating below good (D )	E-F = 2		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

**(b) Financial Offer**

The financial offer will be scored using the following formula

$$Nf = W1 \times [1 - (P - Pm) / Pm]$$

where:

W1 = 80 for financial values up to R50 000 000 (inclusive of VAT) of all responsive tenders received, and 90 for financial values over R50 000 000;

Pm = the value of the comparative offer of the most favorable tender;

P = the value of the comparative offer under consideration

**(c) Preferences**

Up to 20 points (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as detailed below.

<b>BBBEE Status Level Contributor</b>	<b>Number of Points (80/20 Principle)</b>	<b>Number of Points (90/10 Principle)</b>
1	20	10
2	18	9
3	14	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-Compliant Contributor	0	0

- F.3.13.1** Tender offers will only be accepted if:
- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services, or has made arrangements to meet outstanding tax obligations
  - b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation, by tender closing date;
  - c) the tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges;
  - d) 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;
  - e) the tender has not
    - i) abused the Employer's Supply Chain Management System; or
    - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
  - f) has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process.
  - g) the Tenderer or a competent authorized representative of the Contractor who submitted the tender has attended the compulsory clarification meeting and/or site inspection, as specified;
  - h) the tender offer is signed by a person authorized to sign on behalf of the Tenderer;
  - i) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender.

**F.3.18** The number of paper copies of the signed contract to be provided by the Employer is one original plus one original duplicate.

The additional conditions of tender are as follows:

1. The BBBEE Certificate from an accredited organisation will be used to award preference points.

## **APPENDIX: STANDARD CONDITIONS OF TENDER**

*(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (5 August 2005))*

### **F.1 General**

#### **F.1.1 Actions**

**F1.1.1.** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F1.1.2.** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

**F.1.1.3** The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **F.1.2 Tender Documents**

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

#### **F.1.3 Interpretation**

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

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

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

- (a) **conflict of interest** means any situation in which
- I) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
  - II) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **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
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **Organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- (f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

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

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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 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 tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **F.1.6 Procurement Procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **F.1.6.2 Competitive Negotiation Procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4 , the Employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the Employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

### **F.1.6.3 Proposal Procedure using two stage system**

#### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2.** The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

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

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer 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.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the Employer's written approval prior to do so prior to the closing time of tenders.

**F.2.2 Cost of tendering**

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 Site visit and clarification meeting**

Attend, where required, a site visit and 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** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. 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 one tender offer only, either as a single tendering entity or as a member in joint venture, to provide the whole of the works, services or supply identified in the contract data, 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.2.13.9** Accept that tender offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the tender data.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

**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 requests from the tenderer**

**F.3.1.1** 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.3.1.2** Consider any request to make material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to

prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the prequalification process.

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

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date 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**

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

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

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

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price

and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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

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

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

**F.3.8.1** Determine, 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.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- 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**

**F.3.9.1** Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tenders in accordance with F.3.11 for :

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
  - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
  - The summation of the prices.

**F3.9.2** Notify the tenderers of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

**F.3.9.3** Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total as quoted shall

govern, and the unit rate will be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill 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

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

#### F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBEE contribution
- 3) Add the points scored for price and BBEE.

#### F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

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(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

<b>B-BBEE status level of contributor</b>	<b>Number of points</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

**90/10**

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

*Where:*

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**F.3.11.6 Decimal places**

Score price, preference and functionality, as relevant, to two decimal places.

**F.3.11.7 Scoring Price**

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

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

where:

$N_{FO}$  is the number of tender evaluation points awarded for price.

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

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

Table F.1: Formulae for calculating the value of A

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



### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring functionality

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

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

$$NQ = W2 \times SO / MS$$

where:

*SO is the score for quality allocated to the submission under consideration;*

*MS is the maximum possible score for quality in respect of a submission; and*

*W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data*

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

**F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB iTender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

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- F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
  - Procurement method and evaluation process
  - Contract type
  - Contract status
  - Number of firms tendering
  - Cost estimate
  - Contract title
  - Contract firm(s)
  - Contract price
  - Contract scope of work
  - Contract start date and duration
  - Contract evaluation reports
- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees.
- F3.19.7** The information must be published on the employer's website.
- F 3.19.8** Records of such disclosed information must be retained for audit purposes.



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**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

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<b>FORM A: Certificate of Attendance at Clarification Meeting .....</b>	<b>RD3</b>
<b>FORM B: Authority for Signatory.....</b>	<b>RD4</b>
<b>FORM C: Certificate of Registration with CIDB .....</b>	<b>RD6</b>
<b>FORM D: Schedule of Work Carried out by the Tenderer .....</b>	<b>RD7</b>
<b>FORM E: Preliminary Programme.....</b>	<b>RD8</b>
<b>FORM F: Amendments, Qualifications and Alternatives .....</b>	<b>RD9</b>
<b>FORM G: Tenderer's Tax Clearance Certificate .....</b>	<b>RD11</b>
<b>FORM H: Tenderer's Financial Standing.....</b>	<b>RD12</b>
<b>FORM I: Form of Intent to Provide a Performance Guarantee .....</b>	<b>RD14</b>
<b>FORM J: Compulsory Enterprise Questionnaire.....</b>	<b>RD15</b>
<b>FORM K: Proforma Client Reference of Projects .....</b>	<b>RD17</b>
<b>FORM L: Proof of Purchase of Tender Documents .....</b>	<b>RD18</b>
<b>FORM M: Preferential Procurement .....</b>	<b>RD19</b>
<b>FORM N: MBD4 Form.....</b>	<b>RD34</b>
<b>FORM O: BBBEE Certificate, Company Reg Doc &amp; Other Doc.....</b>	<b>RD37</b>
<b>FORM P: Joint Venture Disclosure Form .....</b>	<b>RD38</b>
<b>FORM Q: Schedule of Const Plant &amp; Equipment.....</b>	<b>RD44</b>
<b>FORM R: Schedule of Proposed Sub-Contractors .....</b>	<b>RD45</b>
<b>FORM S: Record of Addenda to Tender Documents .....</b>	<b>RD46</b>
<b>FORM T: Key Personnel.....</b>	<b>RD47</b>
<b>FORM U: Rates for Special Materials .....</b>	<b>RD49</b>
<b>FORM V: Contractor's Health and Safety Declaration.....</b>	<b>RD50</b>
<b>FORM W: UIF Registration Certificate .....</b>	<b>RD52</b>
<b>FORM X: Certificate of Municipal Services .....</b>	<b>RD53</b>

## **PART T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES**

### **1. List of Returnable Documents and Schedules Required for Tender Evaluation Purposes**

- Certificate of Tenderers' Attendance at the Clarification Meeting
- Authority for Signatory
- Schedule of Work Carried out by the Tenderer
- Certificate of Registration with CIDB
- Preliminary Programme
- Amendments, Qualifications and Alternatives
- Tax Clearance Certificate
- BBBEE Certificate
- Tenderer's Financial Standing
- Form of Intent to Provide a Performance Guarantee
- Compulsory Enterprise Questionnaire
- UIF Registration Certificate
- Proof of Purchase of Tender Documents
- MBD4 Form
- Joint Venture Disclosure Form
- Company Registration Certificate
- Identity Documents
- VAT Registration Certificate
- Copy of Cashed Cheque for Company
- Project Specific Health and Safety Plan
- Certificate of Municipal Services

### **2. Other Returnable Schedules and Documents that will be Incorporated Into the Contract**

- Schedule of Construction Plant & Equipment
- Schedule of Proposed Sub-Contractors
- Record of Addenda to Tender Documents
- Rates for Special Materials
- Contractor's Health and Safety Declaration
- Form of Offer and Acceptance (Part C1)
- Contract Data (Part C1)
- Form of Guarantee (Part C1)
- Adjudicator's Agreement (Part C1)
- Agreement in Terms of the OHS Act No 85 of 1993 (Part C1)
- Bill of Quantities (Part C2)
- Scope of Work (Part C3)
- Site Information (Part C4)
- Drawings (Part C5)

**FORM A: Certificate of Attendance at Clarification Meeting**

**CONTRACT N° HGDM 745/HGDM/2021**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES, DRILLING AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

(Please print)

It is hereby CERTIFIED that I, ..... (name)

in my capacity as.....and a duly authorized

representative of..... (the TENDERER)

of (address).....

in the company of.....(the ENGINEER)

attended the official Site Inspection on .....(date)

for and on behalf of the above named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above named Engineer.

SIGNATURE .....  
(On behalf of TENDERER)

DATE .....

**AS WITNESS :-**  
(On behalf of ENGINEER)

NAME .....

SIGNATURE .....

DATE .....

**FORM B: Authority for Signatory**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must 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"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for Company**

I, ....., chairperson

of the board of .....

hereby confirm that by resolution of the board (copy attached) taken on

..... 20...., Mr/Ms .....

acting in the capacity of ....., was authorised to sign all documents in connection with this tender for CONTRACT N° HGDM 745/HGDM/2021 and any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman: .....

2. .... Date: .....

Signature of Authorised Person: .....

**B. Certificate for Partnership**

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

....., hereby authorise

Mr/Ms ....., acting in the capacity of .....

....., to sign all documents in connection with this tender for

CONTRACT N° HGDM 745/HGDM/2021 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Signature of Authorised Person: .....



**C. Certificate for Joint Venture**

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

authorise Mr/Ms ....., authorised signatory of the company

....., acting in the capacity of lead partner, to sign all documents in connection with this tender for CONTRACT N° HGDM 745/HGDM/2021 and any 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 Name and Capacity	Authorising Signature
Lead Partner:			

Signature of Authorised Person: .....

**D. Certificate for Sole Proprietor**

I, ....., hereby confirm that I am

the sole owner of the business trading as .....

**As witnesses:**

1. .... Sole Owner: .....

2. .... Date: .....

Signature of Authorised Person: .....

**E. Certificate for Close Corporation**

We, calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions in the development of the pricing proposal.

lect all design assumptions in the development of the pricing proposal.

ect all design assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the c° HGDM 745/HGDM/2021 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

Signature of Authorised Person: .....

**FORM C: Certificate of Registration with CIDB**

The Tenderer is to attach a copy (ies) of Tenderer's Registration with CIDB or alternatively furnish the CIDB registration number and details in the table below. This information will be verified with the CIDB through the CIDB website. It is the Tenderer's responsibility to ensure that their details are displayed on the website. If a joint venture is tendering, details of all the JV members are to be furnished.

Name of Tenderer/Contractor	CIDB Registration Number	Category and Class of Registration e.g. 1CE

My/Our failure to submit the certificate(s) or furnish the required details with my/our tender document will lead to the conclusion that I/we are not registered with CIDB and therefore are not eligible to tender.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

**FORM D: Schedule of Work Carried out by the Tenderer**

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract.

<b>EMPLOYER</b> (Name, Tel No and Fax No)	<b>CONSULTING ENGINEER</b> (Name, Tel No and Fax No)	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>YEAR OF COMPLETION</b>

**SIGNATURE:** .....  
*(of person authorised to sign on behalf of the Tenderer)*

**DATE:** .....



**FORM F: Amendments, Qualifications and Alternatives**

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

**(a) AMENDMENTS**

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

**Notes:**

- (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
- (2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.

**(b) ALTERNATIVES**

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

**Notes**

- (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
- (2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.
- (3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

**(c) DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

**Note**

The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

SIGNATURE: ..... DATE: .....  
*(of person authorised to sign on behalf of the Tenderer)*

**FORM G: Tenderer's Tax Clearance Certificate**

The Tenderer is to attach his original Tax Clearance Certificate or SARS Pin on this page. In the case of a Joint Venture, original copies of Tax Clearance Certificates for all members of the Joint Venture must be attach.

**Tenderers must note that failure to comply with this requirement will render their tender invalid.**

**FORM H: Tenderer's Financial Standing**

**MHLABASHANE WATER SUPPLY - PHASE 2**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES, DRILLING AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**HGDM 745/HGDM/2021**

The Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To this end, the Tenderer must provide with his tender, a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the tenderer be unable to provide a bank rating with his tender, he shall be state the reasons thereof and in addition provide the following details of his banker and bank account details that he intends to use for the contract:

Name of Account Holder: .....

Name of Bank: ..... Branch: .....

Account Number: ..... Account Type: .....

Telephone Number: ..... Fax N°: .....

Name of Contact Person (*at bank*): .....

Failure to provide either the required bank details or a certified bank rating with his tender will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus received as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....



**CERTIFIED BANK RATING**

***Tenderers to attach a Certified Bank Rating to this page. Failure to comply may lead to awarding of zero points for quality on this criteria.***

**FORM I: Form of Intent to Provide a Performance Guarantee**

*[The Tenderer must attach hereto a letter from the bank or Institution. with whom he has made the necessary arrangements, to the effect that the said bank or Institution will be prepared to provide the required performance guarantee when asked to do so].*

*Tenderers are to refer to Form C1.3: Form of Guarantee*

**FORM J: Compulsory Enterprise Questionnaire**

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

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

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

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

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

Name*	Identity number*	Personal Income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity

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

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

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

Name of spouse, child or parent	Name of Institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*Insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Name of Enterprise \_\_\_\_\_

**FORM K: Proforma Client Reference of Projects**

The Tenderer must request previous Client/Referee to be complete this form for two projects for their respective pipeline reticulation projects (as claimed in the Tenderers Experience Schedule). The completed and signed forms to be submitted with the Tender.

**PROFORMA REPORT ON THE TENDERER'S COMPETENCE AND PERFORMANCE ON PIPELINE RETICULATION PROJECT FOR TENDER EVALUATION PURPOSES**

The following form will be requested to be completed by the Tenderers previous Clients.

**Project Details:**

Description of work: .....

Employer: .....

Value of work: .....

Contract Duration and Commencement Date: .....

Diameter of pipelines: .....

Length of pipelines: .....

	<b>Qualitative Statements as assessed by Referees</b>	<b>Points</b>	<b>Score</b>
1	"Contractor's Management was adequate for the contract"		
2	"Contractor provided suitably qualified Site personnel"	Unacceptable	0
3	"Contractor's provided adequate resources for the contract"	Poor	1
		Below Average	2
4	"Contractor's communication and compliance to instructions was good"	Average	3
		Above Average	4
5	"Quality of work produced was to drawings and specification"	Good	5
6	"Contract was completed on time"		
	<b>Total Points Obtained</b>		

Any other remarks considered necessary to assist in evaluation of the Service Provider?

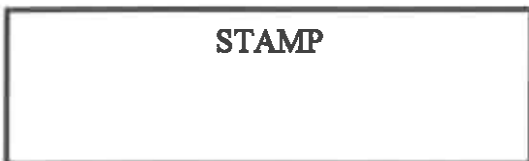
.....  
 .....

Client's/ contact person & Capacity: .....

Telephone: .....

Client Signature: .....

Date: .....



**FORM L: Proof of Purchase of Tender Documents**

The Tenderer shall insert here proof of purchase of the tender documents in the form of an official receipt or other acceptable form of proof

## FORM M: Preferential Procurement

Harry Gwala District Municipality has adopted the Preference Point System as stipulated in the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and as set out in the 2017 regulations.

### M.1. PRINCIPLES APPLIED BY THE MUNICIPALITY

- 1.1 The Harry Gwala District Municipality has a responsibility to ensure that resources are managed in the most efficient and effective manner possible. This aim forms part of a national objective to manage the use of the resources of the nation in a thrifty, careful and economic manner and in such a way as to maximise sustained economic growth. The Municipality also has a responsibility to ensure that its activities further other overall national objectives of equity and redress, and to balance the furthering of these objectives in a manner that is fair and transparent. The Municipality is committed, therefore, to a process of cost effective, competitive procurement for goods and services that incorporates a targeted preferential methodology aimed at furthering the growth and development of persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.
- 1.2 No contract for the supply of any goods to or for any work, undertaking or service for or on behalf of the Harry Gwala District Municipality involving an estimated expenditure in excess of an amount prescribed in the Municipality's Preferential Procurement/Supply Chain Management Policy shall be entered into by the Municipality, unless public tenders have been called for in the manner prescribed.
- 1.3 Furthermore, the Harry Gwala District Municipality shall, in accordance with the framework prescribed by national legislation, give preference in awarding contracts to persons or categories of persons historically disadvantaged by unfair discrimination on the basis of race, gender or disability, and shall make the granting of such preferences public in the manner determined in the policy.

### M.2 The 80/20 Preference Point System

The procedure for the evaluation of responsive tenders is **Method 2** with the 80/20 Preference Point System. Tenderers will be scored for quality first and only those tenders that meet the specified minimum total score for quality will be considered further. These tenders will then be evaluated on the basis of the 80/20 Preference Points System.

#### Method 2: Financial Offer, Quality and Preferences

##### (a) Quality

The score for quality is to be calculated using the following formula:

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

where:

$W_2$  = is the percentage score given to quality and equals 100

$S_o$  = is the score for quality allocated to the submission under consideration

$M_s$  = is the maximum possible score for quality in respect to the submission

The quality will comprise scores for the following based on criteria indicated in the respective tender returnables:

Description	Maximum Allocated Points
Experience of Key Personnel (Contracts Manager)	25
Experience of Key Personnel (Site Agent)	20
Experience of Key Personnel (Foreman)	10
Experience of Bidder with respect to similar projects	35
Financial Capacity	10
<b>TOTAL MAXIMUM POINTS</b>	<b>100</b>

The score for quality can be further broken down per individual criteria as follows:

Key Criteria Aspect	Basis for Points Allocation	Score	Max Score	Verification Method
Experience of Key Personnel (Contracts Manager)	Approved Degree/Diploma in built environment qualification and Less than 4 years' experience	8	25	Certified Qualification certificates and Curriculum Vitae to be attached with traceable references. Experience must be on water projects
	Between 4-7 years relevant experience in the position.	15		
	8-10 and above years' relevant experience in the position	25		
	No qualification with minimum of 5 years' experience in the position	5		
	No qualification with 6-10 years' experience in the position.	8		
	No qualification with 10 and above years' experience in the position	20		
Experience of Key Personnel (Site Agent)	Approved Degree/Diploma in built environment qualification and Less than 4 years' experience	7	20	Certified Qualification certificates and Curriculum Vitae to be attached with traceable references. Experience must be on water projects
	Between 4-9 years relevant experience in the position.	15		
	10 and above years' relevant experience in the position	20		
	No qualification with minimum of 5 years' experience in the position	9		
	6 and above years' relevant experience in the position	15		
Experience of Key Personnel (Foreman)	1- 3 years' experience in the position	4	10	Curriculum Vitae to be attached with traceable references. Experience must be only on civil engineering projects specifically water.
	4-6 years' experience in the position	6		
	7-9 years' experience in the position	8		
	10 and above years' experience in the position	10		
Experience of Tenderer in completed similar projects	0-1 Project	2	35	Appointment letters and Completion Certificates (for subcontracting attach also appointment letter of main
	2-3 projects	5		
	4-5 projects	8		
	6-7 projects	12		
	More than 8-10	15		



Financial Capacity	Undoubted for the amount of your enquiry	A = 10	10	contractor). Rating by bank where account is held
	Good for tender amount quoted	B = 7		
	Average too good for the amount of tender enquiry, if strictly in the way of business	C = 5		
	Rating below good (D )	E-F = 2		

**Tenderers that score less than 60% of the total score allowed for quality will not be considered further.**

**(b) Financial Offer**

The financial offer will be scored using the following formula

**Price Points: 80 Points Maximum**

The following formula will be used to calculate the pints for price in respect of tenders with a Rand value up to R50 000,000:-

$$Ps = 80 \left\{ 1 - \frac{(Pt - Pmin)}{Pmin} \right\}$$

Where:-

- Ps** = Points scored for price of tender under consideration
- Pt** = Rand value of offer tender consideration
- Pmin** = Rand value of lowest acceptable tender

**(c) Preferences**

Up to 20 points (for financial values up to R50 000 000) or 10 points (for financial values over R50 000 000) will be awarded to tenderers who are found to be eligible for the preference claimed.

Points will be awarded to Tenderers for attaining the BBEE status level of contribution as per the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 as detailed below.

BBBEE Contributor	Status Level	Number of Points (90/10 Principle)	Number of Points (80/20 Principle)
	1	10	20
	2	9	18
	3	8	14
	4	6	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2

Non-Compliant Contributor	0	0
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**(d) Example of Adjudication Schedule**

A typical example of the tender evaluation process and schedule is shown in the table below.

STAGE 1	STAGE 2	STAGE 3	STAGE 4	STAGE 5		STAGE 6	STAGE 7	STAGE 8	STAGE 9
Name of Tenderer	Price Tendered	Is Tenderer Responsive	Has Tenderer Scored adequate Points for Functionality	Risk Assessment			Points Allocation		
				Tendered Time for Completion Realistic	Has Tenderer got the plant and equipment	Are Rates & Price Realistic	Points for Price	Points for BBEE Status Level of Contribution	Total Points
A	50 000	Yes	Yes	6 Months	YES	NO	0	0	0
B	200 000	Yes	Yes	5 Months	YES	YES	80	2	82
C	210 000	Yes	Yes	6 Months	YES	YES	76.0	8	84.0
D	235 000	Yes	Yes	7 Months	YES	YES	66.0	5	83.8
E	235 000	Yes	Yes	5 Months	YES	YES	66.0	5	83.8
F	600 000	Yes	Yes	6 Months	YES	NO	0	0	0
G	240 000	No	N/A	N/A	YES	N/A	0	0	0

Calculation of Price Points - Tendered	Calculation of Development Points - Tendered
$N_p = 80 \left\{ 1 - \left( \frac{P - P_{min}}{P_{min}} \right) \right\}$ $N_p = 80 \left\{ 1 - \left( \frac{210\,000 - 200\,000}{200\,000} \right) \right\}$ $= 80 \times (1 - 0.05)$ $= 80 \times 0.95$ <p><b>Np = 76.0</b></p>	<p><b>BBBEE status level of contribution</b></p> <p>= 8 points</p>
<b>TOTAL ADJUDICATION POINTS = 76.0 + 8 = 84.0 POINTS</b>	

### **M.3 Bidder Submission Requirements**

All bidders must provide the following information and certificates with their bids and may not consider any quotation or bid submitted by a service provider who fails to submit the following information:

- All potential or actual conflicts of interests
- The name of the entity or person
- Whether the owner is or has been in the service of the state in the previous 12 months
- If the provider is not a natural person, whether any of its directors, managers , principle shareholders or stakeholders is in the service of the state or has been in the previous 12 months
- Whether a spouse, child or parent of the provider or of a director, manager shareholder or stakeholder is in the service of the state or has been in the previous 12 months
- Tax reference numbers, including Tax, PAYE, UIF and SDL and VAT, if applicable
- Identification or company registration numbers
- A valid Tax clearance certificates issued by SARS
- BBEEE Certificate for tendering entity. For joint ventures, the BBEEE certificates for the individual JV members should be submitted.
- Registration with relevant bodies or controlling authorities if such registrations are mandatory
- Employment Equity Registration Numbers from the Department of Labour, if applicable
- Proof of registration and a letter of good standing from the Compensation Commissioner in compliance with COID Act.
- Proof that municipal rates, taxes and service charges accounts are in order

### **M.4 Adjudication Criteria**

Adjudications will be conducted in accordance with the prescribed formulae as indicated in the Preferential Procurement Policy Framework Act and the Broad-Based Black Economic Empowerment Act and scorecards. Adjudication criteria will be clearly stated in the bid documents.

The award must be made to the bidder scoring the highest number of points unless objective criteria indicate that the award should be made to another bidder. The reasons for deviating from the prescribed norms and standards must be documented by the bid adjudication committee and reported immediately to the Accounting Officer. The Accounting Officer may at any stage, refer any recommendations made by either the bid evaluation or bid adjudication committees back to those committees for reconsideration.

### **M.5 Rejection / Disqualification Criteria**

The Municipality may disqualify any offer or bid submitted for the following reasons:

- (i) The bidder failed to comply with all submission requirements as stated in the tender document.
- (ii) The entity or one of its directors is listed on National Treasury's data base as a person prohibited from doing business with the public sector
- (iii) There are levies for water & sanitation service charges from any Municipality by the entity or any of its directors that are in arrears for longer than 3 months unless credit arrangements have been made in terms of council policies.
- (iv) The entity has failed to perform satisfactorily on previous contracts with any Municipality or other organ of state, after that entity was given written notice that performance was unsatisfactory

- (v) Any of the directors committed a corrupt or fraudulent act in competing for a particular contract or in the execution of a contract
- (vi) An Official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of a contract that benefited that person
- (vii) The entity or any of its directors abused the supply chain management system or committed any improper conduct in relation to such system
- (viii) Any director has been convicted for fraud or corruption during the past 5 years
- (ix) Has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the last 5 years
- (x) Misrepresentation of facts or information in the tender document submitted.
- (xi) Submission of two tender documents (from the same company) unless the other tender document is an alternative offer.
- (xii) Any persons whose tax matters have not been declared as being in order by the South African Revenue Services for awards in excess of R15, 000 Inc VAT.

**M.6 Payments**

Payments for Small and Micro projects shall be made within 30 days after submission of an acceptable invoice which has been approved by the Municipality's Representative or as specified in the Municipality's Special Conditions of Contract.

**M.7 Assignment**

The Service Provider may not cede or assign this contract or any moneys due or that may become due to it, without the prior written consent of the Municipality.

**M.8 Joint Ventures**

The Municipality will only accept Joint Venture agreements that are formed as a new legal entity and where an acceptable and legal agreement is submitted to the municipality. Any payments due to the Joint Venture will be made to the JV bank account.

**M.9 Penalties (Construction Contracts and where Necessary)**

Penalties on late completion of work shall be as specified in the Contract Data.

NATIONAL TREASURY

NO. R. 32

JANUARY 2017

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:  
PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

The Minister of Finance has, in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), made the regulations set out in the Schedule.

**SCHEDULE  
Preferential Procurement Regulations, 2017**

**Contents**

1. Definitions
2. Application
3. Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting
4. Prequalification criteria for preferential procurement
5. Tenders to be evaluated on functionality
6. 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million
7. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million
8. Local production and content
9. Subcontracting as condition of tender
10. Criteria for breaking deadlock in scoring
11. Award of contracts to tenderers not scoring highest points
12. Subcontracting after award of tender
13. Cancellation of tender
14. Remedies
15. Circulars and guidelines
16. Repeal of Regulations and saving
17. Short title and commencement

**Definitions**

1. In these Regulations, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned-

**"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

**"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;

**"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**“co-operative”** means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);

**“designated group”** means-

- (a) black designated groups;
- (b) black people;
- (c) women;
- (d) people with disabilities; or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);

**“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);

**“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

**“military veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

**“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

**“people with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

**“price”** includes all applicable taxes less all unconditional discounts;

**“proof of B-BBEE status level of contributor”** means-

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

**“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

**“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

**“rural area”** means-

- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;

**“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);

**“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

**“township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

**“treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

“youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

**Application**

2. These Regulations apply to organs of state as envisaged in the definition of organ of state in section 1 of the Act.<sup>1</sup>

**Identification of preference point system, designated sector, pre-qualification criteria, objective criteria and subcontracting**

3. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

(ii) if it is unclear which preference point system will be applicable, 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;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

**Pre-qualification criteria for preferential procurement**

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

(a) a tenderer having a stipulated minimum B-BBEE status level of contributor;

(b) an EME or QSE;

(c) a tenderer subcontracting a minimum of 30% to-

(i) an EME or QSE which is at least 51% owned by black people;

(ii) an EME or QSE which is at least 51% owned by black people who are youth;

(iii) an EME or QSE which is at least 51% owned by black people who are women;

(iv) an EME or QSE which is at least 51% owned by black people with disabilities;

(v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(vi) a cooperative which is at least 51% owned by black people;

(vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

(viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

**Tenders to be evaluated on functionality**

5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.

(2) The evaluation criteria for measuring functionality must be objective.

(3) The tender documents must specify-

(a) the evaluation criteria for measuring functionality;

(b) the points for each criteria and, if any, each sub-criterion; and

(c) the minimum qualifying score for functionality

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<sup>1</sup>The definition of “organ of state” in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;

- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition. The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

- (4) The minimum qualifying score for functionality for a tender to be considered further-
  - (a) must be determined separately for each tender; and
  - (b) may not be so-
    - (i) low that it may jeopardise the quality of the required goods or services; or
    - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

**80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million**

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where:-

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Rand value of offer tender consideration
- P<sub>min</sub> = Rand value of lowest acceptable tender

(2) The following table must be used to calculate the score out of 20 for BBEE:

BBEE Status Level Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
  - (a) may only score points out of 80 for price; and
  - (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.



(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

**90/10 preference point system for acquisition of goods or services with Rand value above R50 million**

7.(1) The following formula must be used to calculate the points out of 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

(2) The following table must be used to calculate the points out of 10 for BBEE:

<b>BBEE Status Level Contributor</b>	<b>Number of Points</b>
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

- (ii) If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
  - (iii) If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

**Local production and content**

- 8.(1)** The Department of Trade and Industry may, in consultation with the National Treasury-
- (a) designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, where only locally produced services or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content, taking into account economic and other relevant factors; and
  - (b) stipulate a minimum threshold for local production and content.
- (2)** An organ of state must, in the case of a designated sector, advertise the invitation to tender with a specific condition that only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.
- (3)** The National Treasury must inform organs of state of any designation made in terms of regulation 8(1) through a circular.
- (4)**
- (a) If there is no designated sector, an organ of state may include, as a specific condition of the tender, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
  - (b) The threshold referred to in paragraph (a) must be in accordance with the standards determined by the Department of Trade and Industry in consultation with the National Treasury.
- (5)** A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

**Subcontracting as condition of tender**

- 9.(1)** If feasible to subcontract for a contract, an organ of state must apply subcontracting to advance designated groups.
- (2)** If an organ of state applies subcontracting as contemplated in sub regulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of threshold of the value of the contract as follows:
- Subcontracting to start from R5 million to be 5%
  - Appoint 2 sub-contractors between R10 million to R20 million at R1.5 million each
  - Appoint 3 sub-contractors for R30 million at R3 million each
  - Sub-contractors to be mentored and capacitated by main contractor

The subcontractors are to be from the following designated groups: an EME or OSE;

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- (b) an EME or QSE which is at least 51% owned by black people;
  - (c) an EME or QSE which is at least 51% owned by black people who are youth ;
  - (d) an EME or QSE which is at least 51% owned by black people who are women;
  - (e) an EME or QSE which is at least 51% owned by black people with disabilities ;
  - (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - (g) a cooperative which is at least 51% owned by black people;
  - (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
  - (i) more than one of the categories referred to in paragraphs (a) to (h).
- (3)** The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

**Criteria for breaking deadlock in scoring**

- 10.(1)** If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for B-BBEE.
- (2)** If functionality is part of the evaluation process and two or more tenderers score equal total points and equal preference points for B-BBEE, the contract must be awarded to the tenderer that scored the highest points for functionality.

(3) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

**Award of contracts to tenderers not scoring highest points**

11.(1) A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act.

(2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents.

**Subcontracting after award of tender**

12.(1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

(2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**Cancellation of tender**

13. (1) An organ of state may, before the award of a tender, cancel a tender invitation if-

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

(2) The decision to cancel a tender invitation in terms of sub regulation (1) must be published in the same manner in which the original tender invitation was advertised.

(3) An organ of state may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**Remedies**

14.(1) Upon detecting that a tenderer submitted false information regarding its BBBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must-

- (a) inform the tenderer accordingly;
- (b) give the tenderer an opportunity to make representations within 14 days as to why-
  - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
  - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
  - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
- (c) if it concludes, after considering the representations referred to in sub regulation (1)(b), that-
  - (i) such false information was submitted by the tenderer-
    - (aa) disqualify the tenderer or terminate the contract in whole or in part; and
    - (bb) if applicable, claim damages from the tenderer; or
  - (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing, penalise the tenderer up to 10 percent of the value of the contract.

(2) (a) An organ of state must-

- (i) Inform the National Treasury, in writing, of any actions taken in terms of sub regulation (1);
  - (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
  - (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.
- (b) The National Treasury may request an organ of state to submit further information pertaining to sub-regulation (1) within a specified period.
- (3) The National Treasury must-
- (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
  - (b) maintain and publish on its official website a list of restricted suppliers.

### **Circulars and guidelines**

#### **15. The National Treasury may issue-**

- (a) a circular to inform organs of state of any matter pertaining to these Regulations; or
- (b) a guideline to assist organs of state with the implementation of any provision of these Regulations.

### **Repeal of Regulations and saving**

16.(1) Subject to this regulation, the Preferential Procurement Regulations, 2011, published in Government Notice No R. 502 of 8 June 2011 (herein called "the 2011 Regulations), are hereby repealed with effect from the date referred to in regulation 17.

(2) Any sector designated, and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of these Regulations.

(3) Any tender advertised before the date referred to in regulation 17 must be dealt with in terms of the 2011 Regulations.

### **Short title and commencement**

17. These Regulations are called the Preferential Procurement Regulations, 2017 and take effect on 1 April 2017.

**FORM N: MBD4 Form**

**MBD 4**

**DECLARATION OF INTEREST**

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/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<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 directors 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.**

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

.....



**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT HGDM 745/HGDM/2021**

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**FORM O: BBBEE Certificate, Company Registration Documents and Other Documents**

Tenderers are to attach certified copies of the following documentation to this page:

- **BBBEE Certificate**
- **Company Registration Documents**
- **Identity Documents of Company Shareholders/members.**
- **Proof of Registration on Central Supplier Database**

**Tenderers are to note that failure to submit the above documentation may result in the non-award of other preference points during tender evaluation**

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT HGDM 745/HGDM/2021**

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**FORM P: Joint Venture Disclosure Form**

**EMPLOYER** : Harry Gwala District Municipality

**CONTRACT DESCRIPTION** : **MHLABASHANE WATER SUPPLY - PHASE 2**

**CONTRACT NUMBER** : **HGDM 745/HGDM/2021**

**PROJECT REFERENCE NUMBER** :

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- Note:
- 1) This form needs not be completed for Joint Ventures which have targeted enterprise partners.
  - 2) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be attached.
  - 3) A copy of the joint venture agreement must be attached to this form. In order to demonstrate the targeted enterprise partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
    - i) The contributions of capital and equipment
    - ii) Work items to be performed by the targeted enterprise partner's own forces.
    - iii) Work items to be performed under the supervision of the targeted enterprise partner.
    - iv) The commitment of management, supervisory and operative personnel employed by the targeted enterprise partner to be dedicated to the performance of the Contract.
  - 4) Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
  - 5) Targeted enterprise partners must each complete an Enterprise Declaration Affidavits.

**JOINT VENTURE PARTICULARS**

**Name** : \_\_\_\_\_

**Postal address** : \_\_\_\_\_

**Physical address** : \_\_\_\_\_

**Telephone** : \_\_\_\_\_ **Fax** \_\_\_\_\_

**IDENTITY OF EACH NON-TARGETED ENTERPRISE PARTNERS**

**Name** : \_\_\_\_\_

**Postal address** : \_\_\_\_\_

**Physical address** : \_\_\_\_\_

**Telephone** : \_\_\_\_\_ **Fax** \_\_\_\_\_

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT HGDM 745/HGDM/2021**

Contact Person : \_\_\_\_\_

(Continue as required for further non-targeted enterprise partners)

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

**IDENTITY OF EACH TARGETED ENTERPRISE PARTNER**

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

Name : \_\_\_\_\_  
 Postal address : \_\_\_\_\_  
 Physical address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_ Fax : \_\_\_\_\_  
 Contact Person : \_\_\_\_\_

**DESCRIPTION OF THE ROLE OF THE TARGETED PARTNERS IN THE JOINT VENTURE**


**OWNERSHIP OF THE JOINT VENTURE**

a) Percentage Ownership in respect of	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
b) Profit an Loss Sharing	:	Targeted Enterprises	_____ %	Targeted Enterprises	_____ %
c) Initial Capital Contribution	:	Targeted Enterprises	_____ R	Targeted Enterprises	_____ R
d) Ongoing Capital Contribution	:	Targeted Enterprises	_____ R	Targeted Enterprises	_____ R
e) Major Plant and Equipment Contribution	:	Targeted Enterprises	_____	Targeted Enterprises	_____

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**RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT OR AS PARTNERS IN OTHER JOINT VENTURES**

**Targeted Enterprise Partners**

- 1. : \_\_\_\_\_
- 2. : \_\_\_\_\_
- 3. : \_\_\_\_\_
- 4. : \_\_\_\_\_
- 5. : \_\_\_\_\_

**Non-Targeted Enterprise Partners**

- 1. : \_\_\_\_\_
- 2. : \_\_\_\_\_
- 3. : \_\_\_\_\_
- 4. : \_\_\_\_\_
- 5. : \_\_\_\_\_

**CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

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

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Cheque Signing				
Authority to enter into contracts on behalf of the Joint Venture				
Signing, co-signing and/or collateralizing of loans				
Acquisition of lines of credit				
Acquisition of performance bonds				
Negotiating and signing labour agreements				

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**MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

Function	Targeted Enterprise Partner		Non-Targeted Enterprise	
	Enterprise	Name of Person	Enterprise	Name of Person
Supervision of field operations				
Major purchasing				
Estimating				
Technical management				

**MANAGEMENT AND CONTROL OF JOINT VENTURE**

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

Partner	Targeted Enterprise Status		Authority Status	
	YES	NO	YES	NO

**PERSONNEL**

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

TRADE/FUNCTION/	Total Qty Required	Qty supplied by Targeted Enterprise	Qty supplied by non-Targeted Enterprise

- b) Name of individual who will be responsible for hiring Joint Venture employees : \_\_\_\_\_
- c) Name of individual who will be responsible for preparation of Joint Venture payrolls : \_\_\_\_\_

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**CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.


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

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

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Duly authorised to sign on behalf of : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone : \_\_\_\_\_

Fax : \_\_\_\_\_

Date : \_\_\_\_\_

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**MHLABASHANE WATER SUPPLY - PHASE 2**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT No. HGDM 745/HGDM/2021**

**PART T2.2: RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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FORM Q:	Schedule of Construction Plant & Equipment .....	RD44
FORM R:	Schedule of Proposed Sub-Contractors .....	RD45
FORM S:	Record of Addenda to Tender Documents .....	RD46
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FORM U:	Rates for Special Materials.....	RD49
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**FORM Q: Schedule of Construction Plant & Equipment**

The following are lists of major Construction Plant and Equipment that I / We presently own or Lease and will have available for this contract if my / our tender is accepted.

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

<b>DESCRIPTION (type, size, capacity etc)</b>	<b>QUANTITY</b>	<b>YEAR OF MANUFACTURE</b>

*Attach additional pages if more space is required*

(b) **Details of major Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

<b>DESCRIPTION (type, size, capacity etc)</b>	<b>QUANTITY</b>	<b>HOW ACQUIRED</b>	
		<b>HIRE/ BUY</b>	<b>SOURCE</b>

*Attach additional pages if more space is required*

SIGNATURE: .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....





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**FORM S: Record of Addenda to Tender Documents**

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

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

**HARRY GWALA DISTRICT MUNICIPALITY**

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**FORM T: Key Personnel**

Tenderers shall provide details of the Site Agent(s) and General Foreman's experience in work of a similar nature to that for which their tender is submitted.

Failure to complete this schedule may result in the tender not being considered.

**a. Contracts Manager**

<b>CONTRACTS MANAGER</b>	<b>NAME:.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

**b. Site Agent**

<b>SITE AGENT</b>	<b>NAME:.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

**c. Foreman**

<b>GENERAL FOREMAN</b>	<b>NAME:.....</b>			
<b>CONTRACT &amp; CLIENT</b>	<b>NATURE OF WORK</b>	<b>POSITION HELD</b>	<b>VALUE OF WORK</b>	<b>YEAR COMPLETED</b>

**SIGNATURE: .....**  
*(of person authorised to sign on behalf of the Tenderer)*

**DATE: .....**

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**Tenderers to attach CV of the following proposed site staff:**

- 1. Site Agent**
- 2. Foreman**
- 3. Contracts Manager**



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**FORM V: Contractor's Health and Safety Declaration**

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHS Act 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: ..... DATE: .....  
(of person authorised to sign on behalf of the Tenderer)

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**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 , CONSTRUCTION REGULATIONS 2003**

***[In terms of Regulation 3 of the Construction Regulations 2003, the successful Tenderer must complete and forward this form prior to commencement of work to the office of the Department of Labour.]***

1. (a) Name and postal address of Contractor: .....
- (b) Name of Contractor's contact person: .....  
Telephone number: .....
2. Contractor's compensation registration number: .....
3. (a) Name and postal address of client: .....
- (b) Name of client's contact person or agent: .....  
Telephone number .....
4. (a) Name and postal address of designer(s) for the project: .....
- (b) Name of designer's contact person: .....  
Telephone number .....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): .....  
Telephone number: .....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).  
.....
7. Exact physical address of the construction site or site office:.....  
.....
8. Nature of the construction work: .....
- .....
9. Expected commencement date: .....
10. Expected completion date: .....
11. Estimated maximum number of persons on the construction site: .....
12. Planned number of subcontractors on the construction site accountable to Contractor: .....
13. Name(s) of subcontractors already chosen: .....
- .....
- .....

**SIGNED BY:**

**CONTRACTOR:**..... **DATE:**.....

**CLIENT:**..... **DATE:**.....

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**FORM W: UIF Registration Certificate**

***Tenderers to attach copy of UIF Registration Certificate***



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**FORM X: Certificate of Municipal Services**

Information required in terms of the Harry Gwala District Municipality's Supply Chain Management Policy. Latest municipal services account statement must be attached.

<b>Tender Number:</b> <b>HGDM 745/HGDM/2021</b>
<b>Name of the Tenderer:</b> _____

**FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
*(full name in block letters)*

certify that the information furnished on this declaration form is correct and that I/we have 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.

\_\_\_\_\_  
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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**Please note:**

**Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE and THIS DECLARATION MUST STILL BE SIGNED.**

**MUNICIPAL SERVICES STATEMENT**

***Tenderers are to attach the latest statement (not more than 3 months old) from the municipality where the Tenderer receives municipal services***

**MHLABASHANE WATER SUPPLY - PHASE 2**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

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**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a Contract for the procurement of: **CONTRACT HGDM 745/HGDM/2021**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

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 apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) 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:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Tenderer (organisation):** .....

**Address:** .....  
.....  
.....

**Tel:** ..... **Fax:** .....

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**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

**CIDB Registration N°:**.....

**B: 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 C1 to C4 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:** .....

**Name: (in capitals)** .....

**Capacity:** .....

**Name of Employer (organisation):** .....

**Address:** .....  
.....

**Witness:**

**Signature:** ..... **Name:** .....

**Date:** .....

**C: Schedule of Deviations**

**Notes:**

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

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**Subject** \_\_\_\_\_  
**Details** \_\_\_\_\_  
\_\_\_\_\_

**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

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copy of this agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Tenderer:** *(Name and address of organisation)*.....

.....

**Witness :**

**Signature:** .....

**Name:** .....

**Date:** .....

**FOR THE EMPLOYER**

**Signature:** .....

**Name:** .....

**Capacity:** .....

**Employer:** *(Name and address of organisation)*.....

.....

**Witness :**

**Signature:** .....

**Name:** .....

**Date:** .....



**D: Confirmation of Receipt**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The .....(day)  
of .....(month)  
20.....(year)  
at .....(place)

**For the Contractor:**

.....  
Signature

.....  
Name

.....  
Capacity

**Signature and Name of Witness:**

.....  
Signature

.....  
Name

## **PART C1.2 CONTRACT DATA**

### **C1.2.1 General Conditions of Contract**

The General Conditions of Contract for Construction Works (3<sup>RD</sup> Edition 2015) published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 is applicable to this contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011- 805 5947, Fax: 011 – 805 5971).

The Contract Data referred to in the General Conditions of Contract follow, with the Data to be completed Employer furnished. The Tenderer is to provide his details in the spaces provided.

**C1.2.2 Contract Data Provided by Employer****CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

	<b>GCC 2015 Clause</b>	
Defects Liability Period	1.1.1.13	12 months
Name of Employer	1.1.1.15	Harry Gwala District Municipality
Address of Employer	1.2.1.2	40 main Street, Ixopo, 3276 Harry Gwala District Municipality P O Box X501 IXOPO 3276 Email address: Tel N°: +27 39 834 8700 Fax N°: +27 39 834 2459
Name of Engineer	1.1.1.16	LTE Consulting KZN (Pty) Ltd represented by Sibusiso Mabaso
Address of the Engineer	1.2.1.2	LTE Consulting KZN (Pty) Ltd 64 Davenport Road, Montrose, Pietermaritzburg, 3201 Tel N°: 033 347 1995 Fax N°: 033 347 0171 Email: sbupat63@gmail.com
Pricing Strategy	1.1.1.26	Re-measurement Contract
Subcontracting	4.4.7	Add the following new Clause: <b>The contractor will be required to subcontract up to a maximum of 30% of the work to local subcontractors. The work to be subcontracted will be agreed upon with the Employer</b>
Documentation Required Before Commencement of Construction Works	5.3.1	Health and Safety File (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurances (Refer to Clause 8.6)
Time to Submit the Documentation Before Commencement with the Works	5.3.2	14 days after commencement date
Non-working Days	5.8.1	Sundays

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT HGDM 745/HGDM/2021**

	<b>GCC 2015 Clause</b>	
Special Non working days	5.8.1	1. Public Holidays 2. The year-end break commencing on the first day ,working day, after 15 December and ending on the first Tuesday after 5 January of the next year
Penalty for Falling to Complete the Works	5.13.1	R1, 000.00 per calendar day
The Latent Defect Period	5.16.3	10 years
Contract Price Adjustment Schedule	6.8.2	x = 0,15 a = 0,20 b = 0,20 c = 0,50 d = 0,10  'L' shall be the "Weighted Average" index, P0141, Table A  'F' shall be the "Fuel (Diesel)" index given in P0142.1 Table 12 for KwaZulu Natal
Area for Producer Price Index		Pietermaritzburg
Base Month		Month before closing date of Tenders
Price Adjustments for Special Materials	6.8.3	Price adjustments for variations in the costs special materials are allowed
The Percentage Advance on Materials not yet Built into the Permanent Works	6.10.1.5	80% (subject to provision of Indemnity for Materials on Site)
Limit of Retention Money	6.10.3	10% of Contract Sum
Value of Plant and Material Supplied by Employer to be included in the Insurance sum	8.6.1.1.2	Nil
Amount to cover professional fees for repairing damage and loss	8.6.1.1.3	14% of Required
Limit of Indemnity for Liability Insurance	8.6.1.3	R10, 000, 000.00 for each and every claim
Dispute Resolution	10.5.1	Standing Adjudication Board
Number of Adjudication Board Members to be Appointed	10.5.3	One
Dispute Determination	10.7.1	Dispute Determination shall be by Arbitration

SIGNATURE OF TENDERER: .....

DATE: .....

**C1.2.3 Data Provided by the Contractor**

	<b>GCC 2015 Clause</b>																			
Name of Contractor	1.1.1.9	.....																		
Address of Contractor (Physical and Postal)	1.2.1.2	..... ..... ..... ..... .....																		
Tel:		.....																		
Fax:		.....																		
Email:		.....																		
Time for Achieving Practical Completion:	1.1.1.14	..... <b>Weeks</b>																		
Security to be Provided by Contractor	6.2.1	Refer to Table Below																		
<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>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i></td> <td></td> </tr> <tr> <td>Cash deposit of ..... % of the Contract Sum</td> <td></td> </tr> <tr> <td>Performance Guarantee of ..... % of the Contract Sum</td> <td></td> </tr> <tr> <td>Retention of ..... % of the value of Works</td> <td></td> </tr> <tr> <td>Cash Deposit of ..... % of the Contract Sum plus Retention of ..... % of the value of Works</td> <td></td> </tr> <tr> <td>Performance Guarantee of ..... % of the Contract Sum plus Retention of ..... % of the value of Works</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>			Type of Security	Contractor's Choice (Indicate "YES" or "NO")	<i>Is Value Added Tax included in the Contract Sum and value of Works for calculating percentages?</i>		Cash deposit of ..... % of the Contract Sum		Performance Guarantee of ..... % of the Contract Sum		Retention of ..... % of the value of Works		Cash Deposit of ..... % of the Contract Sum plus Retention of ..... % of the value of Works		Performance Guarantee of ..... % of the Contract Sum plus Retention of ..... % of the value of Works					
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Cash Deposit of ..... % of the Contract Sum plus Retention of ..... % of the value of Works																				
Performance Guarantee of ..... % of the Contract Sum plus Retention of ..... % of the value of Works																				
Price variation of special materials*	6.8.3	.....																		

Type of Special Material	Unit	Rate or Price*
Rate or price for base month of*	6.8.2	.....

**Tenderers are to note that failure to provide a time for completion of the contract will invalidate the tender offer.**

**\* Delete inapplicable**

Signature: .....

Name of Signatory: .....

Date: .....

Name of Tenderer .....

**C1.3: PERFORMANCE GUARANTEE**

For use with the General Conditions of Contractor for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical Address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

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

"Contract Sum" means: The accepted amount inclusive of tax of R .....  
Amount in words: .....

.....  
"Expiry Date" means: .....

**CONTRACT DETAILS**

Engineer issues; Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and / or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that :
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

- 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
- 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/ or the provisional/ final sequestration and / or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by Guarantor in terms of 4 or shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment of the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.



- 12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1994, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4: DISCLOSURE STATEMENT**

(Date).....

Contract: (Name).....

Contractor: (Name).....

Employer: (Name).....

Engineer: (Name).....

Dear Sirs,

I am willing and available to serve as (ad-hoc/standing) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I had no previous involvement with this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do not have or not have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect the same.

*Should there be any deviation from the foregoing statements, details shall be given hereunder.*

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

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT HGDM 745/HGDM/2021**

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**C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **HARRY GWALA DISTRICT MUNICIPALITY** (hereinafter called the **EMPLOYER**) of the one part, herein represented by: .....

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

**AND:** .....

(hereinafter called the **CONTRACTOR**) of the other part, herein represented by.....

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

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the **CONTRACTOR** is the Mandatory of the **EMPLOYER** in consequence of an agreement between the **CONTRACTOR** and the **EMPLOYER** in respect of

**CONTRACT** No: ..... (**CONTRACT TITLE**)

.....  
for the construction, completion and maintenance of the works;

**AND WHEREAS** the **EMPLOYER** and the **CONTRACTOR** have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the **ACT**);

**NOW THEREFORE** the parties agree as follows:

1. The **CONTRACTOR** undertakes to acquaint the appropriate officials and employees of the **CONTRACTOR** with all relevant provisions of the **ACT** and the regulations promulgated in terms thereof.
2. The **CONTRACTOR** undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the **ACT** and Regulations: Provided that should the **EMPLOYER** have prescribed certain arrangements and procedures that same shall be observed and adhered to by the **CONTRACTOR**, his officials and employees. The **CONTRACTOR** shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The **CONTRACTOR** hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the **ACT** and Regulations, and the **CONTRACTOR** expressly absolves the **EMPLOYER** and the Employer's **CONSULTING ENGINEERS** from being obliged to

comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
  
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the  
**CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the  
**EMPLOYER**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

**C1.6: ADJUDICATION BOARD MEMBER AGREEMENT**

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....  
.....  
.....

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.....  
.....  
.....

Employer: *(Name, physical address, postal address, email address, fax number, telephone, number and mobile number)*.....  
.....  
.....

The contractor and the Employer will hereinafter be collectively referred to as "the Parties".

The Parties entered into a Contract for .....  
*(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to *(ad-hoc adjudication/standing adjudication\*\*)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain Independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT HGDM 745/HGDM/2021**

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5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling :
  - a. A monthly retainer of R.....(*amount*) for .....(*number*) of months, and /or
  - b. A daily fee of R.....(*amount*) based on a .....(*number*) hour day, and /or
  - c. A hourly fee of R.....(*amount*), and /or
  - d. A non- recurrent appointment fee of R.....(*amount*) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/ Employer\*\**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such Invoice shall attract the interest at prime plus 3% points compounded monthly at the prime rate changed by the Adjudication Board Member's bank.

**This Agreement is entered into by:**

**Contractor's Signature** : .....

**Contractor's name** : .....

**Place** : .....

**Date** : .....

**Employer's signature** : .....

**Employer's name** : .....

**Place** : .....

**Date** : .....

**Adjudication Board Member's signature** : .....

**Adjudication Board Member's name** : .....

**Place** : .....

**Date** : .....

***\*\*Delete the Inapplicable party***

**MHLABASHANE WATER SUPPLY - PHASE 2**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES  
AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT No. HGDM 745/HGDM/2021**

**PART C2: PRICING DATA**

**INDEX**

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<b>C2.2 Schedule of Quantities .....</b>	<b>PD6</b>



## **PART C2: PRICING DATA**

### **C2.1 Pricing Instructions**

- 1 The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each Item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work 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 the Contractor inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several Items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

## 8 PROVISIONAL SUM

Where Provisional sums or Prime Cost sums are provided for Items in the Bill of Quantities, payments for the Work done under such items will be made accordance with Clause 6.6 of GCC 2015 (3<sup>rd</sup> Edition) of the General Condition of Contract. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract, such approval shall be granted by the Executive Director Infrastructure Services as delegated by the Accounting Officer.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the stated provisional percentages and sums in the Summary of the Bill of Quantities, will not be permissible.

## 9 CONTINGENCY

The sum provided under contingency in the Bill of Quantities is under the sole control of the Employer and may be deducted in whole or in part and shall only be expended by order of the Employer as Variation Order. The use of contingency shall be upon approval by the Executive Director Infrastructure Services as delegated by the Accounting Officer.

## 10 PAYMENT FOR THE LABOUR-INTENSIVE COMPONENT OF THE WORKS

Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either 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 work, 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.

Where minimum labour intensity is specified in 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 targets.

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. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

11. Linkage of Payment for Labour-Intensive Component of Works to Submission of Project Data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframes stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information.

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants
- Attendance Registers for the EPWP Participants
- Proof of Payment of EPWP Employees
- Monthly Reporting Template as per EPWP requirements

10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill 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
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES  
AT MHLABASHANE**

**HGDM 745/HGDM/2021**

---

**No. = number**

**11 For the purposes of this Bill 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 Standardized, Project or Particular Specifications**
- Quantity : The number of units of work for each item**
- Rate : The payment per unit of work at which the Tenderer tenders to do the work**
- Amount : The quantity of an item multiplied by the tendered rate of the (same) item**
- Sum : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units**

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**HGDM 745/HGDM/2021**

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## **C2.2 Schedule of Quantities**

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 1 : PRELIMINARY AND GENERAL

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
1.1	SABS 1200 A	SECTION 1 : PRELIMINARY AND GENERAL  <i>NOTE: A rate or price must be entered in the amount column for each item. Items which are included should have the word 'included' written in the appropriate amount column.</i>					
1.2	8.3	SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS					
1.2.1	8.3.1	Contractual Requirements		Sum	1		
	8.3.2.1	Establishment of Facilities on the Site		Sum	1		
1.2.2		Nameboards		No	2		
	8.3.2.2	Facilities for Contractor					
1.2.3		a) Offices and storage sheds		Sum	1		
1.2.4		b) Workshops		Sum	1		
1.2.5		c) Laboratories		Sum	1		
1.2.6		d) Living Accommodation		Sum	1		
1.2.7		e) Ablution and latrine facilities		Sum	1		
1.2.8		f) Tools and equipment		Sum	1		
1.2.9		g) Water supplies, electric power and communications		Sum	1		
1.2.10		h) Dealing with water (Sub clause 5.5)		Sum	1		
1.2.11		i) Access (Sub clause 5.8)		Sum	1		
1.2.12		j) Plant		Sum	1		
1.2.13	8.3.3	Other Fixed-charge Obligations		Sum	1		
		All work to ensure compliance with the provisions of the OHS Act 85 of 1993 and Regulations R1010 as published in Government Gazette on 18 July 2003. This item shall include all costs to provide a safety plan including the monitoring thereof, auditing thereof and the reporting thereon to the Engineer, on a regular basis.		P/Sum	1	250 000,00	250 000,00
1.2.14		All work required to be done for Environmental Management. NB. Exclude top soiling; compaction of earth berms and grassing etc. as these are individually itemised.		Sum	1		
1.2.15				Sum	1		
1.2.16	8.3.4	Removal of Site Establishment		Sum	1		
1.3	8.4	SCHEDULED TIME-RELATED ITEMS					
1.3.1	8.4.1	Contractual Requirements		Month	8		
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction, except where otherwise stated.					
	8.4.2.1	Facilities for Engineer					
1.3.2		Nameboards (2 No.)		No.			
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 1 : PRELIMINARY AND GENERAL

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
1.3.3		a) Furnished offices		Month	8		
1.3.4		b) Telephone/ laptop		Month	8		
1.3.5		c) Laboratories		Month			
1.3.6		d) Living Accommodation		Month	8		
1.3.7		e) Ablution and latrine facilities		Month			
1.3.8		f) Tools and equipment		Month			
1.3.9		g) Water supplies, electric power and communications		Month			
1.3.10		h) Dealing with water (Sub clause 5.5)		Month			
1.3.11		i) Access (Sub clause 5.8)		Month	8		
1.3.12		j) Plant		Month			
1.3.13	8.4.3	Supervision for Duration of Construction		Month	8		
1.3.14	8.4.4	Company and head office overhead costs for the duration of the contract		Month	8		
1.3.15	8.4.5	Other time-related obligations		Month	8		
		Environmental Management Plan Audits.		Prov Sum	1	220 000,00	220 000,00
	8,5	<b>SUMS STATED PROVISIONALLY BY ENGINEER</b>					
	8,6	<b>DAYWORK</b>					
1,4		<b>LABOUR</b> <i>Supervision, transport etc. to be included in P&amp;G allowance. Any other allowance to be included in the rate.</i>					
1.4.1		a) Unskilled Labour		hr	100		
1.4.2		b) Semi-skilled Labour		hr	75		
1.4.3		c) Plumber		hr	50		
1,5		<b>MATERIAL</b>					
1.5.1		Actual cost of materials delivered to site inclusive of transport charges. (supporting invoices to be supplied)		Prov Sum	1	40 000,00	40 000,00
1.5.2		Percentage adjustment to Item 1.5.1 for materials		%	40 000,00		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 1 : PRELIMINARY AND GENERAL

ITEM	REF	DESCRIPTION	LC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
1,6		<b>PLANT</b>					
		a) Compressor					
1.6.1		With 2 Breakers and 2 Operators		day	5		
1.6.2		Establishment / Destabishment for Item 1.6.1.		Sum	1		
1.6.3		b) TLB		hr	50		
1.6.4		Establishment / Destabishment for Item 1.6.3		Sum	1		
1.6.5		c) 10kl Water Tanker		hr	20		
1.6.6		Establishment / Destabishment for Item 1.6.3		Sum	1		
1.6.7		c) Wacker		day	5		
1.6.8		d) Water Pump		day	5		
		Note: Standing time on plant will be paid at 2/3 of the rate agreed for use of plant on Dayworks.					
		Note: Reimbursement of the use of tools, small plant, equipment, consumable materials and non-working supervisory staff including their transport must be included in the relevant rates.					
1,7		<b>SKILLS TRAINING</b>					
1.7.1		Allowance for CEITS skills training of local labour		Prov Sum	1	140 000,00	140 000,00
		All work to assist with the selection of accredited training agent and manage the training process including mark-up and handling fee. All direct training costs will be paid at cost.					
1.7.2				%	#####		
1,8		<b>MASTER LOCKS</b>					
1.8.1		Allowance for the purchase of master locks (Invoices to be supplied)		Prov Sum	1	25 000,00	25 000,00
1.8.2		Contractor's mark-up to Item 1.8.1		%	25 000,00		
1,9		<b>SURVEY</b>					
1.9.1		Allowance for any As-Built" survey"		Prov Sum	1	30 000,00	30 000,00
1.9.2		Contractor's mark-up to Item 1.9.1		%	30 000,00		
1,10		<b>COMMUNITY LIASON OFFICER</b>					
1.10.1		Allowance for payment of a CLO		Month	8	4 500,00	36 000,00
1.10.2		Contractor's mark-up to Item 1.10.1		%	36 000,00		
1,11	SABS	<b>BULK EARTHWORKS</b>					
		<b>SCHEDULED EARTHWORKS ITEMS</b>					
1.11.1		Geotechnical Investigation as when required or as per the Engineer's Instruction		Prov Sum	1	120 000,00	120 000,00
1,12		<b>ALLOWANCE FOR ROAD CROSSING TO KZN-DOT ROAD</b>					
1.12.1		Allowance for drilling, pipe jacking as per KZN-DOT road specification		Prov Sum	1	800 000,00	800 000,00
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							



HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 2 : EARTHWORKS SECONDARY BULK (PIPE TRENCHES)

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
	<b>SABS</b>						
	<b>1200 DB</b>	<b>SECTION 2 : EARTHWORKS SECONDARY BULK (PIPE TRENCHES)</b>					
<b>2,1</b>	<b>8.3.1</b>	<b>SITE CLEARANCE</b>					
2.1.1		Compensation for crops (Provisional)		Prov Sum	1	120 000,00	120 000,00
2.1.2		Percentage adjustment to Item 2.1.1.		%	#####		
2.1.3	8.2.1	Clear and grub 6.0 width along centre of pipeline route		m	49215		
2.1.4	8.2.3 (a)	Remove 150mm thick topsoil along 2m width, stockpile, maintain and reinststate		m <sup>2</sup>	61670		
<b>2,2</b>	<b>8.3.2</b>	<b>EXCAVATION</b>					
		Excavate in all materials for trenches, backfill, compact and dispose of surplus material, for pipe diameters up to 110mm in the following depth categories :-					
	<b>PSD.1.1</b>						
2.2.1		(a) 0,0 - 1,0 m. (L)		m <sup>3</sup>	1308,64		
2.2.2		(b) 1,0 - 2,0 m. (machine and including shoring)		m <sup>3</sup>	42020,16		
2.2.3	8.3.2 (b)	Extra over items 2.2.1 to 2.2.2 for hard rock excavation (Controlled Blasting) (provisional)		m <sup>3</sup>	800		
2.2.4	8.3.2 (b)	Extra over items 2.2.1 to 2.2.4 for Boulder Class A excavation (provisional)		m <sup>3</sup>	800		
2.2.5	8.3.2 (b)	Extra over items 2.2.1 to 2.2.4 for Boulder Class B excavation (provisional)		m <sup>3</sup>	800		
<b>2,3</b>	<b>8.3.3</b>	<b>EXCAVATION ANCILLARIES</b>					
		8.3.3.1 Make up deficiency in backfill material.					
2.3.1	8.3.3.1	a) From other necessary excavations on site. (provisional)		m <sup>3</sup>	4348,04		
2.3.2	8.3.3.1	b) By importation from commercial or off-site sources selected by the Contractor. (provisional)		m <sup>3</sup>	1590,76		
<b>2,4</b>		<b>EROSION CONTROL BERMS</b>					
		a) Erosion control berms 1.5m wide x 0.6m high where instructed by the Engineer including shaping and compaction to 90% MOD AASHTO density (L)					
2.4.1	PSD.3.1			m	200		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 743/HGDM/2021  
 SECTION 2 - EARTHWORKS SECONDARY BULK (PIPE TRENCHES)

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
2,5	PSDK	<b>GABIONS AND PITCHING</b>					
		<b>GABIONS</b>					
2.5.1	PSDK.1. 1	1m x 1m x 2m gabions (provisional)	LI	m <sup>3</sup>	20		
2.5.2		3m x 1m x 0.3m Reno mattress	LI	m <sup>3</sup>	12		
2.5.3	8.2.3 8.2.5	Extra-over Item 2.5.1 for packing selected stone to exposed face. (Where instructed by the Engineer) <b>CONCRETE ENCASEMENT</b>		m <sup>2</sup>	30		
2.5.4		a) 30 Mpa Concrete encasement of pipes below rivers and streams complete including formwork		m <sup>3</sup>	6		
2,6		<b>BEDDING FROM TRENCH EXCAVATION</b>					
	8.2.2	Bedding from trench excavations					
2.6.1		a) Selected granular material		m <sup>3</sup>	510		
2.6.2		b) Selected fill material		m <sup>3</sup>	4605		
2,7		<b>BEDDING FROM BORROW PITS</b>					
	8.2.2.3	Provision of bedding from designated borrow pits (unlimited freehaul) and place in stockpile at 100m intervals along trench (Provisional items).					
2.7.1		a) Selected granular material		m <sup>3</sup>	445		
2.7.2		b) Selected fill material		m <sup>3</sup>	1702,5		
2,8		<b>BEDDING FROM COMMERCIAL SOURCES</b>					
	8.2.2.3	Provision of bedding from commercial sources (unlimited freehaul) and place in stockpile at 100m intervals along trench (Provisional items).					
2.8.1		a) Selected granular material		m <sup>3</sup>	415		
2.8.2		b) Selected fill material		m <sup>3</sup>	345		
2.8.3		c) 13.2mm stone		m <sup>3</sup>	200		
	1200LB	<b>BACKFILL FROM TRENCH EXCAVATION</b>					
2.8.4	5.1.4	The degree of compaction attaining for for bedding (other than concrete and the material over the top of the pipeline) shall be 90% of modified AASHO maximum density Backfilling of all secondary bulk pipes		m <sup>3</sup>	3851,25		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 3 : MEDIUM PRESSURE PIPELINES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
	SABS						
	1200 L	SECTION 3 : MEDIUM PRESSURE PIPELINES					
3		PIPEWORK					
	8.2.1	Supply, lay and bed pipes complete with couplings - test and disinfect					
3.1		RETICULATION					
3.1.1		i) 160mm diameter uPVC PN 16		m	0		
3.1.2		ii) 140mm diameter uPVC PN 16		m	0		
3.1.3		iii) 90mm diameter HDPE PN 25		m	5320		
3.1.4		iv) 90mm diameter uPVC PN 16		m	5100		
3.1.5		v) 75mm diameter HDPE PN 16		m	0		
3.1.6		vi) 50mm diameter HDPE PN 16		m	8835		
3.1.7		vii) 32mm diameter HDPE PN 16		m	16935		
3.2		SPECIALS AND FITTINGS					
	8.2.2	Extra-over Item 3.2.1 to 3.3.4 for supplying, laying and bedding of the following specials complete with couplings					
		TEES					
3.2.1		i) 160mm diameter cast iron equal tee		No	0		
3.2.2		ii) 140mm diameter cast iron equal tee		No	0		
3.2.3		iii) 110mm diameter cast iron equal tee		No	0		
3.2.4		iv) 90mm diameter cast iron equal tee		No	49		
3.2.5		v) 75mm diameter compression equal tee		No	0		
3.2.6		vi) 50mm diameter compression equal tee		No	35		
3.2.7		vii) 32mm diameter compression equal tee		No	47		
3.3		REDUCERS					
3.3.1		i) 160mm/140mm cast iron reducer		No	0		
3.3.2		ii) 160mm/75mm cast iron reducer		No	0		
3.3.3		iii) 140mm/110mm cast iron reducer		No	0		
3.3.4		iv) 140mm/75mm cast iron reducer		No	0		
3.3.5		v) 110mm/90mm cast iron reducer		No	0		
3.3.6		vi) 110mm/75mm cast iron reducer		No	0		
3.3.7		vii) 110mm/63mm cast iron reducer		No	0		
3.3.8		viii) 110mm/50mm cast iron reducer		No	0		
3.3.9		ix) 90mm/75mm cast iron reducer		No	0		
3.3.10		x) 90mm/63mm cast iron reducer		No	0		
3.3.11		xi) 90mm/50mm cast iron reducer		No	69		
3.3.12		xii) 75mm/63mm compression reducer		No	0		
3.3.13		xiii) 75mm/50mm compression reducer		No	0		
3.3.14		xiv) 63mm/50mm compression reducer		No	0		
3.3.15		xv) 50mm/32mm compression reducer		No	87		
<b>TOTAL CARRIED FORWARD</b>							-

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 3 : MEDIUM PRESSURE PIPELINES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
3.3.11		xI) 90mm/50mm cast iron reducer		No	0		
3.3.12		xII) 75mm/63mm compression reducer		No	0		
3.3.13		xIII) 75mm/50mm compression reducer		No	0		
3.3.14		xIV) 63mm/50mm compression reducer		No	0		
3.3.15		xV) 32mm/20mm compression reducer		No	122		
3,4		<b>BENDS</b>					
3.4.1		I) 160mm Ø 22.5° uPVC Bend		No	0		
3.4.2		II) 160mm Ø 11.25° uPVC bend		No	0		
3.4.3		III) 140mm Ø 90° uPVC bend		No	0		
3.4.4		IV) 140mm Ø 45° uPVC bend		No	0		
3.4.5		V) 140mm Ø 22.5° uPVC bend		No	0		
3.4.6		VI) 140mm Ø 11.25° uPVC bend		No	0		
3.4.7		VII) 90mm Ø 45° HDPE bend		No	6		
3.4.8		VIII) 90mm Ø 22.5° HDPE bend		No	12		
3.4.9		IX) 90mm Ø 11.25° HDPE bend		No	6		
3.4.10		X) 90mm Ø 90° Upvc bend		No	15		
3.4.11		XI) 90mm Ø 11.25° Upvc bend		No	12		
3,5		<b>ELBOWS</b>					
3.5.1		I) 32mm Ø Compression Elbow		No	54		
3.5.2		II) 50mm Ø Compression Elbow		No	29		
3.5.3		III) 90mm Ø Compression Elbow		No	15		
3,6		<b>SABS 1200 GA CONCRETE (SMALL WORKS)</b>					
	8.2.11	<b>Anchor / Thrust Blocks and Pedestals</b>					
		Supply all materials, labour, plant and construct 15MPa concrete anchor/thrust blocks and pedestals as detailed on the drawings including all trimming and formwork required. the concrete shall be mixed on site by labour intensive methods					
3.6.1				m <sup>3</sup>	270		
3,7	8,6	<b>PIPE ROUTE MARKERS</b>					
		Supply and install precast concrete pipe route markers every 100m along pipe route and at every intersection and change of direction. Pipe markers are to be painted with two coats yellow road marking paint and should include the letter 'W' (LI).					
3.7.1				No	324		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 4 : AIR VALVES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
	SABS 1200 L	<b>SECTION 4 : AIR VALVES</b>					
4,1		a) 25mm Diameter AV for 50mm to 75mm diameter pipe (As per standard drawing)					
	8.2.5	Supply & Lay pipes, valves and specials					
4.1.1	PSL.4.5	i) 25mm diameter Vent-O-Mat" (or similar approved) Air Valve (025-RB-X-16-1-1) (Item 1)"		No	20		
4.1.2		ii) 25mm diameter Glen" (or similar approved) ball valve screwed both ends (Item 2) "		No	20		
4.1.3		iii) 25mm diameter GMS pipe 600mm long (Confirm length on site) - threaded one end and flanged on the other end (Item 3)		No	20		
4.1.4		iv) 50mm diameter cast Iron hydrant tee, flanged all ends (Item 4)		No	20		
4.1.5		v) 50mm compression flange adaptor (Item 5)		No	32		
4.1.6		vi) 50mm diameter straight coupling		No	34		
4.1.7		vii) 63mm/50mm diameter reducer		No	0		
4.1.8		viii) 75mm/50mm diameter reducer		No	0		
4,2		<b>AIR VALVE CHAMBERS</b>					
	8.2.13	Valve and Hydrant Chambers, etc.					
4.2.1		Supply all labour, plant and materials and construct air valve chamber complete including manhole cover slabs, GMS access cover etc. as detailed on the drawings but excluding locks measured elsewhere		No	20		
4,3	PSL.8.4	<b>CORROSION PROTECTION</b>					
	8.2.15	Denso wrapping in corrosive soil inclusive of outer wrap layer.					
		External Denso" wrap of pipes and fittings including mastic where					
		<b>TEES</b>					
4.3.1		50mm diameter		No	20		
4,4		<b>CAST IRON FLANGE ADAPTORS</b>					
4.4.1		50mm diameter		No	20		
		<b>CONCRETE (SMALL WORKS)</b>					
4,5	8,6	<b>VALVE MARKERS</b>					
4.5.1		Supply and install precast concrete valve markers. Valve markers are to be painted yellow with two coats road marking paint and should include the letter 'W'. The rate shall include for all costs to excavate		No	20		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 4 : AIR VALVES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
4,6		b) 25mm Diameter AV for 90mm to 180mm diameter pipe (As per standard drawing)					
	8.2.5	Supply & Lay pipes, valves and specials					
4.6.1	PSL4.5	i) 25mm diameter Vent-O-Mat" (or similar approved) Air Valve (025-RB-X-16-1-1) (Item 1)"		No	18		
4.6.2		ii) 25mm diameter Glen" (or similar approved) ball valve screwed both ends (Item 2) "		No	18		
4.6.3		iii) 25mm diameter GMS pipe 600mm long (Confirm length on site) - threaded one end and flanged on the other end (Item 3)		No	18		
4.6.4		iv) 80mm diameter GMS pipe 310mm long (Confirm length on site) - flanged both ends (Item 4)		No	11		
4.6.5		v) 90mm Cast iron hydrant tee, flanged all ends (Item 5)		No	28		
4.6.6		vi) 110mm Cast iron hydrant tee, flanged all ends (Item 5)		No	11		
4.6.7		vii) 140mm Cast Iron hydrant tee, flanged all ends (Item 5)		No	0		
4.6.8		viii)160mm Cast Iron hydrant tee, flanged all ends (Item 5)		No	0		
4,7		<b>AIR VALVE CHAMBERS</b>					
	8.2.13	Valve and Hydrant Chambers, etc.					
		Supply all labour, plant and materials and construct air valve chamber complete including manhole cover slabs, GMS access cover etc. as detailed on the drawings but excluding locks measured elsewhere					
4.7.1				No	18		
4,8		<b>CORROSION PROTECTION</b>					
	8.2.15	Denso wrapping in corrosive soil inclusive of outer wrap layer. External Denso" wrap of pipes and fittings including mastic where TEES					
4.8.1		90mm diameter		No	11		
4,9		<b>CAST IRON FLANGE ADAPTORS</b>					
4.9.1		90mm diameter		No	11		
		<b>CONCRETE (SMALL WORKS)</b>					
4,10		<b>VALVE MARKERS</b>					
	8,6	Supply and install precast concrete valve markers. Valve markers are to be painted yellow with two coats road marking paint and should include the letter 'W'. The rate shall include for all costs to excavate					
4.10.1				No	25		
4,11		<b>BREAK PRESSURE TANK</b>					
		Construct BREAK PRESSURE TANK with fittings complete as detailed on relevant drawing					
4.11.1		25mm Diameter, "LW Tank Systems" (or similar approved) Break Pressure Tank Type 1 (LW 01LW10).		No	12		
<b>TOTAL CARRIED FORWARD FORWARD TO SUMMARY</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 5 : ISOLATING VALVES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
5,1	SABS 1200 L	<b>SECTION 5 : ISOLATING VALVES FITTINGS</b>  a) 50mm diameter Isolating Valve for 50mm and 75mm diameter HDPE Pipe(As per standard drawing)					
	8.2.5	Supply and Lay of pipes, valves and specials					
5.1.1		I) 50mm diameter RSV Class 16 Gate valve Flanged both ends (Item 1)		No	16		
5.1.2		II) 50mm compression flange adaptor (Item 2)"		No	20		
5.1.3		III) 75mm compression flange adaptor (Item 2)"		No			
5.1.4		IV) 63mm compression flange adaptor (Item 2)"		No			
5.1.5		v) 50mm diameter straight coupling		No	32		
5,2		<b>ISOLATING VALVE CHAMBERS</b>					
	8.2.13	Valve and Hydrant Chambers, etc.  Supply all labour, plant and materials and construct isolating valve chamber complete including manhole rings, reinforced slabs, GMS cover and locking bar etc. as detailed on the drawings but excluding locks measured elsewhere.					
5.2.1				No	16		
5,3	SABS 1200 GA	<b>CONCRETE (SMALL WORKS)</b>  <b>VALVE MARKERS</b>  Supply and install precast concrete valve markers. Valve markers are to be painted yellow with two coats road marking paint and should include the letter "W". The rate shall include for all costs to excavate					
5.3.1				No	16		
5,4	PSL.3.4	<b>CORROSION PROTECTION</b>					
	8.2.15	Denso wrapping in corrosive soil inclusive of outer wrap layer.  External Denso" wrap of pipes and fittings including mastic where applicable and overwrap etc. applied in accordance with manufacturer's instruction."					
5,5		<b>CAST IRON FLANGE ADAPTORS</b>					
5.5.1		50mm diameter		No	16		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 5 : ISOLATING VALVES

ITEM	REF	DESCRIPTION	LC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
5,6	SABS 1200 L	<b>SECTION 5 : ISOLATING VALVES FITTINGS</b>  b) 100mm diameter Isolating Valve for 90mm to 160mm diameter uPVC Pipes(As per standard drawing)					
	8.2.5	Supply and Lay of pipes, valves and specials					
5.6.1.1		i) 100mm diameter RSV Class 16 Gate valve Flanged both ends (Item 1)		No	8		
5.6.1.2		i) 90mm diameter RSV Class 25 Gate valve Flanged both ends (Item 1)		No	9		
5.6.2		ii) 90 cast iron flange adaptor (Item 2)"		No	15		
5.6.3		iii) 110 cast Iron flange adaptor (Item 2)"		No			
5.6.4		iv) 140 cast Iron flange adaptor (Item 2)"		No			
5.6.5		v) 160mm/110mm diameter reducer		No			
5,7		<b>ISOLATING VALVE CHAMBERS</b>					
	8.2.13	Valve and Hydrant Chambers, etc  Supply all labour, plant and materials and construct isolating valve chamber complete including manhole rings, reinforced slabs, GMS cover and locking bar etc as detailed on the drawings but excluding locks measured elsewhere.					
5.7.1				No	17		
5,8	SABS 1200 GA	<b>CONCRETE (SMALL WORKS)</b>  <b>VALVE MARKERS</b>  Supply and install precast concrete valve markers. Valve markers are to be painted yellow with two coats road marking paint and should include the letter W". The rate shall include for all costs to excavate					
5.8.1				No	17		
5,9	PSL3.4	<b>CORROSION PROTECTION</b>  8.2.15 Denso wrapping in corrosive soil inclusive of outer wrap layer.  External Denso" wrap of pipes and fittings including mastic where applicable and overwrap etc. applied in accordance with manufacturer's instruction."					
5,10		<b>CAST IRON FLANGE ADAPTORS</b>					
5.10.1		100mm diameter		No	17		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							



HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 6 : SCOUR VALVES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
	SABS 1200 L	SECTION 6 : SCOUR VALVES					
6.1		FITTINGS					
		a) 50mm Diameter SV for 50mm to 75mm diameter HDPE pipe(As per standard drawing)					
6.1.1		i) 50mm diameter Equal Tee, HDPE compression fitting (Item 1)		No	41		
6.1.2		ii) 50mm diameter HDPE straight pipe, class 10, 220mm long (Item 2)		No	41		
6.1.3		iii) 50mm diameter flange adaptor, HDPE compression fitting (Item 3)		No	41		
6.1.4		iv) 50mm diameter Waterworks Gate Valve to SABS 664, class 16 (Item 4)		No	41		
6.1.5		v) 50mm diameter flange adaptor for threaded GMS pipe (Item 5)		No	41		
6.1.6		vi) 50mm diameter GMS straight pipe, threaded both ends, 900mm long (confirm length on site) (Item 6)		No	41		
6.1.7		vii) 50mm diameter GMS elbow, for threaded GMS pipe (Item 7)		No	41		
6.1.8		viii) 50mm diameter GMS straight pipe, threaded both ends, 20mm long (confirm length on site) (Item 8)		No	41		
6.1.9		ix) 50mm diameter coupling, for threaded GMS pipe (Item 9)		No	41		
6.1.10		x) 50mm diameter GMS straight pipe threaded both ends (confirm length on site) (Item 10)		No	41		
6.1.11		xi) 50mm diameter Jet disperser (Item 11)		No	41		
6.1.12		xii) 50mm diameter straight coupling		No	82		
6.2		SCOUR VALVE CHAMBER					
	8.2.13	Valve and Hydrant Chambers, etc					
6.2.1		Supply all labour, plant and materials and construct scour valve chamber complete including manhole cover slabs, GMS access cover etc as detailed on the drawings but excluding locks measured elsewhere		No	41		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 6 : SCOUR VALVES

ITEM	REF	DESCRIPTION	LC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
6,3	PSL.3.4	<b>CORROSION PROTECTION</b>					
	8.2.15	Denso wrapping in corrosive soil inclusive of outer wrap layer.  External Denso" wrap of fittings including mastic and overwrap etc. applied in accordance with manufacturer's instruction."					
6,4		<b>ELBOWS</b>					
6.4.1		50mm diameter		No	41		
6,5		<b>GMS PIPES</b>					
6.5.1		50mm diameter		m	123		
6,6		<b>VALVE MARKERS</b>					
6.6.1		Supply and install precast concrete valve markers. Valve markers are to be painted yellow with two coats road marking paint and should include the letter 'W'. The rate shall include for all costs to excavate, backfill and place markers. All work, including the manufacture of the markers, is to take place on site using labour intensive methods (L)		No	41		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 6 : SCOUR VALVES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
	<b>SABS</b>						
	<b>1200 L</b>	<b>SECTION 6 : SCOUR VALVES</b>					
<b>6.7</b>		<b>FITTINGS</b>					
		<b>b) 80mm Diameter SV for 90mm to 160mm diameter pipe (As per standard drawing)</b>					
<b>6.7.1</b>		<b>i) 80mm diameter Jet disperser (Item 1)</b>		No	7		
<b>6.7.2</b>		<b>ii) 80mm diameter GMS straight pipe flanged one end 1500mm (confirm length on site) (Item 2)</b>		No	7		
<b>6.7.3</b>		<b>iii) 45 degree GMS elbow flanged both ends (Item 3)</b>		No	7		
<b>6.7.4</b>		<b>iv) 80mm dia. GMS straight, flanged both ends 1000mm (confirm length on site)(Item 4)</b>		No	7		
<b>6.7.5</b>		<b>v) 80mm diameter Waterworks Gate Valve to SABS 664, class 20 (Item 5)</b>		No	7		
<b>6.7.6</b>		<b>vi) 110mm diameter Cast Iron Hydrant Tee (Item 6)</b>		No			
<b>6.7.7</b>		<b>vii) 160mm diameter Cast Iron Hydrant Tee (Item 6)</b>		No			
<b>6.8</b>		<b>SCOUR VALVE CHAMBER</b>					
	<b>8.2.13</b>	<b>Valve and Hydrant Chambers, etc</b>					
<b>6.8.1</b>		<b>Supply all labour, plant and materials and construct scour valve chamber complete including manhole cover slabs, GMS access cover etc as detailed on the drawings but excluding locks measured elsewhere</b>		No	7		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 6 : SCOUR VALVES

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
6,9	PSL3.4	<b>CORROSION PROTECTION</b>					
	8.2.15	Denso wrapping in corrosive soil inclusive of outer wrap layer.  External Denso" wrap of fittings including mastic and overwrap etc. applied in accordance with manufacturer's instruction."					
6,10		<b>ELBOWS</b>					
6.10.1		90mm diameter		No	7		
6,11		<b>GMS PIPES</b>					
6.11.1		90mm diameter		m	21		
6,12		<b>VALVE MARKERS</b>					
6.12.1		Supply and install precast concrete valve markers. Valve markers are to be painted yellow with two coats road marking paint and should include the letter 'W'. The rate shall include for all costs to excavate, backfill and place markers. All work, including the manufacture of the markers, is to take place on site using labour intensive methods (LI)		No	7		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 7: INTERNAL RETICULATION AND COMMUNAL TAPS CONNECTIONS

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>SECTION 7: INTERNAL RETICULATION AND COMMUNAL TAPS CONNECTIONS</b>					
	8.2.1	Supply, lay and bed pipes complete with couplings - test and disinfect					
7.1		i) 22mm diameter HDPE PE 80 PN 10		m	136		
7.2		<b>YARD TAP FITTINGS</b>					
7.2.1		i) 3/4 'Cobra' 108-20 tap with 3/4" BSP union (or similar approved) (Item 1)"		No	136		
7.2.2		ii) 22mm GMS elbow (Item 4)		No	136		
7.2.3		iii) 1.7m long 110 Dia filled with concrete (Item 2)		No	136		
7.2.4		iv) 22mm G.I pipe, 1200mm long, threaded both ends (Item 3)		No	136		
7.2.5		v) 22mm x 3/4 compression male threaded adaptor (Item 5)"		No	272		
7.2.6		vi) 22mm Cobra brass gate valve		No	136		
7.3	SABS 1200 GA	<b>CONCRETE (SMALL WORKS)</b>					
7.3.1		Splash block (500mm x 550mm x 500mm) in 20/19MPa concrete including 20mm x 20mm chamfer and all formwork etc		No	136		
7.3.2		750mm diameter Precast concrete manhole ring (250mm high) fill with 19mm stone.		No	136		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 8: ROAD CROSSINGS

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
	SABS 1200 DB	<b>SECTION 8: ROAD CROSSINGS</b>					
8,1	8.3.2	<b>EXCAVATION</b>					
		Excavate by machine in all materials for trenches, backfill, compact and dispose of surplus material, for pipe diameters up to 200mm in the following depth categories :-					
	PSD1.1						
8.1.1		a) 1,0 - 2,0 m. (machine and including shoring)		m <sup>3</sup>	110		
	SABS 1200 LB	<b>BEDDING</b>					
8,2	8.2.2	Bedding from trench excavations					
8.2.1		a) Selected granular material		m <sup>3</sup>	20		
	8.2.2.3	Provision of bedding from commercial sources.					
8.2.2		a) Selected granular material		m <sup>3</sup>	20		
8,3	8.3.6	<b>FINISHING</b>					
	8.3.6.1	Extra-over Item to reinstate road surfaces complete with all courses.					
8.3.1		a) 200mm layer G5 Gravel wearing course compacted to 95% MOD. AASHTO Density		m <sup>2</sup>	75		
8.3.2		b) 900mm layer selected G7 type material compacted to 93% MOD. AASHTO Density		m <sup>2</sup>	75		
8,4		<b>ACCOMODATION OF TRAFFIC</b>					
	PS.3.15	All work to accomodate traffic including signage, safe barricading and the management thereof.		Sum	14		
8,5	SABS 1200 L	<b>PIPEWORK</b>					
	8.2.1	Supply, lay and bed pipes and specials complete with couplings - test and dis-infect					
8.5.1		I) 50mm diameter GMS steel pipe, flanged both ends with puddle flange (900mm long) (Item 1)		No	31		
8.5.2		II) 50mm diameter flange adaptor (Item 2)		No	31		
8.5.3		III) 50mm diameter resilient seal gate valve, class 16 (Item 3)		No	31		
8.5.4		IV) 300mm diameter 50D Precast Concrete pipe spigot and jointed, supply all fittings required for installation.		m	78		
<b>TOTAL CARRIED FORWARD</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 8: ROAD CROSSINGS

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
<b>BALANCE BROUGHT FORWARD</b>							
8,6		MISCELLANEOUS					-
8.6.1		110mm heavy duty Class 34 Coreflow" drain to scour"		m	300		
8.6.2		Headwall to 110mm diameter scour		No	30		
8.6.3		Chambers complete with concrete base and all reinforcing, shuttering (including excavation) and with GMS manhole cover as detailed on the drawings but excluding locks measured elsewhere for total depth of chamber up to 2.0m		No	30		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							

HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
 CONTRACT No: HGDM 745/HGDM/2021  
 SECTION 9: BOREHOLE

ITEM	REF	DESCRIPTION	LIC	UNIT	QTY	RATE	AMOUNT
		<b>SECTION 9: BOREHOLE INSTALLATION</b>					
		<b>Borehole Installation</b> Supply, install, equip 4x Borehole Pumps per specification with manhole, control panel, electrical connection and all applicable valves for pressure control, including isolation, non-return, scour as per drawing titled, "BOREHOLE PUMP STATION DETAILS":					
9,1							
9.1.1		Item 1: HDPE 90mm Ø Flange Adaptor		No	4		
9.1.2		Item 2: GMS 90x100mm Ø F.B.E Reducer		No	0		
9.1.3		Item 3: GMS 100mm Ø 500mm Long spool pipe with central puddle flange, F.B.E		No	8		
9.1.4		Item 4: GMS 110mm Ø Equal Tee piece with 100m Spool pipe welded each end		No	4		
9.1.5		Item 5: GMS 100mm Ø 250mm Long spool pipe, F.O.E		No	8		
9.1.6		Item 6: C.I 100mm Ø Flexible Flange Adaptor		No	8		
9.1.7		Item 7: GMS 100mm Ø PN16 Wedge Gate Valve F.B.E		No	8		
9.1.8		Item 8: GMS 100mm Ø PN16 Non Return Valve with external counterweight lever		No	4		
9.1.9		Item 9: GMS 100mm Ø 90 Degree Long Radius Bend		No	4		
9.1.10		Item 10: C.I 100mm Ø Flange Adaptor		No	4		
9.1.11		Supply and install 2500mm Ø and 2500mm High manhole chamber complete with manhole cover, calcamite steps, drain pipe and air vent		No	4		
9.1.12		Supply and install Stainless Steel Borehole Pump and casing and pipe up to depth of 120m below ground		No	4		
9.1.13		Supply, install, connect and test electrical kiosk, junction box and connection to borehole and booster pump		No	4		
9.1.14		90mm Bulk Water Meter, detail complete including all fittings, precast chamber, heavy duty concrete lid etc as detailed on relevant drawing		No	4		
9.1.15		Isolating valve and the Strainer detail complete including all fittings, precast chamber, heavy duty concrete lid etc as detailed on Drawing (for 90mm dia. HDPE pipe).		No	4		
9.1.16		DN90mm PN25 Installation of Pressure Reducing Valve mechanism that will automatically scour the pipeline backflow to protect borehole pumping system, complete with all fittings, isolation valve, flanges, spool pieces.		No	4		
9.1.17		Construct Borehole Pump house as per drawing attached, complete with louvres, door and reinforced concrete roof slab.		P/Sum	4	185 000,00	740 000,00
9.1.18		Supply and install 10 000 Litres Tank to act as sump to pumping system, complete with all fittings, concrete foundation and support mechanism.		No	4		
9.1.19.1		Allowance for installation of high lift booster pump to supply up to 5l/s at maximum 250m rated head. Complete with all GMS steel pipes, valves and fittings.		P/Sum	1	580 000,00	580 000,00
9.1.19.2		Allowance for supply and installation of Diesel Gen Sets for both Borehole and Booster pumps to all four sites.		P/Sum	1	800 000,00	800 000,00
9,2		<b>FENCING</b>					
9.2.1		Supply and install a 2.4m high concrete pallsade fencing and gate as per standard drawing	LI	m	400		
9,3		<b>LANDSCAPING AND GRASSING</b>					
9.3.1		Apply topsoil obtained from stockpile where ordered and trim to final surface.		m <sup>3</sup>	160		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							



**HARRY GWALA DISTRICT MUNICIPALITY CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE  
CONTRACT No: HGDM 745/HGDM/2021**

**SUMMARY OF BILL OF QUANTITIES**

<b>SECTION 1 PRELIMINARY &amp; GENERAL</b>	R
<b>SECTION 2 EARTHWORKS (SECONDARY BULK PIPE TRENCHES)</b>	R
<b>SECTION 3 MEDIUM PRESSURE PIPELINES</b>	R
<b>SECTION 4 AIR VALVES</b>	R
<b>SECTION 5 ISOLATING VALVES</b>	R
<b>SECTION 6 SCOUR VALVES</b>	R
<b>SECTION 7 INTERNAL RETICULATION AND COMMUNAL TAPS</b>	R
<b>SECTION 8 ROAD CROSSING</b>	R
<b>SECTION 9 BOREHOLE INSTALLATION</b>	R
<b>SUBTOTAL</b>	R
<b>ADD CONTINGENCIES 10%</b>	R
<b>SUBTOTAL</b>	R
<b>VALUE ADDED TAX</b>	
<b>ADD 15%</b>	R
<b>TOTAL CARRIED FORWARD TO FORM OF TENDER ON PAGE C2</b>	R

**SIGNED ON BEHALF OF TENDERER:**



**MHLABASHANE WATER SUPPLY - PHASE 2**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT No. HGDM 745/HGDM/2021**

**PART C3: SCOPE OF WORK**

**INDEX**

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SABS 1200 PSD : EARTHWORKS (PIPE TRENCHES)		SW 38
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## **PART 1: CIVIL SCOPE OF WORKS**

### **C3.1 STANDARDISED SPECIFICATIONS**

The standard specifications on which this contract is based are Standards South Africa's Standardized Specifications for Civil Engineering Construction SABS 1200.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

AA	1986	:	GENERAL
AB	1986	:	ENGINEER'S OFFICE
C	1980	:	SITE CLEARANCE (As amended 1982)
DA	1988	:	EARTHWORKS (Small Works)
DB	1989	:	EARTHWORKS (Pipe trenches)
DK	1984	:	GABIONS AND PITCHING
DM	1981	:	EARTHWORKS (Roads and Subgrade)
GA	1982	:	CONCRETE (Small Works)
HA	1990	:	STRUCTURAL STEELWORKS
HC	1988	:	CORROSION PROTECTION FOR STRUCTURAL STEELWORKS
LE	1982	:	STORMWATER DRAINAGE
M	1996	:	ROADS (General)

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

**SANS 1921 (2004): Construction and Management Requirements for Works Contracts**

- **Part 1: General Engineering and Construction Works; and**
- **Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.**

### C3.2 PROJECT SPECIFICATIONS

The project specification is covered in the following sections:

ITEM	DESCRIPTION
	STATUS
	PROJECT SPECIFICATION PORTION 1: GENERAL
PS-1	Project Description
PS-2	Extent of the Works
PS-3	Description of the Site and Access
PS-4	Nature of Ground and Subsoil Conditions
PS-5	Construction and Management Requirements
PS-6	Construction Programme
PS-7	Site Facilities Available
PS-8	Site Facilities Required
PS-9	Existing Services
PS-10	Requirements for Accommodation of Traffic
PS-11	Occupational Health and Safety
PS-12	Adverse Weather Conditions
PS-13	Site Meetings & Reporting
PS-14	Preferential Procurement
	PROJECT SPECIFICATION PORTION 2
PSA	General
PSD	Earthworks
PSDB	Earthworks (Pipe Trenches)
PSG/PSGA	Concrete (Small Works)
PSLB	Bedding (Pipes)
PSLE	Stormwater Drainage
	PARTICULAR SPECIFICATIONS
PA	Brickwork and Plaster
PB	Carpentry, Joinery and Ironmongery
PC	Painting
PF	Valves
PES	Environmental Specification
PE	Project Specification Occupational Health & Safety Specification

## **STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

**PROJECT SPECIFICATION: PORTION 1**

**SABS 1200 PS: GENERAL**

**PS-1 PROJECT DESCRIPTION**

**PS-1.1 Employer's Objective**

The Harry Gwala District Municipality is responsible for the provision of safe and reliable potable water supplies to the communities falling under its entire area of jurisdiction. The Harry Gwala District Municipality in its capacity as WSA now intends to provide potable water supplies to Mhlabashane through the completion of the Mhlabashane Water Supply Scheme in order to improve the health and hygiene standard within the community. Mhlabashane Water Supply Scheme Phase 2 is located within the Ubuhlebezwe Local Municipality.

**PS-1.2 Overview of the Works**

<b>Contract N°</b>	<b>Description</b>
HGDM 745/HGDM/2021	CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE

Under this Contract, Harry Gwala District Municipality intends to implement the,

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**PS-2 EXTENT OF THE WORKS**

Under this contract, the successful contractor will be required to construct the works which will comprise the following:

- Site establishment
- Site clearance
- Excavation for pipe trenches
- Pipe bedding, laying and backfilling
- Installation of standpipes
- Testing of pipelines
- Equipping Of 4 No. of Borehole at Mhlabashane to supply existing elevated Tanks
- Clearing, Cleaning and de-establishing
- Reinstating all areas affected by works to condition initially found at from the commencement of work..
- Supply and construct concrete pallsade fencing for all boreholes with locked gates.
- Provide security of the project site during the construction until site hand over.
- Provide supervision and commission the project to client, and site hand over

**PS-3 DESCRIPTION OF THE SITE AND ACCESS**

**PS-3.1 Access**

From Highflats town you travel for 14km south toward area as per the following coordinates,

Mhlabashane: 30°22'19.10"S; 30° 8'49.94"E

The site is accessible by paved, gravel roads and tracks. The contractor is therefore responsible for the forming and maintaining whatever tracks are required or utilised by him for gaining access to site. The contractor is also required, upon completion, to restore all areas affected by the works to the conditions found at from the commencement of the contract. No specific items have been scheduled in the schedule of quantities for this work and the tenderer be considered to have allowed for all included work.

**PS-3.2 Limitations**

The following limitations characterise the site of the pipeline construction

- The Contractor will be required to ensure that the insurances for the works cover any damage that may occur to private properties as a result of construction activities. Should there be any claims against the contractor resulting from construction activities, the Engineer will ensure that these have been addressed or the damages rectified prior to the release of the retention held on the contract.

**PS-4 NATURE OF GROUND AND SUBSOIL INVESTIGATIONS**

No subsoil investigations have been carried out on this site. The employer will not be held accountable for any assumptions that tenderers may make in pricing based on their visual inspection of the site during the tender briefing meeting. Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.



**PS-5 ENGINEERING AND DESIGN**

**PS-5.1 Design Services and Activity Matrix**

The following matrix of responsibilities for design of permanent and temporary works will apply:

<b>Activity Work designed by, per design stage</b>	<b>Responsible Party</b>
Concept, feasibility and overall process	Employer
Basic engineering and detail layouts to tender stage	Employer
Final design approved for construction stage	Employer
Temporary works	Contractor
Permanent Works	Contractor
Preparation of as built drawings	Contractor

**PS-5.2 Employer's Design**

The Employer's design will be for all permanent works and will be detailed in drawings, site instructions the technical specifications to be issued with the tender documents and issued during construction.

**PS-5.3 Design Brief**

The contractor will be responsible for design of the following (which are all subject to approval by the Engineer):

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation
- Construction Methodology
- Formwork
- All other temporary works
- Concrete Mix designs

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

**PS-5.4 Drawings**

The following drawings will be required to be prepared by the contractor as a minimum:

- Site layouts for the contractor's camp and office accommodation
- Site layouts for the Engineer Representative's temporary office accommodation

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

The tender drawings are applicable to the contractor are detailed in Part C5 of these documents. These drawings have been used for setting up the Bills of Quantities.

**PS-5.5 Design Procedures**

The contractor will be required to furnish the following designs for approval by the Engineer at the Indicated times:

Site layouts of the Contractor's camp and office accommodation – within 14 days from commencement date of the contract and in any case prior to the erection of the contractor's camp and offices

Layouts for the Engineer's representative office – within 14 days from commencement date of the contract and in any case prior to the erection of the Engineer's Representative's temporary office premises.

Formwork design – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Scaffolding and all staging work – within 14 days of commencement of work and in any case prior to the construction of permanent reinforced concrete works.

Concrete Mix Designs for all classes of concrete as measured in the Schedule of Quantities prior to the placement of any concrete work

The costs of the designs will be deemed to have been included in the scheduled items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

#### **PS-5.6 Interface with other Contractors**

The contractor may be required to provide access to other contractors undertaking work as per parallel contracts. The costs of this interface will be deemed to have been allowed for in the appropriate items in the Schedule of Quantities. No other additional payments will be certified to cover these activities.

### **PS-6 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

#### **PS-6.1 General**

The Contractor is referred to SANS 1921: 2004: Construction and Management Requirements for Works Contracts, Part 1: General Engineering and Construction Works, and Part 2: Accommodation of Traffic on Public Roads. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

#### **PS-6.2 Quality Assurance (QA) *(Read with SANS 1921 – 1: 2004 clause 4.4)***

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

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance

with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**PS-6.3 Management and disposal of water** (Read with SANS 1921-1: 2004 clause 4.6)

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**PS-6.4 Disposal of spoil or surplus material** (Read with SANS 192-1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain such spoil sites.

**PS-6.5 Testing** (Read with SANS 1921 – 1 : 2004 clause 4.11)

**PS-6.5.1 Process control**

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

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

**PS-6.5.2 Acceptance control**

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

**PS-6.6 Survey beacons** (Read with SANS 1921 - 1: 2004 clause 4.15)

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

**PS-6.7 Existing Services** (Read with SANS 1921 - 1: 2004 clause 4.17)

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

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

**PS-6.8 Management of the environment** (Read with SANS 1921 - 1: 2004 clause 4.19)

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

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

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

(b) Fires

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

**PS-6.9 Overhaul**

No payment will be made for overhaul on this contract unless provision is made thereof in specific items.

**PS-6.10 Excavations**

Due to the depths of sewer lines and their location next to a water course, the Contractor is to allow in their tendered rates for excavation, for shoring and protection of trenches. No additional payment will be made for protection of excavations for whatever reason.

**PS-6.10 Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

**PS-7 CONSTRUCTION PROGRAMME**

**PS-7.1 Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

In determining his construction programme, the contractor should allow for disruptions/stoppages/requirements and intermittent "hold" of work while awaiting Engineer's inspections at the following critical stages:

Stage	Delay
Excavation works for pipelines and prior to preparation of bedding	1 day
Following preparation of bedding and laying of pipes and prior to backfilling	1 day
Prior to commencement of testing of pipelines	1 day
Prior to testing of manholes	1 day
Prior to pouring of concrete	1 day

The contractor must take into account the above requirements when pricing and preparing the programme of works. No additional payments, other than through scheduled items, will be made for these stoppages/disruptions/constraints.

The Employer intends to award this contract for commencement of construction in **in the period within the valid 90 days after the tender closing date.**

#### **PS-7.2 Programme In terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to Clause 5.7.1 of the General Conditions of Contract 2015.

The Employer intends to award construction contracts by **the period within the valid 90 days after the tender closing date.**

#### **PS-8 SITE FACILITIES AVAILABLE**

##### **PS-8.1 Contractor's camp site and depot (Read with SANS 1921 - 1 : 2004 clause 4.14)**

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site approved by the Engineer, in liaison with the community.

Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

##### **PS-8.2 Accommodation of Employees**

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

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

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

**PS 8.3 Source of Water Supply**

The Contractor shall make his own arrangements for the supply of water for construction purposes. The source of water shall be subject to the approval of the Engineer.

The Water Services Authority in the area is Harry Gwala District Municipality. Should the contractor's source of water be the Harry Gwala District Municipality, the contractor will be required to ensure that the water account with the Harry Gwala District Municipality is in good standing prior to the issue of completion certificate. The Engineer will withhold any payments until arrears are cleared with The Harry Gwala District Municipality.

**PS 8.4 Source of Power Supply**

The power supply authority is Eskom. The Contractor will be required to make his own arrangements with, and pay all the requisite connection and consumption charges to Eskom for whatever temporary power supplies he/she may require for his use on the site and his tender will be held to include for all such costs and charges.

**PS-9 SITE FACILITIES REQUIRED**

**PS-9.1 Facilities Required for the Engineer**

**PS 9.1.1 Temporary/Permanent Offices**

The Contractor is to provide a temporary office for use by the Engineer. The offices should be able to accommodate one full time Engineer's Representative and two assistants.

The Engineer's offices are to be equipped with the following as a minimum:

- Three desks each with lockable drawers
- Three high back swivel chairs
- Three visitor chairs
- A facility to store/hang drawings
- An electric refrigerator of at least 200 litres capacity

The Contractor should also make arrangements for covered facilities to enable the accommodation of approximately 12– 16 people during progress site meetings, to be held fortnightly or monthly.

***The facilities are to be provided, to the satisfaction of the Engineer, within 14 days of commencement date. Should the contractor fail to provide approved establishment within the stipulated 14 days, the contractor will pay a penalty calculated as follows:***

- ***Mileage of the Engineer's Representative from other offices from the nearest business centre to site and back to office at R4.00/km***
- ***Rented Office space equivalent to that stipulated in this contract at offices in Harry Gwala or other place closer to the site.***

***This penalty shall be deducted from the Contractor's payment certificates and paid to the service provider providing the site office of the specification as detailed above.***

**PS 9.1.2 Laboratory Facilities**

The Contractor will not be required to provide a testing laboratory on site for use by the Engineer. However, the contractor will be required to provide compaction test results for all backfilling across roads from a recognised laboratory. No additional payment will be made for the compaction tests and the contractor is to allow for the costs thereof in the tendered rates.

### PS 9.1.3 Sanitary Facilities

All latrines shall conform to the requirements of the Local Authority and shall be subject to approval by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

### PS 9.1.4 Telephone Facilities

The Contractor will not be required to provide a telephone for use by the Engineer. The contractor will however be required to cover cellphone costs for the engineer's site staff for airtime valued at R150/week. Appropriate items have been provided in the Schedule of Quantities to cover these costs.

### PS 9.1.5 Housing Facilities

The Contractor will not be required to provide housing facilities for the Engineer's staff. However, a provisional sum has been provided in the schedule of quantities for payment through the contract for accommodation for the Engineer's staff.

### PS 9.1.6 Parking Facilities

The Contractor will be required to provide one covered parking bay for the Engineer.

### PS 9.1.7 Engineer's Transport

The Contractor will not be required to provide transport for the Engineer's staff.

### PS 9.1.8 Security

The Contractor will be responsible for providing adequate security for the Works and for the site establishment. All costs associated with the provision of security staff shall be borne by the Contractor and should be allowed for in the rates tendered for items in the Schedule of Quantities. No additional payments will be made for security measures taken during the contract period, other than through the schedule items in the Schedule of Quantities.

### PS 9.1.9 Contract staff to assist the Engineer

The following staff will be recruited by the contractor to assist the Engineer in carrying out his services:

Description of Staff	N° Required	Remarks
Environmental Monitoring	One	Provisional sum provided for appointment as directed by the Engineer. Personnel directed by and report to Engineer
Occupational Health & Safety Monitoring	One	
Community Liaison Officer	One	

The required personnel will be identified by the Engineer and will report to the Engineer. Provisional Sums and the relevant mark-up items are provided for in the Schedule of Quantities to cover these costs.

### PS 9.1.10 Survey Equipment

The contractor shall provide the following survey equipment, in good condition, for use by the Engineer throughout the duration of the contract:

- A dumpy level
- Measuring tape
- An assistant, when required, to assist the Engineer to operate survey equipment, when provided.

## **PS 10. EXISTING SERVICES**

### **PS 10.1 Care, Damage and Protection**

Known services will be indicated in the tender and contract documents. The Contractor will be responsible for identifying all services with the relevant Service Providers.

The Contractor shall familiarize himself with all services and expose them at the start of the Contract to verify their position and establish their depths.

No additional payment will be made to the Contractor for identifying and locating services. Therefore, the Contractor will have to include the costs thereof in the scheduled items in the Schedule of Quantities.

Any information regarding existing services is given in good faith and without guarantee.

### **PS 10.2 Blasting**

No blasting will be permitted unless the Contractor can satisfy the Engineer that his proposed blasting methods and controls are such that no damage will be caused to the adjoining building structures, pipelines or services. In any event the Engineer will require the Contractor to plan and execute each blast in such a manner as to ensure that no damage will be caused to any structure, pipeline or service. In addition, the Engineer will require vibro-recordings to be taken at no additional cost to the Employer. No blasting is to be carried out in Eskom servitudes or wayleaves unless the Eskom authorities have been advised in writing three weeks prior to blasting. Where blasting is done adjacent to Eskom power lines, the Contractor shall arrange for a representative of Eskom to be present prior to and during any blast.

### **PS 10.3 Environmental Aspects**

The Contractor will be required to plan and undertake his work in a manner that minimises its impact on the natural environment. Trees and other vegetation shall, wherever possible, be left undisturbed. Trees that are marked by the Engineer shall not be damaged and in the event of the Contractor doing so, a penalty will be deducted from monies due to the Contractor.

Every effort shall be made by the Contractor to prevent pollution of the adjacent areas and river and to reduce the noise, dust and fumes emanating from his construction activities.

### **PS 10.4 Dealing with Water**

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.



The rates tendered shall allow for the requirements of this clause and all incidentals.

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

In drawing up his programme, the tenderer is to take into account the following:

- i) Permissible period of downtime of the existing water pipeline to allow the contractor to make the necessary interconnections: 09:00 up to 16:00, i.e. 7 hours, during the day.
- ii) The water pipelines must be operational every day except for the period mentioned above.
- iii) The water pipelines are currently in use.
- iv) The Employer shall be responsible for the operation of all valves and its water supply system.

The Contractor shall not operate any valve unless the Contractor has received from the Engineer prior written permission to do so which permission shall be limited to a specific time and operation in each case unless expressly stated to the contrary in writing by the Engineer.

It shall be the responsibility of the Contractor to give prior written notice timeously (min 2 working days) to the Engineer in every case in which the Contractor may request valve operation or prevention of valve operation by the Employer.

The Employer cannot guarantee watertight closing of valves; it shall be the responsibility of the Contractor to do and provide everything necessary for the timeous, efficient and safe disposal of all water which may leak through closed isolating valves and thence into places from which, in the opinion of the Engineer, the leaking water has to be removed for good reason. (The Engineer shall certify extra payment in respect of the costs of such valve-leakage-water disposal measures as in his opinion could not reasonably have been avoided or reduced.)

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Project Specifications and in the Contract Data.

Where necessary, the Contractor shall construct temporary drainage channels to divert ground water or leakage from non closing valves and fire hydrants from his excavation and excess water must be pumped out.

No compensation for any variation of the actual conditions during construction from the data given will be considered. Neither will additional compensation be considered for data omitted or inaccurately given.

#### **PS 10.5 Servitudes and Rights of Way**

The Employer will, where necessary, obtain permanent servitudes and rights of way along the road routes indicated on the tender drawings. New servitudes will only be registered after completion of the Works.

#### **PS 10.6 Dealing with Damaged Services**

In the event of any service being damaged or accidentally disconnected for any reason, the Contractor shall immediately contact the relevant authority for instruction and shall report the

occurrence of the incident. The damage is to be repaired as soon as possible to the approval of the Engineer and the authority. The Contractor will be held responsible for paying all costs incurred by the authority or himself as a result of each such incident, where relevant.

**PS 10.7 Accommodation of Traffic**

The Contractor shall always ensure the safe and expeditious passage of traffic and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc to safeguard the travelling public. Any detours or bypasses constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained in such a manner as to provide safe and easy passage of traffic.

**PS 10.8 Spoil Material**

No indiscriminate spilling of material will be allowed. All surplus or unsuitable material shall be spoiled, levelled and spread in designated areas as directed by the Engineer. All haul will be regarded as freehaul.

**PS 10.9 Finishing and Tidying and Defects Liability Period**

On no account must rubble and spoil materials, other materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of other Contractors or Authorities.

Finishing and tidying must not simply be left until the end of the construction period. The Contractor will be entitled, subject to prior agreement with the Engineer and within reasonable limits, to request that work in a particular area and/or work of a particular discipline, be inspected for partial completion. The specified defects liability period in respect of any specific section of the Works shall commence on the date on which the relevant section is accepted by the Engineer as being completed, i.e. fully commissioned, including finishing and tidying.

On completion of the Contract the Contractor shall ensure that all materials used in the construction of the temporary Site office, workshop and storage yard are removed from Site. Waste materials such as construction debris and soil contaminated with oil and fuel are to be disposed of at the solid waste disposal site used approved by the Engineer. Prior to the handover of the Site to the Employer, the Contractor and the Engineer will conduct a post construction audit to determine if any additional measures that are to be taken. The Completion Certificate will only be issued after this stage.

**PS 10.10 Employee Accommodation**

(See Subclause 3.2.1 of Section A of Part 2 and Subclause 1.2.1 of Section A of Part 3 of SABS 0120)

The Contractor shall conform in all respects with the provisions of any Act, Regulations or By-Law of Harry Gwala District Municipality, which may be applicable to employee accommodation. Save for a security guard on active duty, no employees may be housed on Site or the Contractor's campsite after normal working hours.

**PS 10.11 Employment of Local Labour**

The Employer has determined that 100% of the Contractor's unskilled labour force shall be made up from the local community. A labour sub-committee (of a Project Steering Committee) comprising representatives of the community and other stakeholders will be responsible for the recruitment of all local labour. The Contractor will be required to provide details of the numbers of semi-skilled and unskilled workers he will require, together with their anticipated starting dates. The PSC through its labour sub-committee will then make this labour available to the Contractor.

A minimum of 50% of the local labour shall comprise of women and, where appropriate, disabled labour shall be employed. It is a requirement that tenderers acquaint themselves fully with requirements for registration with Unemployment Insurance Fund.

The Employer requires that the successful contractor registers all labour with the Unemployment Insurance Fund. The local labour rate has been determined at R200.00/day per labourer. The task for excavation by hand has been agreed at 2,4 m<sup>3</sup>/day (e.g. 0,76 m x 1,0 m x 3,15 m).

During project execution, the successful contractor will be required to provide progress reports indicating to what level these requirements have been met.

**PS 10.12 EPWP Construction Methods**

EPWP construction methods will be utilised on this contract in order to generate employment opportunities for the local community.

**PS 10.13 Frequency of Labour Wages Payments**

The contractor will be required to pay labour on a fortnightly basis.

**PS 10.14 Training and Capacity Building**

During project execution, it is the desire of the Employer that an identified number of community members receive appropriate level of non accredited training in either pipelaying activities or construction management activities. Within 14 days of appointment, the successful contractor will be required to provide, together with his method statement, a proposal for consideration by the Project Steering Committee for activities in which the community members can receive training. This proposal will be considered by the Project Steering Committee after which the Contractor will be given an instruction on the training to provide. Training will be provided to local labour that is already in the employ of the contractors as per clause PS 10.11. It must be noted that the Contractor will be required to pay the labour based on their daily rates indicated in PS 10.11.

Should the contractor fail to provide this training, the Employer reserves the right to seek training from alternative sources. In that case, the cost of the training sought will be deductible from any monies due to the contractor.

**PS 10.15 Contractor Participation Goal (CPG) Partner**

The Employer will require that the contractor utilise a CPG partner on the contract as part of development of emerging contractors. The CPG partner will be approved by the Employer and will be required to undertake up to 30% of the scope of work. Should the contractor be unable to provide a CPG partner, the Employer will provide one on the contract. Tenderers are also referred to Contract Data, Clause 4.4.7 in this regard.

**PS-11 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

**PS-11.1 General**

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

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

### **PS-11.2 Basic Requirements**

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

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

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

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

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

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

### **PS-11.3 Traffic Safety Officer**

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also comply with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2014.

### **PS-11.4 Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification.

## **PS-12 OCCUPATIONAL HEALTH AND SAFETY (Read with SANS 1921 - 1: 2004 clause 4.14)**

### **PS-12.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS 1993 Construction Regulations 2014 Issued by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatary and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.2.4 included in Section C1: Agreements and Contract Data.

**PS-12.2 Health and Safety Specifications and Plans to be submitted at tender stage**

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

**PS-12.3 Cost of compliance with the OHS Act Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications Included or in the Project specifications.

**PS-13 ADVERSE WEATHER CONDITIONS**

In terms of Clause 5.12.2 of the General Conditions of Contract, extension of time will be considered for **abnormal rainfall**. The numbers of days per month on which work is expected not to be possible as a result of **normal rainfall**, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table PS-13 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table PS-13.1, will qualify for consideration of extension of time.

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table PS-13, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil."

**Table PS-13: Expected N<sup>o</sup> of Working Days Lost Monthly Due to Normal Rainfall**

MONTH	Expected number of working days lost as result of normal rainfall
JANUARY	*5
FEBRUARY	5
MARCH	4
APRIL	1
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	3
NOVEMBER	4
DECEMBER	5
<b>TOTAL</b>	<b>33 days</b>

*(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Margate. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and January allows for the builders' holidays from 21 December 2015 and ending on 08 January 2016.)*

#### **PS-14 SITE MEETINGS AND REPORTING**

The Contractor will be required to attend site meetings organised by the Engineer. In these meetings he (the Contractor) will be required to provide progress reports and other reports to monitor the outputs of the contractor, as may be required from time to time, to be presented in a format prescribed by the Engineer. The frequency of such meetings will be monthly, as a minimum. However, the frequency can be reviewed, depending on the progress of the contract.

#### **PS-15 PREFERENTIAL PROCUREMENT**

For the purpose of this contract the Contractor shall comply with the preferential procurement statement provided in F.3.11 and T2.2 of the Tender Data.

**PS-16 EPWP SPECIFICATION****PS-16.1 Labour Intensive Competencies of Supervisory and Management Staff**

Contractors shall only engage supervisory and management staff in labour intensive works that have completed the skills programme outlined in Table 1:

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

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman / Supervisor	4	Implement Labour-Intensive Construction Systems and Techniques.	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		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

**PS-16.2 Employment of Unskilled and Semi-Skilled Workers in Labour-Intensive Works****PS-16.2.1 Requirements for the sourcing and engagement of labour.****PS-16.2.1.1 The overall youth target is 55%; women 60% and people with disabilities is 2%.**

EPWP Reporting procedure: Employment contracts, ID Copies, Payment register, Attendance registers must be attached on every claim that is submitted by the contractor. Contractor must ensure that this information is submitted every month for reporting and compliance purposes. The contractor's invoices shall not be paid until all pending labour information has been submitted.

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation in accordance with the Code of Good Practice for the Expanded Public Works Programme.

**PS-16.2.1.2 The following are some of the considerations that are elaborated in the Code of Good Practice for Expanded Public Works Programmes.****PS-16.2.2 Training of Targeted Labour****PS-16.2.2.1 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.
- PS-16.2.2.2 Accredited training may be provided before the commencement of a project.
- PS-16.2.2.3 The cost of accredited training of targeted labour will be funded through various funding sources such as National Skills Fund from the Department of Higher Education and Training, funds from the Implementing Public body, funding from SETAS etc. This training should take place as close to the project site as practically possible. The Public Body implementing the project must ensure that training applications for beneficiaries are made by its relevant project manager assisted by relevant training officials from the National Department of Public Works.
- PS-16.2.2.4 The Public Body must ensure that preference of the training of beneficiaries in technical skills over life skills is made. In addition, the Public Body is required to maximize opportunities for training to beneficiaries to be carried out before the implementation of projects.
- PS-16.2.2.5 The Public body must ensure that workers who have received training will be placed on the project to work after receiving the training.
- PS-16.2.2.6 If a provisional sum for training is made in the contract the contractor shall pay an allowance equal to 100% of the daily wage rate to workers who attend accredited training.

### PS-16.3 Generic Labour-Intensive Specification

The Generic Labour-intensive specification below (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) covers 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.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- low-volume roads (typically less than 500 vehicles per day);
- sidewalks and non-motorised transport infrastructure
- water and sanitation

#### PS-16.3.1 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.

#### PS-16.3.2 Hand excavatable material

Hand excavatable material is:

##### a) granular materials:

- i) whose consistency when profiled may in terms of table 2 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 2 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 is material with a particle size greater than 200mm, a cobble and gravel is material 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.

<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
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 upto 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 a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

**PS-16.3.3 Trench excavation**

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

**PS-16.3.4 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.

#### **PS-16.3.5 Excavation**

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

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

#### **PS-16.3.6 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

#### **PS-16.3.7 Shaping**

All shaping shall be undertaken by hand.

#### **PS-16.3.8 Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the extent possible.

#### **PS-16.3.9 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.

#### **PS-16.3.10 Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

#### **PS-16.3.11 Spreading**

All material shall be spread by hand.

#### **PS-16.3.12 Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required.

#### **PS-16.3.13 Grassing**

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

#### **PS-16.3.14 Stone pitching and rubble concrete masonry**

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

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

Grout shall be mixed and placed by hand.

**PS-16.3.15 Manufactured Elements**

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.

**PS 17 SUBCONTRACTING OF A PROTION OF THE CONTRACT**

The successful Tenderer will be required to employ local and disabled people and moreover, subcontract up to a maximum of 30% of the project value to local contractors. The "local contractors" will be located in the Harry District Municipality area of jurisdiction and where specifically required by the Employer, the area where construction works are being undertaken.

Also refer to Contract Data.

## **PROJECT SPECIFICATION: PORTION 2**

### **AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATIONS**

#### **INTRODUCTION**

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

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

**PROJECT SPECIFICATION: PORTION 2**

**SABS 1200 PSA: GENERAL**

**PSA-3 MATERIALS**

**PSA-3.1 Quality**

Where there is a standardization mark programme for any material, all such material supplied shall bear the official standardization mark.

Alternative materials or equipment proposed by the Contractor shall be tested. The test, as well as the materials or equipment, shall be approved by the Engineer prior to any such materials or equipment being built into the works and all costs involved in testing shall be deemed to be included in the rates tendered.

**PSA-3.3 Applicable Standards for Cement (*Additional Subclause*)**

The standard cement specifications SABS 471, SABS 626, SABS 831 and SABS 1466, referred to in clause 3.3, have been withdrawn and are replaced by the new SANS 50197-1 and -2: Common cements, and SANS 50413-1 and -2: 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.

**PSA-4. PLANT**

**PSA-4.2 Contractor's Office, Stores and Services**

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.

**PSA-5 CONSTRUCTION**

**PSA 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 survey beacons identified by the Engineer. The Contractor shall, within two (2) weeks after the site has been handed over to him, confirm himself that the survey beacons are correct. 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 within the aforementioned period, shall be the sole responsibility of the Contractor. A grid of final terrace levels over the site of the works will be issued to the Contractor at the commencement of the contract and it is the Contractor's responsibility to preserve all setting out pegs based on this information as given for the duration of the contract."

**PS A 5.4 Protection Of Overhead And Underground Services**

Add the following paragraph :

"The Contractor shall as soon as possible after handing over of the site, commence with the detection to existing services, continue with it without interruption, and finalise it at least 7 days before excavation starts at that particular section."

**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. Any boundary fences which have been removed or damaged by his operations and activities shall be repaired and/or reinstated at the Contractor's expense".

**PSA-5.9 Accommodation of Traffic (additional subclause)**

Where construction work has to be carried out on or near public roads, the Contractor shall deal with traffic as specified in SANS 1921-2 (2004): Construction and Management Requirements for Works Contracts, Part 2 : Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor is also referred to Project Specification PS-10.

**PSA-8. MEASUREMENT AND PAYMENT**

**PSA-8.3 Scheduled fixed-charge and value-related items**

**PSA-8.3.2 Establishment of Facilities on the Site**

**PSA-8.3.2.1 Facilities for the Engineer**

Add the following additional subitems:

(d) Carports (*state number*) Unit : Sum

The tendered rate shall cover all costs as specified in Subclause 8.3.2.3 of SABS 1200 A (and 5.5 of SABS 1200 AB to provide these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2. If applicable).

**PSA-8.3.2.2 Facilities for Contractor**

For this contract the facilities for the Contractor will not be measured and paid for separately as itemised in Subclause 8.3.2.2. The subitems (a) to (j) will be consolidated into one item and payment under item PSA-8.3.2.2 shall be deemed to cover all these subitems.

**PSA-8.4 Scheduled time-related items**

**PSA-8.4.2 Operation and maintenance of Facilities on Site**

**PSA-8.4.2.1 Facilities for Engineer**

Add the following additional subitems:

(e) Carports ..... Unit : Sum  
(f) Survey instruments ..... Unit : Sum

The rates tendered shall cover all costs as specified in Subclause 8.4.2.3 of SABS 1200 A and 5.5 of SABS 1200 AB to operate and maintain these facilities as specified in Clauses PSAB-3.2, 3.3 and 4.2.

**PSA-8.4.2.2 Facilities for Contractor**

Consolidate subitems (a) to (j) of Clause 8.4.2.2 into one item as in PSA-8.3.2.2. Payment under PSA-8.4.2.2 shall be deemed to cover subitems (a) to (j).

## **PSAB: ENGINEER'S OFFICE**

(Applicable to SABS 1200 AB - 1986)

### **PSAB 2 INTERPRETATIONS**

#### **PSAB 2.1(b) Supporting Specifications**

Delete the Sub-Clause and substitute the following:

SABS 1200 AA

#### **PSAB 2.3 Definitions**

Delete the first two lines and substitute the following:

For the purposes of this specification the definitions given in SABS 1200 AA shall apply:

### **PSAB 3 MATERIALS**

#### **PSAB 3.1 Nameboards**

In the 3<sup>rd</sup> line delete "South African Institution of Civil Engineers" and substitute with "Municipal Infrastructure Grant".

### **PSAB 4 PLANT**

#### **PSAB 4.1 Telephone**

Delete the Sub-Clause and substitute the following:

The Contractor shall provide a portable cellular telephone (with minimum 8W output power, 18 hours standby and 3 hours talk time) on site for the sole use of the Engineer or his Representative for the duration of the Contract.

#### **PSAB 4.2 Survey Equipment (New Sub-Clause)**

Add new Sub-Clause:

The Contractor shall provide the following survey equipment on the Site from the commencement to the completion of the Works:

One automatic reading Engineer's level plus tripod  
One levelling staff (5 m long, 1 cm graduations)  
One staff angle bubble  
One metal change-point for levelling  
One separate plumb-bob  
One spirit level (one metre long)  
Six steel-tipped ranging rods each 2,5 m long  
One hammer (2 kg) with steel or wooden pegs as necessary  
Two canvas carry bags  
One 30 m steel tape  
One 7,5 m steel tape



The equipment may be shared by arrangement between the Contractor and the Engineer or his representative on Site. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the Works the survey equipment as listed above shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean until the completion of the Works.

## **PSAB 5 CONSTRUCTION**

### **PSAB 5.2 Engineer's Office**

Add to the Sub-Clause:

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

(i) PSAB 5.4 Telephone

Delete the last sentence.

### **PSAB 5.5 Survey Assistants**

Delete the first sentence and substitute the following:

The Contractor shall make available to the Engineer two suitably educated labourers for use on and about the site on survey and other work directed by the Engineer at all reasonable times.

## **PSAB 8 MEASUREMENT AND PAYMENT**

### **PSAB 8.1 Scheduled Items**

Delete the 1<sup>st</sup> sentence and substitute the following:

Items will be scheduled in terms of Sub-Clauses 8.3.2 & 8.4.2 of SABS1200 AA.

### **PSAB 8.2.1 Fixed and Time-related Charges**

Delete the 1<sup>st</sup> sentence and substitute the following:

The terms of Sub-Clause 8.2 of SABS 1200 AA shall apply.

Add to the Sub-Clause:

The Tenderer is to include, under the Time-Related Charges, a Prime Cost Sum of R200,00 per week for a period of time equal to the Time for Completion of the Contract (see Appendix) to cover the cost of the Engineer's telephone calls and all other costs relating to the provision of a cellular telephone for the exclusive use by the Engineer or his Representative.

The Tenderer is also to include, under this clause, a Prime Cost Sum of R70,00 per week for the same period of time, to cover the cost of fully comprehensively insuring a laptop computer provided for the sole use of the Engineer or his Representative.

**PSC: SITE CLEARANCE**  
*(Applicable SABS 1200 C - 1980 As Amended 1982)*

**PSC 3 MATERIALS**

**PSC 3.1 Disposal of Material**

Add to this Sub-clause:

Material obtained from clearing must be disposed of offsite by the Contractor at his expense. Disposal of combustible material by burning will be permitted but must still be authorised at the time of burning by the Engineer. The Contractor will be held responsible for observing the by-laws and regulations of the relevant local authority and for any injury to persons and damage to property caused by any fire starting on site, in his camp or a fire started for any reason by his employees, regardless of whether such injury or damage is the direct or indirect result of such fire. The Contractor shall indemnify the Employer against all claims or damages arising from this source. Burning of combustible material shall only be carried out in areas to be covered over by permanent works.

**PSC 5 CONSTRUCTION**

**PSC 5.2.3.2 Individual Trees**

Delete the second sentence of the Sub-Clause and substitute the following:

The amount of the penalty payable by the Contractor for the removal or damage by him of a tree designated for preservation shall be R500 for each tree having a girth of less than 1 000 mm and R1 000 for each tree having a girth of 1 000 mm or more.

**PSC 5.3 Clearing**

Add the following new Sub-Clauses:

**PSC 5.3.1 Sub-Clause 5.3.1**

Where the pipeline route crosses an existing fence, a section of fencing not exceeding 10,0 m in length may be removed temporarily during construction and thereafter reinstated to a condition not worse than the original as soon as the pipeline has been installed and backfilled in the immediate vicinity of the crossing. For the period while the existing fence is dismantled, the Contractor shall erect, at the end of each day's operations, a temporary fence to close the gap in the existing fence.

**PSC 5.4 Grubbing**

In the fourth line delete "200mm" and substitute 300mm.

**PSC 5.6 Conservation of Topsoil  
and 8.2.10**

Add to the Sub-Clause:

All topsoil shall be conserved for later use by stockpiling clear of the working area.

**PSC 8 MEASUREMENT AND PAYMENT**

**PSC 8.2 Scheduled Items**

*(i).1 PSC 8.2.10 Topsoil*

Add to the Sub-Clause:

The topsoil, where approved by the Engineer, shall be conserved for later use by stockpiling clear of the working area.

**PSC 8.2.11 Fences (New Sub-Clause)**

Separate payment will be made for dealing with fences in the manner specified in PSC 5.3.1 above as scheduled.

**PROJECT SPECIFICATION: PORTION 2**  
**SABS 1200 PSD: EARTHWORKS**

**PSD-1 EARTHWORKS**

*The Contractor is referred to SANS 1921 - 5: Earthworks activities which are to be performed by hand*

**PSD-3 MATERIALS**

**PSD-3.1 Classification for excavation purposes**

**PSD-3.1.2 Classes of excavation**

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

**"PSD-3.1.2(a) Soft excavation**

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as "Soft Excavation Class A", which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

**Granular material**: -dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

**Cohesive materials** - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

**PSD-5 CONSTRUCTION**

**PSD-5.1 Precautions**

**PSD-5.1.1 Safety**

**PSD-5.1.1.2 Safeguarding of excavations**

- ***Add the following subparagraph:***

“(g) The Contractor or his agent or his representative shall not require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.”

**PSD-5.2.2.1 Excavations for general earthworks and for structures**

- ***Add the following additional subparagraph:***

“(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

**PROJECT SPECIFICATION : PORTION 2**

**SABS 1200 PSD : EARTHWORKS**

**PSD-1 EARTHWORKS**

*The Contractor is referred to SANS 1921 - 5: Earthworks activities which are to be performed by hand*

**PSD-3 MATERIALS**

**PSD-3.1 Classification for excavation purposes**

**PSD-3.1.2 Classes of excavation**

The classes of excavation in clause 3.1.2 shall in general apply to all excavations where use is made of conventional methods and plant and equipment.

Where labour-intensive methods applicable to targeted labour are specified, soft excavations shall be defined as follows:

**"PSD-3.1.2(a) Soft excavation**

Soft excavation for labour-intensive work where excavations are to be carried out by hand methods, shall be excavation in material that can be efficiently removed and loaded with picks, shovels and other hand tools by an average able-bodied person or group of persons. Soft excavation shall include small boulders that can be removed by hand methods.

Soft excavation can be further broken down by introduction of an additional class such as "Soft Excavation Class A", which is excavation defined as soft, but which can only be excavated with difficulty.

The criteria for classifying Soft Excavation Class A shall be as follows:

**Granular material**: -dense material with high resistance to penetration by the point of a geological pick; several blows are required for removal of material; 7 to 15 blows of the dynamic cone penetrometer are required to penetrate 100 mm; and

**Cohesive materials** - stiff to very stiff material requiring 6 to 8 blows of the dynamic cone penetrometer to penetrate 100 mm, where:

"stiff" material can be indented by thumbnail; slight indentation produced by pushing a geological pick point into the soil; cannot be moulded by fingers; and where:

"very stiff" material can be indented by thumbnail with difficulty; slight penetration of point produced by blow of geological pick.

Where soft excavation class A material is encountered, it shall be measured and paid for as an extra over soft excavation.

**PSD-5 CONSTRUCTION**

**PSD-5.1 Precautions**

**PSD-5.1.1 Safety**

**PSD-5.1.1.2 Safeguarding of excavations**

- ***Add the following subparagraph:***

"(g) The Contractor or his agent or his representative shall not require or allow any person to work under unsupported overhanging material or in an excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported or braced if there is a danger of the overhanging material or the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question."

**PSD-5.2.2.1 Excavations for general earthworks and for structures**

- ***Add the following additional subparagraph:***

"(f) The Contractor shall so plan his cut-to-fill operations that all excavated material is used in the manner that is most appropriate.

The Contractor shall conserve all suitable surplus material and he shall not borrow, spoil or waste any material unnecessarily. If excavated material designated for a particular purpose become contaminated, is incorrectly used or becomes unavailable through injudicious planning of excavation operations, the Contractor shall replace the contaminated material and make good any shortfall with material of quality at least equal to that of the said selected material.

Where selection of excavated material is required, the method of excavation shall be so arranged as to avoid double handling. Wherever possible excavated material shall be placed in its final position without being stockpiled. If stockpiling is unavoidable, materials intended for different uses shall be stockpiled separately

**PROJECT SPECIFICATION: PORTION 2**

**SABS 1200 PSD: EARTHWORKS (PIPE TRENCHES)**

**PSDB-5 CONSTRUCTION**

**PSDB- 5.1 Precautions**

**PSDB-5.1.5 Trench Excavations (*additional subclause*)**

The precautions for excavations as specified in Clause 5.1.1 of Section 1200 D, 1200 DA, and the relevant clauses in PSD and PSDA, shall also apply to all trench excavations.

The Contractor shall take all the steps necessary to ensure that no person is required or allowed to work in a trench or any other unsupported overhanging excavation which is more than 1,5 m deep, and any excavation which has not been adequately supported, shored or braced if there is any danger whatsoever of the sides of the excavation collapsing. The support, shoring or bracing to be designed and constructed by the Contractor, shall be strong and sturdy enough to support the sides of the excavation in question.



**PROJECT SPECIFICATION: PORTION 2**

**SABS 1200 GA: CONCRETE (SMALL WORKS)**

**PS GA-3 MATERIALS**

**PS GA-3.2 Cement**

**PS GA-3.2.1 Applicable specifications**

The standard cement specifications SABS 471, SABS 626, SABS 831, SABS 1466 and SABS 1491, have been withdrawn and are replaced by SANS 50197-1: Common cements, and SANS 50413-1: Masonry cement. These specifications will be applicable to this contract and the descriptions and types of cements, where specified, will be based on the designations as defined in these specifications.

**PS GA-5.4.1.4 Prescribed mix concrete**

Add the following:

"The structural concrete in this contract shall comply with the following specification.

- The minimum 28 day strength shall be as specified in drawings
- The maximum water/cement ration shall be 0.42
- The minimum cement content shall be 400 kg/m<sup>3</sup>
- The cement used must be extended with a minimum of 30% Fly Ash or 50% GGBS

A detailed mix design by an approved concrete testing laboratory before any concrete is poured in the works and provision shall be made by the contractor for the cost of the design in his rates.

**PS GA-8: MEASUREMENT AND PAYMENT**

**PS GA-8.1 Measurement and rates**

**PS GA-8.1.2 Reinforcement**

Replace subclause 8.1.2.2 with the following:

PSGA-8.1.2.2 Mild steel and high tensile steel will be measured by mass for the diameters or range of diameters as scheduled.

Welded mesh will be scheduled separately for each type and mass per square metre of mesh."

Replace subclause 8.1.2.3 with the following:

"PSGA-8.1.2.3 The unit rate for steel bars shall cover the cost of supply, cutting, bending, placing in position, and fixing of the reinforcing and supporting steel scheduled. The rate shall also include the provision of all spacer devices and binding wire, as well as the cost of tests in terms of SANS 920.

The unit rate for welded mesh shall cover the supply, cutting and placing of mesh, as well as the cost of all waste due to laps."

**PROJECT SPECIFICATION: PORTION 2**

**SABS 1200 LB: BEDDING (PIPES)**

**PS LB 3.3 BEDDING**

Add the following to LB 3.3:

All pipes shall be classified as rigid pipes and shall be laid on a Class C bedding except sub soil drainage, which shall be classified as flexible pipes.

**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 (100 % for sand)".

**PS LB 8 MEASUREMENT AND PAYMENT**

**PS LB 8.2 Scheduled Items**

**PS LB 8.2.2.4 From stockpile (provisional)**

- a) Selected granular material ..... Unit : m<sup>3</sup>
- b) Selected fill material ..... Unit : m<sup>3</sup>

The rate shall cover the cost of obtaining, handling and transport regardless the distance, of the required bedding material from the stockpile, the delivery thereof at positions that are spaced along the trench in such a way as suits the working method of the Contractor, as well as the removal of material displaced by this importation within the free-haul distance.

**PROJECT SPECIFICATION: PORTION 2**

**SABS 1200 LE : STORMWATER DRAINAGE**

**PS LE 3 MATERIALS**

**PS LE 3.1.1 Material for Subsoil Drainage**

**PS LE 3.1.1.1 Pipes**

Pipes for subsoil drainage shall be uPVC pipes complying with the requirements of SABS 791, but shall be perforated or slotted.

The size of perforations in perforated pipes shall in all cases be 8 mm in diameter  $\pm$  1,5 mm and the number of perforations per metre shall be not less than 26 for 110 mm pipes and 52 for 160 mm pipes. Perforations shall be spaced in two rows for 110 mm pipes and in three rows for 160 mm pipes.

Slotted pipes shall have a slot width of 8 mm  $\pm$  1,5 mm. The arrangement of slots shall be subject to the Engineer's approval, but the total slot area shall be not less than that presented for perforations.

Pipes without slots or perforations required for conveying ground water from the subsoil drainage proper to the point of discharge, shall be uPVC pipes as specified above.

**PS LE 3.1.1.2 Crushed-stone**

Crushed-stone in subsoil drains shall be 19 mm single-sized stone complying with the grading requirements of stone for concrete in SABS 1083.

**PS LE 3.1.1.3 Geotextile Blanket**

The geotextile blanket around subsoil drains shall comply with the requirements of PS DK 3.1.4 in all respects.

**PS LE 3.1.1.4 Sand**

Sand obtained from approved commercial sources shall be clean, hard and durable and shall comply with the following grading requirements:

D15 : 0,2 mm to 0,4 mm

D85 : 1,2 mm to 4,7 mm

**PS LE 5 CONSTRUCTION**

**PS LE 5.1 Trench Bottom**

**PS LE 5.1.3 Unsuitable Founding Conditions**

Substitute "90 % of MAASHTO maximum density" in LE 5.1.3 with "90 % of MAASHTO maximum density (100 % for sand)".

**PS LE8.2 BEDDING AND LAYING**

PS LE 8.2.14 Supply And Install Subsurface Drains According To Drawings ..... Unit : m

The length shall be measured on the centre line of the completed subsurface drain.

The rate shall cover the cost of supplying, transporting, off-loading and installing all materials as well as for cutting, wasting, overlapping and installing of the materials where applicable.

## PARTICULAR SPECIFICATION

### PA: BRICKWORK AND PLASTER

#### PA1 SCOPE

PA1.1 This specification covers the general requirements for buildings and other masonry structures, including plastering.

#### PA2 INTERPRETATION

##### PA2.1 Other relevant Standards/Specification

This specification should be read together with SABS 1200 AA.

##### PA2.2 Applicable Edition of Standards

Each standard specification referred to in this specification shall be deemed to be the latest edition, applicable on the tender closing date.

##### PA2.3 Definitions and Symbols

For purposes of this specification, the definitions and symbols given in the National Building Regulations and Building Standards Act, 1977 (referred to further on in this specifications as "Building Act"), where applicable, shall apply. (Definitions: pages 5 to 14, Symbols : page 23.)

#### PA3 MATERIALS

##### PA3.1 Cement

Cement shall conform to the requirements of SABS 471.

##### PS3.2 Lime

Lime shall be of approved manufacture, well burnt and of uniform quality conforming with SABS 523.

##### PA3.3 Sand

Sand to be used for mortar and plaster shall comply with the requirements of SABS 1090.

##### PA3.4 Clay Bricks

Clay bricks must conform to SABS 247. A sample of bricks to be used for construction must be given to Engineer for approval before construction bricks are delivered to site.

The contractor will be required to carry out necessary tests and provide certificates for compliance of the bricks with SABS 247. The cost of these tests will be deemed part of the scheduled rates and no additional payment will be made therefore.

Best quality engineering bricks shall be used for all foundation and concealed situations.

##### PA3.5 Damp-Proofing

Material used as a dampproof course shall conform to the requirements contained either in SABS 248 or in SABS 952. Type FV fibre-felt sheets or Type C polyethylene sheets shall be supplied under the contract.

**PA3.6 Fibre Cement Sheets**

Fibre cement flat sheets, minimum 15 mm thick, shall comply with the requirements of SABS 685.

**PA3.7 Storage**

**PS3.7.1 Cement and Lime**

Cement and lime stored on the site shall be properly protected against moisture to the satisfaction of the engineer.

**PA4 CONSTRUCTION**

**PA4.1 Brickwork**

Brickwork shall be well and regularly bonded, with no false headers and none but whole bricks except where legitimately required as closers. All bricks must be thoroughly dampened before laying and each brick is to be laid with full joints and pressed into its bed so as to squeeze out superfluous mortar and give a finished joint not exceeding 8 mm thick in the case of the face work or 13 mm thick in the case of plastered walls or work not exposed to view. All joints, both horizontal and vertical, notwithstanding any grade custom to the contrary, are to be filled solid with mortar for their full width and depth, each course being flushed with mortar, worked well down into all vertical joints before the succeeding course is laid. Horizontal joints and vertical joints of face work shall be pointed flush in manholes and catch pits, but shall be pointed and finished with a tooled recessed joint elsewhere. Plastered walls shall have the joints raked out to a depth not less than 13 mm and not more than 20 mm, and subsequently refilled with mortar of the same proportions as the original bedding mortar. In no circumstances may joints be so formed as to expose any perforation in the units.

Wire ties, where required, shall be stainless steel and are to be installed at 5 per square metre.

**PA4.2 Mortar**

The mix proportions for the mortar are given below:

Portland cement	50 kg
Lime	0-40 l
Sand*	200 l max.

\* measured loose and damp

**PA4.3 Plastering**

Plaster shall be of the same proportions as the bedding mortar. Any other plaster mixes will be subject to the approval of the Engineer.

**PA4.4 Dampproof Courses**

The areas to be covered by dampproof courses are indicated on the drawings. Dampproof shall be laid on a surface which shall not contain any sharp objects which may perforate the membrane. The full width of the wall and the whole area under the floor is to be covered by

the membrane and shall overlap by not less than 100 mm under the floor, and by not less than 150 mm under the wall. All joints shall be effectively sealed. Where shown on the drawing, the dampproof course is to be stepped up one course of brickwork in the inner skin. Proper returns are to be made at all doorframes.

**PA4.5 Window Sills**

Windowsills shall be formed as shown on the drawings and as hereafter described:

Dampproof sheeting shall be provided one brick course below the sill and shall be turned upwards and terminate behind the window frame to provide an efficient weather-tight seal.

All external sills and some internal sills, where shown, shall be formed in quarry tiles and other internal sills where shown are to be of fibre cement sheet minimum thickness 15 mm to SABS 685 with approximately 20 mm projection beyond the finished face of the walls.

External sills shall be laid to a 20° weathered slope while internal sills shall be laid horizontal.

All tiles shall be bedded in 3:1 cement mortar and neatly pointed.

**PA4.6 Lintels with Brickwork Reinforcement**

Lintels over doors, windows and openings, where ordered by the Engineer, shall be reinforced with four layers of BRC brickforce, or approved equal. The latter reinforcement shall extend a minimum of 450 mm beyond any opening. All joints in the six courses of brickwork above the opening shall be fully flushed with cement mortar. Shoring to soffits of lintels shall be left in position for at least 14 days after building the lintel and the brickwork shall be kept damp with wet bags for the whole of this period.

**PA4.7 Wall Vents**

Ventilator openings shall be formed through walls where indicated and shall be provided with double brick terracotta louvred air bricks (fitted with plastic insect screens) both externally and internally (where scheduled) set flush into the work and neatly pointed. Internal wall vents are to be of an approved plaster of paris type where scheduled.

**PA4.8 Building In Frames, etc**

Door and window frames are to be set up, built into position, bedded and pointed in cement mortar, with any necessary cutting to brickwork, fitting and making good, as the brickwork is built up. In the case of doorframes, wrought iron right angled cramps are to be fixed to doorframes and built into brickwork at every eighth course.

Where pipes, frames, brackets or other such parts pass through or have to be set into brickwork, the bricks shall be carefully cut and fitted to maintain regularity of courses and uniformity of joints, the shaped bricks being embedded and pointed to conform with the surrounding brickwork. Where such parts have to be set into position after brickwork is built, holes shall be left wherever possible, in preference to cutting out bricks, and the work shall be subsequently made good in the manner described.

**PA4.9 Floor Finishes**

**PA4.9.1 Granolithic Floor Screed**

Granolithic shall consist of one part cement, one part sand and two parts 5 mm stone chips and oxide where required, thoroughly mixed as for concrete and placed in a layer not less than 20 mm thick, levelled or graded and trowelled to a smooth uniform surface. To ensure proper bond, the concrete surface to be covered shall be clean, roughened by chipping,

flushed with water and coated with cement grout just before placing of the granolithic layer. Granolithic finish is to be steel floated with V joints in squares of 1,20 m to 1,80 m, the joints extending for the full depth of the granolithic. Joints are not required in the granolithic screed where it is to be overlaid by tiles or carpeting.

**PA4.10 Chasing Walls**

Where indicated by the electrical contractor, the construction contractor shall chase brickwork and concrete work to accommodate electrical conduit - such chasing shall precede plastering or rendering and on no account shall plastering or rendering be commenced until the electrical tubing has been installed. No horizontal or diagonal chases shall be permitted.

Elsewhere, electrical conduit shall either be cast into concrete or shall be run on the surface afterwards as may be directed by the Engineer.

**PA4.11 Weather**

In any period of interruption caused by inclement weather, and at the completion of each day's bricklaying, freshly laid brickwork should be protected.



**.PARTICULAR SPECIFICATION : PC**

**PC: PAINTING**

**PC1 SCOPE**

**PC1.1** This specification covers the general requirements for painting, including methods of preparation of materials to be painted, cleaning, priming, undercoating and finishing, and also methods by which the finished work will be measured and paid for.

**PC2 INTERPRETATION**

**PC2.1 Supporting Specification**

This specification must be read together with SABS 1200 AA

**PC2.2 Applicable Edition of Standards**

Each standard specification referred to in this specification shall be deemed to be the latest edition at the tender closing date.

**PC3 MATERIALS**

**PC3.1 Emulsion Paints for Exterior Use**

Emulsion paints for exterior use shall comply with SABS 634.

**PC3.2 Calcium Plumbate Primer**

Calcium plumbate primer shall comply with SABS 912.

**PC3.3 Undercoats for Paints**

Undercoats for air-drying protective and decorative paints shall comply with SABS 681.

**PC3.4 Structural Steel Paints**

Structural steel paints shall comply with SABS 684.

**PC3.5 Colours of Paints**

Specification for colours of paints shall comply with CKS 279.

**PARTICULAR SPECIFICATION : PD**

**PD: DISINFECTION OF PIPELINES**

**PD 1 INTRODUCTION**

The price for testing and disinfecting pipelines and fittings is included in the scheduled items for supply and installation.

On completion of construction, after pressure testing and prior to commissioning the pipeline is to be disinfected by the contractor in accordance with this specification.

**PD 1.1 Scope of the Code of Practice**

This Code of Practice relates to the disinfection of parts used for the disinfection of complete installations.

It includes the requirements for bacteriological sampling and dosage of disinfectants, dose rates of disinfectants, disposal of chlorinated water and quality standards for bacteriological samples.

**PD 1.2 Definitions**

Within this document the term HYPOCHLORITE SOLUTION means a commercial solution of sodium hypochlorite containing 10% to 15% of available chlorine. Also, 10% HYPOCHLORITE SOLUTION means hypochlorite solution diluted one part in ten which thus has approximately 1% of available chlorine.

Within this document AVAILABLE CHLORINE and all chlorine concentrations means FREE CHLORINE available to the water environment for its disinfection.

'Water Supply Personnel' means any employee or contract or casual labour whose work includes, even temporarily, the performance of work concerned with partially or fully treated water and sources of underground water and who must possess a current certificate of medical suitability signed on behalf of the Authority.

**PD 1.3 Hygiene**

Only 'Water Supply Personnel' may undertake the procedures laid out in this Code of Practice.

**PD 1.4 Safety**

This Code of Practice does not cover the safety aspects of the construction or maintenance of installations or apparatus or of disinfection procedures.

Remember always that chlorinating agents are strongly corrosive so protect EYES AND HANDS especially.

**PD 2 GENERAL REQUIREMENTS FOR DISINFECTION OF POTABLE WATER APPARATUS**

**PD 2.1 Components and Equipment**

Clean all pipework components, equipment and tools used for repair and remove all grease or scale from components and equipment before use or assembly.

Where full chlorination and bacteriological testing is impractical, then disinfect all materials, components and equipment which could transmit contamination. Use a solution containing 1% of available chlorine (e.g. 10% chlorox or other commercial hypochlorite solution or 2% solution of bleaching powder. Contact time must exceed 20 minutes. Rinse or flush the equipment with mains water to prevent excessive corrosion.

## PD 2.2 Completed Installations

***Ensure that all water used for disinfection purposes has a free chlorine residual of at least 20 mg/ℓ. Refer to section PD 4 and Tables 1 and 2 for volumes or dose rates.***

During chlorination the pipeline shall be kept full of water.

Whenever possible keep the installation at normal operating pressure or greater during the contact period.

## PD 2.3 Portable Test Equipment

Portable test equipment which may be used in contact with potable water must be kept clean. Any equipment which is in uncertain condition or which is contaminated must be cleaned and disinfected before use.

## PD 3 MAINS

### PD 3.1 New Mains

#### PD 3.1.1 Introduction

Do not connect any new main into supply until the water from designated sampling points, having stood in the main for at least 20 hours, has met the criteria specified herein.

New mains are laid with the intention of ensuring as far as possible, the exclusion of debris and contamination, but presume at the disinfection stage that debris and contamination does exist and that this debris is resistant to disinfection, e.g. compacted soil or detritus in joints.

The disinfection procedures, which should follow pressure testing, include:

- (a) swabbing and flushing of the main
- (b) soaking of the main for a minimum period of **20 hours**, using a minimum concentration of **20 mg/ℓ** of available chlorine in mains water.
- (c) removal of excess chlorine by flushing the main

#### PD 3.1.2 Pressure Testing

Only use potable quality mains water for pressure testing new mains. Pressure testing normally follows the construction of each section of the pipeline but precedes final connection to supply. Do not rely on a single sluice valve to isolate the new main from the supply network, while the main is under pressure until disinfection and approval are complete.

#### PD 3.1.3 Swabbing and flushing

Swab all new mains after pressure testing and prior to disinfection.

After insertion of a soft foam swab, which has been soaked in 10% hypochlorite solution, recharge the pipeline at a rate less than 50 mm per second (3 m per minute) to ensure that the swab is not moved.

Open the inlet valve fully and drive the swab along the pipeline, at a velocity less than 0,5 m per second (30 m per minute), by controlling the valve at the discharge end.

When the swab reaches the discharge end of the pipeline, flush the main for at least 5 minutes to remove all excess chlorine and discoloured or dirty water. Where possible open inlet and outlet valves as fully as possible.

If the swab removes excessive amounts of debris, then re-swab the main.

#### PD 3.1.4 Chlorination

Chlorinate all new mains to a minimum of 20 mg/l available chlorine and leave to soak for a minimum of 20 hours, prior to flushing with mains water to a chlorine residual equal to that of the background level in the incoming mains water.

Tables in PD 4 show the required minimum dose rates and volumes.

To chlorinate sections of distribution main, less than about 50 m long not exceeding 150 mm in diameter, use a soft swab which has been soaked in 10% hypochlorite solution and proceed as follows:-

- Pour 1 litre of hypochlorite solution for each 1 m<sup>2</sup> of pipeline, into the end of the pipe upstream of the final connection.
- Insert the swab into the end of the upstream pipe to retain the hypochlorite solution.
- Make the final connection.
- Drive the swab past the final connection and along the pipeline, but do not allow the swab to travel at a speed greater than 0,3 metres per second (20 m per minute).
- Remove the swab and flush the main for 25 minutes.
- Close up the main prior to soaking and sampling in accordance with section PB 3.1.6.

The volume of hypochlorite needed for 50 m of pipeline is:-

50 mm - 100 ml,	75 mm - 200 ml,	100 mm - 500 ml,
150 mm - 900 ml,	200 mm -1600 ml,	250 mm - 2500 ml.

Take all necessary care with the disposal of chlorinated water; follow the procedure laid out in PB 5.

#### PD 3.1.5 Sampling for Bacteriological Analysis

Once all pressure testing, swabbing and chlorination is complete, fill the main with clean mains water free from excessive chlorine.

Flush all hydrants, washouts and other outlets until the water is clean and free from excessive chlorine. Shut the valves and leave the main to soak for a minimum period of 20 hours.

First check with the laboratory staff of the Ugu District Municipality to determine a suitable time for collection of samples and delivery of them to the laboratory for analysis.

Then pressurise the main and take samples for bacteriological analysis in accordance with the procedure given in section PB 3.1.6. Take these samples from sampling points agreed with the Resident Engineer.

Deliver all samples to the laboratory as soon as possible. Analysis must start within six hours but store the samples in a refrigerator if the delay between taking the sample and the start of analysis is likely to exceed four hours.

Then isolate and leave the main until the results of analysis are available. In the event that the samples fail, flush the main and re-sample after a further soak period of at least 20 hours.

Repeat the above process until disinfection criteria have been satisfied.

The costs of all necessary testing are to be borne by the Contractor.

#### **PD 3.1.6 Sampling Points**

Sample points should consist of a ferrule connection, with a short length of polythene piping terminating in a ½" BSP gate valve or manual air valve. Protect this sampling outlet by suitable boxing. Attach a sampling standpipe to the gate valve, disinfect the apparatus with hypochlorite solution and then flame the bib tap outlet on the standpipe. Flush out all traces of hypochlorite, check that the residual chlorine level is not greater than the normal level in the incoming mains water.

At scour points and air valves, flush out all trace of hypochlorite, check that the residual chlorine level is not greater than the normal level in the incoming mains water, then take samples.

#### **PD 3.1.7 Temporary Cross Connections and Final Connections**

Where a temporary cross connection supplies mains water to the new main, before making the final connection complete the disinfection procedure of the new main as set out above.

When the new main has been proved bacteriologically satisfactory the cross connection may be removed and isolated after suitable disinfection.

### **PD 4 DOSAGE OF CHLORINATING AGENTS**

#### **PD 4.1 Sodium Hypochlorite Solution**

Bulk supplies of sodium hypochlorite solution (Chlorox for instance), are supplied at 10 to 15% available chlorine. This fraction declines progressively as the hypochlorite decays to chloride, chlorate and oxygen. Assume in practice that there is only 10% available chlorine.

Assuming 10% available chlorine, and using mains water having a zero chlorine demand, then the following values give estimates of the dilutions required.

- 10% hypochlorite solution (1 part hypochlorite solution in 10 parts solution) contains 10,000 mg available chlorine per litre of 10 kg available chlorine per cubic metre.
- 20 mg available chlorine per litre is equivalent to 200 ml of hypochlorite solution per cubic metre of water.
- 0,5 mg available chlorine per litre is equivalent to 5 ml of hypochlorite solution per cubic metre of water.

#### **PD 4.2 Chlorine Gas**

Chlorine gas, dosed into water by weight, is likely to be about 98% available chlorine. Therefore a direct measurement gives a reasonable estimate.

- Disinfection of replacement parts with chlorine gas is not a practicable possibility.
- 20 mg Chlorine gas (by weight) per litre for disinfection of complete installation is equivalent to 20 grams per cubic metre.
- 0,5 mg Chlorine gas (by weight) per litre of water is equivalent to 0,5 grams per cubic metre.

**PD 4.3 Bleaching powder, granules and tablets**

Bleaching powders, granules or tablets based on Calcium hypochlorite contains 50% to 70% of available chlorine by weight. These materials must be stored under dry conditions. During storage some available chlorine is lost. Follow the manufacturers instructions particularly concerning the shelf life of the material and dose rate of the tablets.

For calculation purposes presume a maximum value of 50% available chlorine i.e. 1 gm of powder, granules etc in 1 litre of water provides 500 mg per litre available chlorine.

**PD 4.4 Dose rates**

Tables 1 and 2 provide estimates of the minimum dose rates of sodium hypochlorite solution, chlorine gas or bleaching powder, tablets or granules to achieve available chlorine levels of 20 mg per litre when dilute with mains water which has a zero chlorine demand.

**Table 1 - dosage for 1,000 m of pipeline to give 20 mg available chlorine per litre**

Pipe Diameter	Volume of 1000 m of pipeline	Weight of bleaching powder granules or tablets to give 20 mg/l	Weight of chlorine to give 20 mg/l	Volume of hypochlorite solution to give 20 mg/l
mm	m <sup>3</sup>	gm	gm	litres
50	1,9	80	40	0,4
75	4,4	180	90	0,8
100	7,9	320	160	1,5
150	17,7	700	350	3,5
200	31,4	1,260	630	6,2
250	49,1	2,000	980	9,7
300	70,7	2,800	1400	14,0
350	96,2	3,800	1900	19,0
400	125,6	5,000	2500	24,6
500	196,3	7,800	3900	38,4
600	282,6	11,200	5600	55,4

**Table 2 - dose rates for 20 mg available chlorine per litre**

Flow rate in pipeline*		Hypochlorite solution Injection rate for 20 mg/l		Chlorine injection rate for 20 mg/l
litres/sec	m <sup>3</sup> /hr	litres/hr	ml/sec	gm/hour
1	3,6	0,7	0,2	72
2	7,2	1,4	0,4	144
3	10,8	2,2	0,6	216
4	14,4	2,9	0,8	288
5	18,0	3,6	1,0	360
6	21,6	4,3	1,2	430
7	25,2	5,0	1,4	500
8	28,8	5,8	1,6	576
9	32,4	6,5	1,8	650

\* For flows greater than 9 litres/sec the dose rates can be calculated by multiplying by an appropriate factor of 10 e.g.

186 litres/sec = 100 + n 80 + 6 litres/sec  
hypochlorite solution = 70 + 58 + 4.3 = 132,3 litres/hr

## **PD 5 DISPOSAL OF CHLORINATED WATER**

### **PD 5.1 Introduction**

When the pipeline has passed all disinfection criteria it must be drained without causing hazard.

### **PD 5.2 Methods of Disposal**

#### **PD 5.2.1 Overland**

Explore the possibility of soaking away disinfection water on adjacent land in rural situation.

#### **PD 5.2.2 Foul sewers**

Where disinfection water is discharged into a combined or foul sewer, no de-chlorination is normally necessary but in the former case take care that the rate of discharge of disinfection or flushing water avoids operation of storm sewage overflows and/or the creation of a hazardous atmosphere within the sewer.

#### **PD 5.2.3 Watercourses**

In rural areas where disinfection water is discharged to watercourses, either directly or through surface water drains, do not permit a free chlorine concentration in the receiving stream in excess of 0,1 mg/l about 50 metres downstream of the point of discharge. If the discharge is into a ditch, which is not a spawning ground or a nursery or a fishing stream, take advantage of that ditch to mop up chlorine provided that in a significant stream the earlier mentioned limit is not exceeded. In these circumstances use flush water to dilute the chlorinated water whenever possible. Avoid discharge of disinfection water to the head of a watercourse because this area is probably a spawning ground.

#### **PD 5.2.4 Disposal of large volumes**

When disposing of large volumes of disinfection water from very long lengths of new main, or in any cases of doubt, consult through the Resident Engineer, the laboratory staff of the Employer.

### **PD 5.3 De-chlorination**

There is no objection to the use of thiosulphate or sulphur dioxide as de-chlorination agents. In some cases, at least partial de-chlorination may be achieved by discharge over land. In all cases consult the Resident Engineer.

## **PD 6 QUALITY STANDARDS AND REPORTING PROCEDURES**

### **PD 6.1 New Mains**

#### **PD 6.1.1 Bacteriological Standards**

No coliform organisms shall be detected in 100 ml of the sample.

The increase in the yeast agar plate count when compared with that of the incoming water shall generally be less than 50 and never more than 150 colonies per ml when incubated at 37°C for 24 hours.

#### **PD 6.1.2 Procedure for Unsatisfactory Samples**

Whenever even one E.Coli, or 5 or more coliforms per 100 ml are detected, re-chlorinate the main or serve reservoir. When E. Coli are not detected but the total coliform count is less than 5 per 100 ml flush and re-sample the main.

**PD 6.1.3 Physical Standard**

If the sample is unusually coloured, turbid or frothy flush the main until acceptable. If this condition is severe, re-sample the main but do not put into service until the samples have passed the required standards.

**PD 6.2 Reporting Procedure**

Records of disinfection are to be handed to the Resident Engineer.

**PARTICULAR SPECIFICATION PF**

**PF: VALVES**

**PF 1 GATE VALVES**

Gate Valves shall bear the official mark of SABS and be SABS approved. They shall comply with SABS 664 for waterworks pattern valves of the types, classes and sizes listed in the Schedule of Quantities and shall be provided with the following:

	Description	Specification
1	Flanges	Double flanged, to be in accordance with and drilled off-centre to SABS 1123, Table 1600, 2500 or 4000 as scheduled.
2	Spindles	Non rising, bronze or stainless steel with spindle nut either bronze or gunmetal
3	Handwheels	Direction of rotation for opening valves shall be clockwise when viewed from the top and appropriate wording must be embossed at the top indicating direction of "close" and "open" with arrow heads
4	Tests	Valves to be subjected to "closed end" and "open end" pressure tests to one and half times the working pressure. Valve body shall be tested to twice working pressure. Under all the tests, no leakage to occur
5	Paint	As in PF4
6	Other	<ul style="list-style-type: none"> <li>• Type B gunmetal trim</li> <li>• Valves should permit repacking of the gland whilst valve is under pressure</li> <li>• Factory test certificates to be provided with each valve</li> <li>• Rates in the schedule of quantities to include requirements to comply with specification</li> </ul>

**PF 2 REFLUX VALVES**

Reflux valves shall, except where otherwise specified, be double flanged single door swing type and shall be fitted with gun metal seats and bronze hinge and clack pins. In the case of reflux valves to be mounted horizontally, the design shall be such that the gate rests against the seat in the absence of flow or of differential pressure, without the aid of springs or external counterweights. Reflux valves shall comply with the requirements of SABS 144 for working pressures as required for each application, but not less than 1600 kPa working pressure.

**PF 3 AIR VALVES**

**PF 3.1 General**



The materials and workmanship employed in the manufacture of air valves shall be of a similar standard to that set out in SABS 664 for waterworks pattern gate valves and they shall be provided with individual test certificates for each valve from the manufacturer; all valves are to be inspected, and the hydraulic tests witnessed, by an Inspector to be appointed by the Engineer, and the tendered rates for the valves shall include for making arrangements for independent inspections. The Inspectors' fee and recoverable expenses will be for the account of the Employer, fees and expenses arising from abortive or repeat visits due to non-compliance with the specified requirements will be for the Contractor's account and will be deducted from amounts due to the Contractor.

### PF 3.2 Types of Air Valves

Air Valves shall be standard types (epoxy coated flanges; stainless steel sleeve, bolts, nuts, studs etc), of the double orifice type, and shall be equal or similar to the "Vent-O-Mat" (RBX series: 50 mm dia. valves: 050 RBXc2511; 80 mm valves: 080 RBXc1601) type in which a small orifice, manufactured from Grade 316 stainless steel and having a minimum orifice size of 2,0 mm diameter, shall be capable of releasing accumulations of air at all pressures throughout the specified working pressure range and shall be drop-tight at 0,5 Bar. The large orifice shall be suitable for admitting or expelling large quantities of air during emptying and filling of the pipeline. The opening of the valve (to atmosphere) shall be enclosed by a stainless-steel mesh which has been fixed into the valve body to prevent the entry of small insects or vermin into the valve.

All welding of stainless steel shall be carried out in workshops dedicated to the fabrication of stainless-steel products. Care shall be taken that the correct welding rods and approved welding procedures have been used for each application, and the Engineer shall have the right to request a certificate from the manufacturer in which the weld procedures used for the manufacture of valves supplied are stated.

All welds and weld beads, internal and external, shall be smoothed down by grinding and buffing. All stainless steel shall be pickled and passivated before the valve is assembled and tested.

### PF 3.3 Testing

Each air valve is to be subjected to the following tests at the factory:

- (a) First, fill the valve with water and apply the factory test pressure through the inlet of the valve. Under this condition there shall be no weeping from any part of the valve.
- (b) Second, drain the valve and refill the valve with water and apply the maximum working pressure through the inlet of the valve and maintain for at least five minutes. Under this condition there shall be no loss of water from the valve.
- (c) Third, gradually reduce the pressure applied under (b) above to atmospheric pressure, empty the valve and refill slowly expelling the air through the valve until it is full of water. Raise the pressure to the minimum working pressure, maintain that pressure for at least five minutes and again there shall be no loss of water from the valve.
- (d) Fourth, maintain the minimum working pressure applied in (c) above, isolate the water inlet and introduce small amounts of compressed air into the valve without lowering the pressure in the valve. The lower float shall drop away from the upper float when sufficient air has accumulated in the valve. As soon as the accumulated air in the valve has discharged through the small orifice, the valve shall again close to a watertight condition. This process shall be repeated for at least five different pressures which are equally spaced between the specified minimum and maximum operating pressures, and the valve shall close automatically when all the air has escaped without any dribbling and shall have a drop-tight shut-off.

**PF 3.4 Table of Particular Requirements for Air Valves**

<b>Scheduled Items</b>			
Nominal diameter (mm)	80	80	25/50
Class	40	25	16
Flange Size and Rating	SABS 1123 Table 4000	SABS 1123 Table 2500	SABS 1123 Table 1600
Flange Drilling	SABS 1123 Table 4000	SABS 1123 Table 2500	SABS 1123 Table 1600
Factory Test Pressure (metres head of water)	800	500	320
Field Test Pressure (metres head of water)	as for pipeline	as for pipeline	as for pipeline
Working Pressure (metres head of water) :			
(a) Maximum	400	250	160
(b) Minimum	10	10	10

**PF 4 PAINTING OF VALVES**

PF 4.1 The cleaning and painting of valves as specified hereunder is to be carried out at the factory prior to despatch to site.

PF 4.2 All cast iron surfaces of every valve shall be prepared for painting to a thoroughly clean condition free of all grease and deleterious matter. Steel surfaces shall be prepared in accordance with Swedish Standard SIS 05 5900 for a Sa 2.5 finish.

PF 4.3 Internal surfaces shall then be treated with two coats of Copon Hicote 151E or other approved non-toxic epoxy resin paint to give a total minimum dry film thickness of 160 micrometres; both coats being applied within 48 hours of commencement of painting.

PF 4.4 External surfaces shall, immediately after cleaning, be treated with one of the following alternative paint systems:

(a) System 1 - for valves situated in underground chambers or exposed conditions.

Apply three coats of an approved epoxy coal tar paint to give a minimum total dry film thickness of 240 micrometres; all three coats being applied within 72 hours of commencing the first coat.

(b) System 2 - for valves situated in pump stations etc.

Apply one coat of zinc chromate primer followed by one coat of undercoat tinted where necessary, and a final coat of best quality gloss enamel. The total dry film thickness of the system shall be not less than 200 micrometres.

PF 4.5 Non-ferrous metal or stainless-steel surfaces shall not be painted.

PF 4.6 After erection on site all valves shall be cleaned and the paint work refurbished where necessary to restore the condition to that at the time of leaving the factory.

**PF 5 PAYMENT**

The prices quoted for all valves are to include for independent factory testing of valves, which test will be witnessed by Inspectors appointed by the Engineer.

**PARTICULAR SPECIFICATION**

**PZ: ENVIRONMENTAL SPECIFICATION**

**EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL  
MANAGEMENT OF CONSTRUCTION PROJECTS**

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**PZ EMPLOYER'S ENVIRONMENTAL MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION PROJECTS**

**PZ1 INTRODUCTION**

**PZ1.1 SCOPE**

This specification is additional to the South African Bureau of Standards Standardised Specification for Civil Engineering Contracts and must be read in conjunction with the said specification.

This specification covers the principles, responsibilities and requirements generally applicable to implement effective environmental management during the execution of any construction contract. The aim of this specification is to ensure that construction activities are conducted in an environmentally and socially responsible manner.

**PZ1.2 INTERPRETATIONS**

This specification contains clauses that are generally applicable to the implementation of effective environmental management on construction contracts. Interpretations of, and variations to, this specification are set out in the project specification.

**PZ1.2.1 Supporting specifications:**

Reference is made to the SABS 1200 standards which are to be read in conjunction with this specification. All aspects of these SABS requirements which are relevant to environmental management during construction contracts will apply.

**PZ1.2.2 Principles**

The following principles should be considered at all times during construction phase activities:

- The Environment is considered to be composed of both biophysical and social components.
- Construction is a disruptive activity and all due consideration must be given to the environment, particularly the social environment, during the execution of a project to minimise the impact on affected parties.
- Minimisation of areas disturbed by construction activities will minimise many of the construction related environmental impacts of the project and reduce rehabilitation requirements and costs.
- As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes requirements relating to waste emissions (e.g. hazardous, airborne, liquid and solid), waste disposal practices, noise regulations, road traffic ordinance etc.
- All effort should be made to minimise, reclaim or recycle 'waste' material.

**PZ1.3 DEFINITIONS**

For the purpose of this specification, the definitions given in SABS 1200 shall apply.

Additional definitions which shall apply to this specification are as follows:

**Environmental Control Officer:** Either an Employer's staff member or an Environmental Consultant assigned to the project on a part or full-time basis. The Environmental Control Officer will be part of the Project staff and will advise the Engineer on all environmental

matters relating to the works, in terms of this specification and the project specification, if applicable.

**Environmental Officer:** Either an Employer's employee (e.g. Quality Assurance Inspector) or Consultant designated to monitor the implementation and compliance with the environmental specifications and environmental management plan on a daily basis.

**Cleared surface:** "surface vegetation" as referred to in SABS 1200 C 2.3 will be deemed to be any woody or herbaceous vegetation but exclude grasses, sedges, rushes and reeds. Clearing and grubbing shall for the purpose of this specification mean the removal of all woody and herbaceous vegetation including stumps, but excluding grass and groundcover vegetation.

**Engineer:** Is to read Engineer or Supervisor (in the case of the NEC contract), whichever is applicable to the Contract.

**Interested and Affected Parties (IAP):** All persons who may be affected by the project either directly or indirectly, or who have an interest or stake in the area to be affected by the project. IAPs include landowners, tribal or local authorities, public interest groups etc.

**Liquid Waste Stream:** Any reagent solutions, fuels, oils, greases, contaminated run-off, sewerage and wash water, etc.

**Open Trench:** Open trench will, for the purpose of this specification, be deemed to include: clearing and grubbing; stripping of topsoil; trenching; placing of bedding; pipe-laying; placing of selected fill; backfilling to ground level; removing excess material; construction of cross berms to channel water (if required); and replacement of topsoil to final finished level (refer to Figure 1: Appendix A).

**Progressive Reinstatement:** Reinstatement of disturbed areas to topsoil profile on an ongoing basis, immediately after selected construction activities (e.g. backfilling of a trench) are completed. This allows for passive rehabilitation (i.e. natural recolonisation by vegetation) to commence. See also 'Open Trench' and 'Rehabilitation'.

**Project Manager:** The person responsible for co-ordinating and integrating activities across multiple, functional lines.

**Rehabilitation:** Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (where possible) which it was before disruption. Rehabilitation for the purposes of this specification is aimed at post-reinstatement revegetation of a disturbed area and the insurance of a stable land surface. Revegetation should aim to accelerate the natural succession processes so that the plant community develops in the desired way, i.e. promote rapid vegetation establishment.

**Riparian vegetation:** Vegetation occurring on the banks of a river or stream (i.e. vegetation fringing a water body). In this specification, riparian vegetation in terms of removal, storage and replacement (see PZ3 17.1 and PZ3 17.2), is only applied to sedge, grass, groundcover, reed, bulrush, or herbaceous component of riparian vegetation and excludes the woody component.

**Sedges:** Grass-like plants growing in wetland/ marshy areas or adjacent to water.

**Subsoil:** Subsoil is the soil horizons between the topsoil horizon and the underlying parent rock. Subsoil often has more clay-like material than the topsoil. Subsoil is of less value to plants, in terms of nutrient (food) and oxygen supply, than topsoil. When subsoil is exposed it tends to erode fairly easily.

**Timeous:** At least 5 working days prior to an activity.

**Topsoil:** This is defined as the A horizon of the soil profile. Topsoil is the upper layer of soil from which plants obtain their nutrients for growth. It is often darker in colour, due to the organic (humic) fraction. Topsoil is deemed for the purposes of this specification as the layer of soil from the surface to the specified depth required for excavation (see PZ3 5.3, relevant SABS 1200 clause and project specification). Where topsoil is referred to, it is deemed to be both the soil and grass / ground cover fraction. (see 'Cleared Surface')

**Veld:** This is defined for the purpose of this specification as unimproved natural vegetation areas (e.g. grasslands).

**Water body:** Any open body of water including streams, dams, rivers, lakes, and the sea.

**Wetland:** A seasonally, temporally, or permanently wet area which also may exhibit a specific vegetation community. It is often marshy in character.

**Wetland Vegetation:** Vegetation which is indicative of a wetland environment - for example, sedges, rushes, reeds, hydrophilic grasses and groundcovers, but for the purposes of this specification excludes woody species.

**Xeriscaping:** Landscaping with vegetation which has a low water usage. The objective is to conserve as much water as possible, whilst still beautifying an area (i.e. conservation and aesthetics). Concept embraces utilising indigenous as opposed to exotic plants.

#### PZ1.4 ABBREVIATIONS

DWAF	: Department of Water Affairs and Forestry
ECO	: Environmental Control Officer
EMP	: Environmental Management Plan
EMPR	: Environmental Management Programme Report
EO	: Environmental Officer
IAPs	: Interested and Affected Parties
IEM	: Integrated Environmental Management
MSDS	: Material Safety Data Sheet
NEC	: New Engineer Contract or The Engineering and Construction Contract

Ⓜ : Indicates the project specification must be referred to, to clarify the clause.

#### PZ1.5 DRAWINGS

Drawings referred to in this specification are included in C4.4 Drawings of Section C4 Site Information.

#### PZ1.6 FORMS

Forms referred to in this specification are included in Part T2 or attached to this environmental specification.

#### PZ1.7 CONDITIONS OF CONTRACT

##### PZ1.7.1 Duties and Powers of the Project Manager

The Project Manager is ultimately responsible for ensuring compliance with the environmental specification and upholding the Employer's Environmental Policy on a project.

The Project Manager:

- arranges information meetings for or consults with IAPs about the impending construction activities;
- may on the recommendation of the Engineer and /or Environmental Officer order the

Contractor to suspend any or all works on site if the Contractor or his Subcontractor/ supplier fails to comply with the said specifications;

- maintains a register of complaints and queries by members of the public at the site office as per attached pro-forma. This register is forwarded to the Environmental Control Officer on a monthly basis.

#### **PZ1.7.2 Duties and Powers of the Engineer / Supervisor (NEC)**

The Engineer or Supervisor is responsible for:

- enforcing the environmental specification on site;
- monitoring compliance with the requirements of the specification;
- assessing the Contractor's environmental performance in consultation with the Environmental Officer from which a brief monthly statement of environmental performance is drawn up for record purposes;
- documenting, in conjunction with the Contractor, the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video record.

#### **PZ1.7.3 Duties and Powers of the Environmental Control Officer**

The Environmental Control Officer:

- briefs the Contractor about the requirements of the Environmental Specification and/ or Environmental Management Plan, as applicable;
- advises the Project Manager and Engineer/ Supervisor about the interpretation, implementation and enforcement of the Environmental Specification and other related environmental matters;
- attends site meetings, as necessary;
- monitors the Constructor's compliance with this specification and the project environmental specification as applicable;
- undertakes periodic audits of the effectiveness of the environmental specifications on the site;
- communicates environmental policy issues to the Project Manager;
- provides technical advice relating to environmental issues to the Engineer/ Supervisor and Project Manager;
- reports on the performance of the project, in terms of environmental compliance.

#### **PZ1.7.4 Duties and Powers of the Environmental Officer**

The Environmental Officer:

- attends site meetings;
- monitors the site for compliance with the Environmental Specification and EMP;
- reports on the performance of the project in terms of environmental compliance to the ECO and Project Manager as per the pro-forma attached;
- liaises with the ECO on matters of policy and those requiring clarity and advice.

#### **PZ1.8 Extent of the Contractor's Obligations**



The Contractor is required to:

- provide information on previous environmental management experience and company environmental policy;
- supply method statements for all activities requiring special attention as specified and/or requested by the Project Manager, Environmental (Control) Officer and/or Engineer during the duration of the Contract;
- be conversant with the requirements of this environmental specification and the project specification as applicable;
- brief his staff about the requirements of the environmental specification;
- comply with requirements of the Environmental (Control) Officer in terms of this specification and the project specification, as applicable, within the time period specified;
- ensure any sub-Contractors/ suppliers who are utilised within the context of the contract comply with the environmental requirements of the Employer, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf;
- bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors/ Suppliers contravene the said specifications such that the Engineer orders a suspension of work. The suspension will be enforced until such time as the offending party(ies), procedure, or equipment is corrected;
- bear the costs of any damages/ compensation resulting from non-adherence to the said specifications or written site instructions;
- comply with all applicable legislation in terms of 7.6 below;
- ensure that he informs the engineer timeously of any foreseeable activities which will require input from the Environmental (Control) Officer.

The Contractor will conduct all activities in a manner that minimises disturbance to directly affected residents and the public in general, and foreseeable impacts on the environment.

#### **PZ1.7.6 Compliance with Applicable Laws**

The supreme law of the land is "The Constitution of the Republic of South Africa", which states:

*"Every person shall have the right to an environment which is not detrimental to his or her health or wellbeing"*

Laws applicable to protection of the environment in terms of Environmental Management (and relating to construction activities) include but are not restricted to:

Animals Protection Act, Act No 71 of 1962  
Atmospheric Pollution Prevention Act, No 45 of 1965  
Conservation of Agricultural Resources Act, No 43 of 1983  
Environmental Conservation Act, No 73 of 1989  
Environmental Planning Act, Act No 88 of 1967  
Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947  
Forest Act, No 124 of 1984  
Forest and Veld Conservation Act, Act No 13 of 1941  
Hazardous Substances Act, No 15 of 1973  
Lake Areas Development Act No 34 of 1975  
Land Survey Act, No 9 of 1921  
Minerals Act, No 50 of 1991  
Mountain Catchment Act, No 63 of 1970  
National Monuments Act, No 28 of 1969  
National Parks Act, No 57 of 1976

National Resources Development Act, Act no 51 of 1947  
Occupational Health and Safety Act, No 85 of 1993  
Provincial and Local Government Ordinances and Bylaws  
Soil Conservation Act, Act No 76 of 1969  
Water Act, No 54 of 1956  
Water Services Act No 108 of 1997  
and all regulations framed thereunder and amendments there to.

#### **PZ1.7.7 Compliance with the Environmental Specification**

The Contractor is deemed not to have complied with the Environmental Specification if:

- within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of clauses;
- if environmental damage ensues due to negligence;
- the Contractor fails to comply with corrective or other instructions issued by the Project Manager or Engineer within a specified time,
- the Contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless stated otherwise in the project specification, the penalties imposed per incident or violation will be:

Failure to demarcate working servitudes	R1000
Working outside of the demarcated servitude	R2000
Failure to strip topsoil with intact vegetation	R1000
Failure to stockpile topsoil correctly	R500
Failure to stockpile materials in designated areas	R500
Pollution of water bodies (including increased suspended solid loads)	R1000
Failure to control stormwater runoff	R1000
Failure to provide adequate sanitation	R500
Unauthorised removal of woody vegetation	R2000
Failure to erect temporary fences	R500
Failure to provide adequate waste disposal facilities and services	R500
Failure to reinstate disturbed areas within the specified time-frame	R3000
Failure to rehabilitate disturbed areas within the specified time-frame	R3000
Any other contravention of the project specific specification	R400
Any other contravention of the particular (general) environmental specification	R300

#### **PZ2 SITE ESTABLISHMENT AND HOUSEKEEPING**

##### **PZ2.1 LAYOUT**

The Contractor will take into account any of the limitations identified in the project specification with regard to establishment of site, in particular the location of access routes, and establishment layout.

Notwithstanding the provision of a project specification, the Contractor will provide the Project Manager and Environmental Control Officer with a layout design of the site indicating the position of all of the following, as applicable: offices, ablution facilities, storage areas, workshops, laboratories, batching plant, particulate matter stockpile area (i.e. soil/ granular chemicals/ cement fines etc), waste disposal facilities, hazardous substances storage area, access routes, etc. This layout plan is to be submitted prior to site establishment for acceptance. Any changes to this plan require review by the Project Manager in conjunction with the ECO.

The Contractor will take into account prevailing wind directions when designing the site layout to minimise impacts due to dust, unpleasant odours etc.

The Contractor will take into account the positions of residences when designing the site layout in order to minimise noise impacts on the residents.

Site security lighting is to be positioned such that the direct beam is focused away from residential properties and does not pose a nuisance or danger to road users.

No site establishment will be allowed within 100 m of a water body or drainage channel or on a flood plain unless approved by the Environmental (Control) Officer or specified in the project specification.

## **PZ2.2 SITE CLEARANCE**

No trees or shrubs may be removed without the prior permission of the Environmental Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

Topsoil is to be stripped from all areas where permanent or temporary structures and access roads are to be constructed. Topsoil conservation is to be in terms of clause PZ3 5.3 of this document.

## **PZ2.3 SERVICES**

### **PZ2.3.1 Sanitation**

Portable chemical toilets are to be utilised at site unless a connection to sewer is possible or a proper septic tank system is installed. In the case of the septic tank, the installation will require the relevant approvals from the local authority and will require removal upon completion of the contract, unless otherwise directed.

Sanitation facilities will be located within 100 m from any point of work, but not closer than 50 m to a water body.

### **PZ2.3.2 Solid Waste Facilities**

Facilities for solid waste collection are to be provided. These are to be at least a 200 l drum and clearly identified as the point for waste disposal.

Waste is to be separated into paper, glass and metal with separate collection points for each. The Contractor will ensure that the appropriate recycling Contractors receive this waste.

The Contractor is to institute a daily litter collection programme. The collected waste is to be disposed of regularly and proportionately to its generation at a site designated for waste disposal.

No burning will be permitted on any site unless by approved incineration methods and in a low risk fire area. In the case of incineration, ash is to be co-disposed with spoil in a designated spoil dump.

No burying of waste will be allowed on any site.

**PZ2.3.3 Cooking and Heating Facilities**

No open fires will be allowed anywhere on site.

Contained fires (i.e. in a fire drum) will be allowed for heating and cooking only in designated areas, in other cases cooking is restricted to gas or electrical equipment.

**PZ2.4 FUELS, HAZARDOUS SUBSTANCES AND OTHER LIQUID POLLUTANTS**

**PZ2.4.1 Storage and handling**

All potentially hazardous raw and waste materials are to be handled by trained staff and stored on site in accordance with manufacturer's instructions and relevant legal requirements. The product MSDS is to be lodged with the Engineer.

Storage and handling areas for fuels, lubricants, chemicals and other hazardous substances are to be paved with concrete to prevent accidental contamination of the soil. Alternatively, an impermeable liner may be placed beneath above-ground storage tanks. The integrity of the liner is to remain intact for the duration of the contract, until removal.

Open storage vessels, for example shutter lubricant drums, are to be stored under cover to prevent 'splash' contamination.

All storage areas are to be bunded (with at least sandbags) and have a peripheral collection drain, with oil interceptors (if required).

The bunded area is to be sufficiently large to contain a spillage equivalent to the volume of one container of the substances stored.

All products to be dispensed from 200 litre drums will be done so with appropriate equipment, and not dispensed by tipping of the drum.

Daily checks are to be conducted on the dispensing mechanism of above-ground storage tanks to ensure the timeous identification of faults.

Collection containers (e.g. drip trays) are to be placed under all dispensing mechanisms of hydrocarbon or hazardous liquid substances to ensure contamination from leaks and dispensing is contained.

The dispensing mechanism of diesel and petrol storage tanks is to be stored in a container when not in use.

**PZ2.4.2 Control of pollutants**

A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching area, vehicle maintenance area, workshops, chemical and fuel stores, etc if applicable.

Contaminated runoff and wastewater is to be directed into a collection system (e.g. sump, attenuation dam, PVC porta-ponds etc.) for treatment or collection and disposal. The final collection point (e.g. sump) is to be PVC lined.

Collected contaminated runoff/ wastewater is to be pumped out of the final collection point and disposed of at an appropriate landfill site. Sump liners are to be treated in the same manner.

The treated wastewater, effluent and contaminated runoff may require analysis prior to discharge as detailed in the project specification or instructed by the Environmental Officer.

Details regarding proposed methods for treatment of pollutants are to be submitted to the Environmental (Control) Officer for acceptance upon award of the Contract.

Any spillages, irrespective of their size, are to be contained and cleaned up immediately. The Pollution Control section may provide technical assistance for clean-up, if required. No spills may be hosed down into a stormwater drain or sewer.

Use of specialised clean-up techniques and/ or products may be required depending on the spill. This will be instructed by the Environmental Control Officer. These will be to the Contractor's cost.

## **PZ2.5 GENERAL**

Site staff are not permitted to use any open water body or other natural water source (e.g. springs) for purposes of bathing, or the washing of clothes, machinery or vehicles. Nor draw water from a spring without the permission of the community utilising that spring.

## **PZ2.6 MEASUREMENT AND PAYMENT**

Measurement and payment for compliance with clauses PZ2.1 to 5 of the specification are deemed to be fully included in the Contractor's rates for fixed and time related Preliminary and General Items scheduled under SABS 1200 A or AA.

## **PZ3 CONSTRUCTION**

### **PZ3.1 CONSTRUCTION METHODS AND PROGRAMME**

#### **PZ3.1.1 Construction Method**

The Contractor will provide method statements for construction activities (14 working days prior to the activity commencing) relating to the following environments and those listed in the project environmental specification, unless methods have been prescribed in this or the project environmental specification:

- rivers, streams, or any other open water body;
- wetlands;
- access roads (see PZ3.13 below);
- steep slopes (i.e. steeper than 1:4) or less if friable material is present;
- indigenous bush/ forest;
- close proximity (i.e. 50 m or less) to a residential dwelling;
- drilling and/or blasting of rock.

If a construction method employed by the Contractor is not environmentally acceptable to the Employer, the Contractor may be instructed to cease the utilisation of that method in favour of a more environmentally acceptable one, proposed either by himself or the Employer.

#### **PZ3.1.2 Construction Programme**

The Contractor will programme construction so as to minimise the impact on the environment and provide this programme to the Environmental Control Officer for perusal and acceptance at the onset of the contract period. The Environmental Control Officer is to be made aware of any amendments to the construction programme or alterations to the scope of work in order that their impacts on the environment can be assessed.

The Contractor (through the Project Manager) will ensure that all affected landowners/ authorities are advised of the proposed programme at the beginning of the contract period.

### **PZ3.2 AREAS OCCUPIED / DEMARCATION OF SITE**

Routes for temporary access and haul roads are to be located within the approved demarcated areas and vehicle movement is to be confined to these roads. Movement of vehicles outside the designated working areas is not permitted without authorisation from the Engineer.

All construction activities are restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials including spoil are stockpiled at designated areas.

Any areas disturbed outside of the demarcated areas or without permission of the Environmental (Control) Officer or Engineer will be subject to reinstatement and rehabilitation (as per PZ4 below) to the Contractor's cost.

In terms of pipeline projects, a general maximum working servitude width of 15 m will apply for machine excavation unless otherwise indicated in the project specification. A maximum width of 6 m will apply for manual excavation. These maximum working servitude widths may vary depending on the sensitivity of the environment, as detailed in the project specification.

In sensitive biophysical environments, for example wetlands, Indigenous forest / bush, pristine natural grasslands, and sensitive social environments, as defined in the project specification or by the Environmental Control Officer, the working servitude is reduced as indicated in the project specification.

The working servitude shall contain all construction related activities, including, stockpiling of materials, placing of toilets, vehicle movement areas, etc.

Demarcation of linear projects (executed with machine excavation) and features (e.g. pipelines, access roads, etc.) will be by means of wooden stakes. These stakes will be at least 1 m high, painted white and placed at least every 15 m, on either side of the linear feature, in all areas where works are occurring. Progressive movement of stakes is required as linear projects progress.

In the case of a fenced site, the boundary fences will be denoted as the outermost limit of the site, but internal areas may be demarcated with stakes as above. The site boundaries of non-fenced, but 'contained' projects are to be delineated using stakes or temporary fencing, depending on the hazard which that site poses.

### **PZ3.3 SUPPLY OF WORKS FACILITIES**

No water may be abstracted from water bodies for the purposes of construction, without approval of the Engineer in consultation with the Environmental Control Officer.

### **PZ3.4 CLEANLINESS**

SABS 1200 AD, clause 5.2.4, second sentence, is to read: "No rubbish or debris shall be deposited below the full supply level (FSL)."

### **PZ3.5 SITE CLEARANCE**

#### **PZ3.5.1 Clearance**

Spoil sites will require clearing and grubbing in addition to those areas in terms of SABS 1200 C 5.1.

The site shall only be cleared immediately prior to construction activities commencing i.e. at the last practicable stage.

No trees or indigenous shrubs may be removed without the prior permission of the Environmental (Control) Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

#### **PZ3.5.2 Disposal of materials**

Material obtained from clearing and grubbing operations shall be disposed of at appropriate municipal disposal facilities. They are not to be disposed of as per Paragraph 1 of Sub-clause 3.1 of SABS 1200 C.

Wood obtained from clearing and grubbing operation remains the property of the landowner/ community and must be stacked at sites designated by relevant person. The Contractor will be required to remove and dispose of any wood from site at a designated site for vegetation disposal, should the landowner/ community not require it.

All tree trunks and branches of diameter greater than 50mm are to be cut into lengths not exceeding 2400mm.

Brush wood (i.e. < 50mm diameter) is to be disposed of, or utilised as specified in the project specification or upon instruction of the Engineer.

#### **PZ3.5.3 Conservation of topsoil**

The Contractor is required to strip topsoil (as defined in this specification) together with grass, groundcover and sedges from all areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. The depth to which topsoil will be stripped shall be 200mm unless stated otherwise in the project specification.

Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.

Topsoil is to be replaced along the contour.

Topsoil is to be replaced by direct return (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods. This is feasible for progressive construction (e.g. pipelines), but not necessarily so for reservoirs, site establishments, dams, etc.

Topsoil stockpiles are not to exceed 2 m in height.

Topsoil stockpiles are to be maintained in a weed free condition (i.e. no 'broad-leafed' plants regarded as weeds in terms of the Conservation of Agricultural Resources Act No 43 of 1989, or those plants regarded as a 'general nuisance in the area' are to be growing on the stockpiles). The Environmental Control Officer will provide guidance as to which plants are weeds and require removal.

The stockpiles are not to be contaminated with sub-soil, or any other waste material.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil which is to be stockpiled for periods exceeding 4 months is to be vegetated. In summer a mixture of Eragrostis tef (Teff) and Eragrostis curvula (Weeping Lovegrass) (ratio 1:2) is to be applied at an application rate of 6 kg/ha, unless otherwise instructed in the project specification.

In winter, a mixture of *Lolium multiflorum* (Annual/Italian Rye grass) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:1) is to be applied at an application rate of 6kg/ha (see PZ4 5.3 for sowing times), unless otherwise instructed in the project specification. Fertiliser is to be applied as per PZ4 5.2.

#### **PZ3.5.4 Cutting of trees**

Any tree branches which require removal are to be properly pruned and sealant applied to the cut surface, if required.

The Contractor's attention is drawn to Sub-clause 5.2.3.3 of SABS 1200 C with respect to work in indigenous forests.

Any Indigenous trees or bush which require removal in terms of the project, and which have not been identified in the project specification or EMP, are to be timeously indicated to the Environmental Officer prior to work affecting them.

#### **PZ3.5.5 Landscape Preservation and Conservation of Flora**

Notwithstanding Clause 5.7 of SABS 1200 C, the Contractor will be required to transplant designated plants to alternative locations as specified in the project specification or identified by the Environmental Control Officer, upon the instruction of the Engineer.

Transplanting shall be undertaken by employing the following method:

##### Removal

- Mark the orientation of the tree/shrub (for example, the north-facing side of the trunk indicated by a small arrow made with indelible ink) on the trunk. Do not scratch a mark on the surface of the trunk;
- Delineate a circle from the trunk with a radius equivalent to the drip-line of the tree, or as indicated by the Environmental Control Officer on site;
- Excavate the tree with an intact rootball.

##### Replanting

- A hole 500mm larger in diameter than the anticipated rootball must be prepared in advance of the tree removal in order that the tree can be replanted immediately;
- The tree must be positioned as per its original orientation;
- A planting method known as 'puddling' must be employed. This method involves the addition of soil and water simultaneously to expel air from the planting hole. Place the tree in its new hole, making sure the top surface of the rootball is level with the ground level. Place a hose pipe in the hole and leave it running whilst extra soil is added around the rootball;
- 'Compact' the tree in the hole and attach tree stays for stabilisation.

Compensatory planting of species may be required should transplantation not be feasible, as indicated in the project specification or upon instruction of the Engineer.

#### **PZ3.6 EARTHWORKS**

##### **PSZ3.6.1 Backfill material**

With reference to SABS 1200 DB sub-clause 3.5, no material stripped or excavated which is classed, in terms of this specification, as topsoil, may be used as backfill in any excavation.

##### **PZ3.6.2 Excavation and backfilling**



During excavation 'conservation of topsoil', as specified in PZ3 5.3 above will apply.

Excavated material is to be stockpiled along a pipeline trench within the working servitude, unless otherwise authorised.

Surplus excavated soft, intermediate and hard rock material shall not be disposed of along the pipeline trench as indicated in SABS 1200 DB sub-clause 5.6.3 and 5.6.4, but shall be removed to a spoil site (see PZ3.15 below) designated during the project if applicable, or agreed by the Engineer in conjunction with the Environmental Control Officer and Project Manager.

In certain cases, for example to help stabilise the disturbed area or to reinstate the natural aesthetics of an area, excess excavated intermediate and hard material may be disposed of in a designated manner along a pipeline trench, as indicated by the Environmental Control Officer and Project Manager, or in the project specification. In this case, rock material shall not exceed 250mm in maximum dimension (see PZ4 2.1).

In terms of SABS 1200 DB 5.6.5 and SABS 1200 LB 3.4.2, deficiency of backfill material shall not be made up by excavation within the free haul distance of 0.5km of site, without the prior approval of the Engineer of the source of the material. Where backfill material is deficient, it should ideally be made up by importation from an approved borrow pit (i.e. one which operates within the ambient of an EMPR.) (See also PZ3 14 below).

The Contractor will backfill in accordance with the requirements of progressive reinstatement.

The maximum length of open trench shall be specified in the project specification.

**PZ3.7 SAFETY**

All works which may pose a hazard to humans and animals are to be adequately protected and appropriate warning signs erected. The Contractor's attention is drawn to SABS 1200 D section 5.1 in this regard.

With reference to SABS 1200 D 5.1.1.3, where blasting is required in terms of the project, the Contractor will ensure that all structures in the vicinity that could be affected by the activity will be inspected and their condition photographically recorded (as necessary), prior to blasting.

Notice of intent to blast is to be provided to landowners timeously.  
Speed limits, appropriate to the vehicle driven, are to be observed at all times on access roads. Operators and drivers are to ensure that they limit their potential to endanger humans and animals at all times, by observing strict safety precautions.

**PZ3.8 PLANT**

**PZ3.8.1 Silencing of plant**

With reference to SABS 1200 A amend: "built up areas": to read as "all areas within audible distance of residents (albeit urban, peri-urban or rural areas)."

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

Silencer units on equipment and vehicles are to be maintained in good working order.

Construction activities are to be confined to normal working hours (07h30 - 17h00) Mondays to Saturdays, except for the activities designated to be carried out at night.

**PZ3.8.2 Appropriate use of plant**

The Contractor will at all times use plant which is appropriate to the task in order to minimise the extent of damage to the environment.

**PZ3.9 DEALING WITH WATER ON WORKS**

**PZ3.9.1 Disinfection of Potable Water Infrastructure**

Disinfection water is to be neutralised before release of this water to the environment.

**PZ3.9.2 Discharge of water from site**

Any water which is discharged from site is to comply with the relevant Water Quality Guidelines Implemented by DWAF.

Water discharged to the stormwater / sewer system may only be done so with the permission of the relevant local authority.

**PZ3.10 CONTROL OF EROSION**

Surface erosion protection measures will be required to prevent erosion where slopes are steeper than 1:8 on all soil types.

Erosion protection measures required may include all or some of the below, as specified in the project specification or upon instruction of the Engineer in conjunction with the Environmental (Control) Officer:

- use of groundcover or grass
- construction of cut off berms (earth and/or rockpack) - these are to be angled across the contour and normally would approximate an angle of 30° from the bisector of the contour.
- placing of brush wood on bare surface;
- pegging of wattle trunks or branches along the contour;
- hard landscaping, e.g. use of Loffelstein walls, ground anchors, gabions etc.

Scour chambers are to be fitted with energy dissipaters, or the jet of water directed onto a protected (i.e. grouted stone pitching/ rock pack/ reno mattress) area to dissipate water velocity and to control and prevent erosion.

Storm water drainage measures might be required on site to control runoff and prevent erosion.

**PZ3.11 CONTROL OF POLLUTION**

No waste in a solid, liquid or gaseous state shall be emitted from or spilled on the site without the approval of the Engineer.

No mixed concrete shall be deposited directly onto the ground prior to placing. A board or other suitable platform is to be provided onto which the mixed concrete can be deposited whilst it awaits placing.

Excess concrete from mixing shall be deposited in a designated area awaiting removal to an approved landfill site.

The Contractor will contain wash water from cement mixing operations, by directing the water into a sump for collection. The material contained in the sump will be removed to an appropriate landfill site.

No concrete rubble shall be present at the site.

Liquid wastes will not be disposed of to storm water drains. They may be disposed of to sewer only if permitted by (local council) legislation.

In the event of pollution of a water body (including sediment loading), the Contractor will provide alternative water supply to users of that water body until the quality of the water body is restored to its previous unpolluted state. For the sake of this clause, pollution is deemed to be a state which is substandard to the normal quality of the water body, but is not necessarily in contravention of the South African Water Quality guideline standards for a prescribed activity.

Any ancillary damages resulting from pollution of a water body will be repaired / remediated at the Contractor's cost.

Where, due to construction requirements, pollution of a water body may potentially occur, the Contractor is to ensure adequate measures (e.g. attenuation/ settlement dams / oil absorbent products) are in place to prevent pollution. A method statement is to be provided to this effect (see PZ3 1).

### **PZ3.12 CONTROL OF FIRE**

The Contractor will ensure he has the necessary fire fighting equipment on site in terms of SABS 1200. This will include at least rubber beaters when working in 'veld' areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken, irrespective of the site.

### **PZ3.13 USE AND MAINTENANCE OF ACCESS FACILITIES**

#### **PZ3.13.1 Responsibility**

The Project Manager [not the Contractor (SABS 1200 AD 5.3.1)] will be responsible for obtaining permission for temporary and permanent rights of way over all private property affected by project activities.

The Project Manager will ensure that the Contractor has kept a photographic record of all access facilities and that these are reinstated to a state not worse than upon commencement of the project and to the satisfaction of the landowner (notwithstanding that the project's objective is not to upgrade landowners' access roads).

#### **PZ3.13.2 Fencing**

Temporary fencing is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays.

All temporary fencing as indicated by the Engineer is removed on completion of the contract.

#### **PZ3.13.3 New Access Roads**

Any construction roads created for execution of the project are to be designed to incorporate adequate drainage and water attenuation structures.

Any access roads which incorporate 'cut and fill' aspects and/or which are to be surfaced during construction are to be authorised by the Environmental Control Officer and Project Manager. Prior to construction of the road, the Contractor will be required to provide a sketch plan of the road layout (referenced to local topographic, natural and man-made structures). Slope steepness, road width, drainage structures and their frequency will need to be documented and accompany the sketch layout.

Construction access roads may not be wider than that necessary (maximum width 4 m) for movement of vehicles in one direction only. Should two way traffic be required, points people are to control vehicle movement on the 'single lane' road or passing bays are to be used where specified in the project specification or as identified by the Engineer in conjunction with the Environmental Control Officer, unless otherwise stated in the project specification.

The cut and fill slopes of permanent roads will require grassing, as specified in the project specification or by the Environmental Control Officer, to increase stability and reduce aesthetic impacts. Hard landscaping may be required as per the project specification.

Temporary construction roads will require rehabilitation on completion of construction activities for which they were required. These roads will require rehabilitation as per PZ4 4 or as specified in the project specification. In the case of access 'tracks', only ripping to loosen compaction will be required unless otherwise stated by the Environmental Control Officer or project specification.

Access roads created by the project may only remain unrehabilitated on written request of the landowner, with his acceptance of the state of the road and a clause that the landowner accepts all responsibility for the road and its state.

#### **PZ3.13.4 Maintenance of Existing Access Roads**

The Contractor will record, photographically, the state of existing roads which are to be used for access, prior to plant utilising these roads.

During the contract period, the Contractor will ensure that all existing water attenuation and drainage structures are maintained in a state in which they can optimally perform their function.

Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state not worse than prior to construction commencing.

#### **PZ3.14 BORROW PITS**

Where the Contractor is required to import material this shall be from commercial sources or borrow areas specified in the project specification.

The Contractor may source material from alternative borrow pits provided: the site location; method of winning material and reinstatement and rehabilitation are environmentally acceptable and approved by the Environmental Control Officer.

In this regard, the Contractor shall give the Environmental Control Officer in writing, 30 days prior to opening up alternative borrow pits the following information for acceptance:

- quantities of borrow material required;
- method statement for excavation of material including depth and extent of excavation;
- anticipated 'active life' of the borrow area;
- proposal for reinstatement and rehabilitation of borrow area, including final profile;
- written approval from the landowner/ relevant authority that material may be removed from their land subject to their stated conditions, requirements, and royalties, and if the proposal is acceptable to the Environmental Control Officer.

Development and rehabilitation of borrow pit areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PZ3.5.3 of this specification;

- Removal (to nominal depth of 500mm) and stockpiling of sub-soil;
- Infill of borrow pit with spoil material;
- Contouring of borrow pit to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;
- Grassing of topsoil in terms of clause PZ4.4 of this specification.

The Contractor is to familiarise himself with the requirements of the Minerals Act No 50 of 1991 in terms of borrow pit development, and the requirements of the EMPR, as applicable.

### **PZ3.15 SPOIL SITES**

Where the Contractor is required to spoil material, spoil sites must be identified which are environmentally acceptable and approved by the ECO, unless spoil site areas have been identified in the project specification, in which case these will be the designated spoil sites.

If no spoil sites have been previously identified together with reinstatement and rehabilitation criteria, the Contractor is to provide the following information to the ECO at least 30 days prior to requiring sites to spoil material:

- the location, description of and access to alternative sites identified in order that they may be assessed;
- the quantity of material to be spoiled;
- the type of material to be spoiled (i.e. blast rock/ excavated rock/ soft shale/ subsoil etc.);
- the proposed method of spoiling;
- the proposed reinstatement and rehabilitation plan including final profile;
- written approval from the landowner/ relevant authority that material may be spoilt on land subject to their stated conditions and requirements and if the proposal is acceptable to the ECO.

Development and rehabilitation of spoil areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PZ3 5.3 of this specification;
- Removal (to nominal depth of 500mm) and stockpiling of sub-soil;
- Placement of spoil material;
- Contouring of spoil site to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;

Grassing of topsoil in terms of clause PZ4 4 of this specification.

### **PZ3.16 NUISANCE**

#### **PZ3.16.1 Dust**

At all times the Contractor shall control dust on the site, access roads, borrow pits and spoil dumps with water, chemical soil stabilisers or temporary surfacing as specified in the project specification or upon instruction of the Engineer.

Dust control shall be sufficient so as not to have significant impacts in terms of the biophysical and social environments. These impacts include visual pollution, decreased safety due to reduced visibility, health aspects, and ecological impacts due to dust particle accumulation.

On gravel or earth roads, vehicle speeds may not exceed 30km per hour.

**PZ3.16.2 Noise**

The operational layout of the construction site is to be designed to control and reduce noise from source (see clause PZ2 1).

Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and /or vehicles will be banned from use on site until they have been repaired.

Construction activities generating output levels of 85 dB(A) or more (excessively noisy), in residential areas, are to be confined to working hours (08h00 - 17h00) Mondays to Fridays only.

'Normal' or 'noisy' working hours may only be extended with the prior written approval of the Project Manager, who has been notified, at least 7 days in advance, of the impending work requiring extension.

The Project Manager will ensure that the neighbours are timeously forewarned of imminent noisy activities.

Should community complaints be received with regard to noise generation, the Contractor will, at the discretion of the Project Manager and Environmental Control Officer, provide an independent and registered noise monitor to undertake a survey of noise output levels from site, and implement measures to reduce noise to legislated levels.

**PZ3.16.3 Visual**

All site establishment components, as well as equipment, will be positioned to limit visual intrusion to neighbours (see clause PZ2 1 above).

The type and colour of roofing and cladding materials are to be selected to reduce reflection.

Security lighting (both temporary and permanent) and lighting required for specific works activities must be placed such that it is not a nuisance to residents and the general public.

**PZ3.16.4 Interference with neighbours and public**

No construction staff may approach site neighbours, for whatever reason, without the knowledge and permission of the Project Manager.

Complaints from neighbours and public with regard to interference from contract staff will be regarded in a serious light, and the offender(s) may be subject to disciplinary action.

**PZ3.16.5 Disruption of Services**

Disruption of services, e.g. road access, water and electricity, must be kept to a minimum at all times.

Where service disruption is unavoidable, the Contractor is to advise the Project Manager (at least 7 days in advance), who in turn will timeously warn the affected parties.

**PZ3.17 SPECIAL ENVIRONMENTS**

**PZ3.17.1 Wetlands**

Pipeline trenches which traverse wetlands shall be constructed as specified in the project specification. The Contractor will submit a method statement for work in wetland areas as per PZ3 1.1

Construction may not permanently alter the surface or subsurface flow of water through the wetland.

The Contractor shall submit a method statement for review at least 14 days prior to commencing construction in a wetland.

The Contractor will remove all wetland vegetation with their root ball intact. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

No construction materials may be stockpiled in any wetland areas.

The pre-construction profile of the wetland shall be returned to one similar as before construction, with no created "ridge or channel" features present.

**PZ3.17.2 River/ stream courses**

The Contractor shall submit a method statement for review 14 days prior to commencing construction. The method statement should highlight (but not be confined to) the following issues:

- detailed plan of crossing including pipe protection works;
- how water flow will be diverted during construction (if applicable);
- containment of contaminated runoff and wastewater;
- width of working servitude (if not already detailed in project specification);
- final expected profile of river/ stream banks;
- reinstatement and rehabilitation of river/ stream banks.

The Contractor will remove herbaceous riparian vegetation as indicated in the project specification or by the Environmental Control Officer, with their root ball intact. This vegetation is to be kept moist by means of placing it in the shade, covered with moistened hessian cloth until it is replanted.

The Contractor shall not modify the banks or bed of a water course unless as specified in the project specification.

Rocks for use in gabion baskets/reno mattresses may not be obtained from a water course.

The Contractor will not pollute any water body as a result of construction activities (see also PZ3 11).

The Contractor shall not cause any physical damage to any aspects of a water course, other than those necessary to complete the works as specified and in accordance with the accepted method statement

Where a stream or river-crossing requires the diversion of water, a method statement is to be provided to the Environmental Control Officer in this regard for review.

## **PZ4 REINSTATEMENT AND REHABILITATION**

Scope: The intention of this section is to ensure that the condition of the areas disturbed by the project are returned to a state that approximates what they were before the project or better, within reason. The concept of progressive reinstatement is fundamental to cost effective (both financial and environmental) rehabilitation of a site. This concept must be followed at all times. Where landscaping is utilised, the concept is to utilise and restore indigenous plants to the site, in terms of the concept of xeriscaping.

Reinstatement will be required for all areas disturbed by the project. For pipeline projects, this will include the full working servitude, not just the top of actual excavation as per SABS 1200 DB (subclause 5.9.1.1)

Reinstatement and rehabilitation will ensure that all areas disturbed by the project are returned, within reason, to a state not worse than before the project commenced.

The Contractor will reinstate and rehabilitate all disturbed areas outside of the demarcated working area (as defined in terms of clause PZ3 2 or the project specification) at his own cost and to the satisfaction of the Environmental Control Officer and Project Manager.

### **PZ4.1 HOUSEKEEPING**

All areas are to be cleared of rubble associated with construction. This includes the removal of surplus materials, excavation and disposal of consolidated waste concrete and concrete wash water, litter, etc.

All soil contaminated by hydrocarbons, for example from leaking machines, refuelling spills etc., is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.

### **PZ4.2 FINISHING**

#### **PZ4.2.1 Final Grading**

Final levels of all disturbed areas are, where feasible in terms of the project requirement, to be consistent with the natural topography of the area.

In certain instances, it will be acceptable to reinstate rock onto a works area (e.g. pipeline servitude), provided that that rock does not exceed 250mm in maximum dimension and is placed in a manner consistent with the natural surrounds as indicated by the Environmental Control Officer and Project Manager.

All drainage lines affected by construction are to be reinstated to approximate their original profile. Where this is not feasible due to technical constraints, the profile is to be agreed upon by the Environmental Control Officer and Project Manager.

All compacted (disturbed) areas (including stockpile areas) are to be ripped (along contour) to a depth of 150mm prior to the replacement of topsoil.

#### **PZ4.2.2 Top soiling**

Topsoil is to be replaced to a minimum depth of 100mm.



Topsoil is not to be compacted, but once replaced is to be scarified (to a depth of 50mm) consistent with the natural contour.

If insufficient topsoil is available, subsoil or similar material may be used that may be a suitable substrate after addition of soil improving substances e.g. compost, pH rectifiers (lime or gypsum) etc. Soil testing may be required at an approved facility.

### **PZ4.3 REINSTATEMENT OF WATER COURSES AND WETLAND AREAS**

The Contractor will ensure that water course banks are returned to their original profile unless the project specification states otherwise.

The surface reinstatement of wetland areas is to ensure that no depressions remain which could act as channels for preferential water flow thereby affecting the hydrological regime of the wetland.

The Contractor will preserve all riparian and wetland vegetation for use in rehabilitation of those environments. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

Plants are to be, as nearly as possible, replanted in areas from which they were removed.

### **PZ4.4 VEGETATION RE-ESTABLISHMENT**

The Contractor will ensure that all areas disturbed by contract activities are revegetated to the specified standard.

This standard is deemed to be an 85 % cover with no areas in excess of 0.04 m<sup>2</sup> / m<sup>2</sup> remaining unvegetated.

Revegetation shall match the vegetation type which previously existed (e.g. kikuyu pastures are to be returned to kikuyu pasture; 'veld' grass to 'veld' grass, etc.), unless stated otherwise in the project specification.

Prior to re-grassing, and if required:

- the area is to be scarified or ripped (along contour) to a depth of 50mm to loosen compaction.
- weeds present on site are to be removed.

Re-grassing, where required, will be either by means of seeding, instant turf (sods), sprigs or plugs as specified in the project specification or as specified by the ECO.

Where sprigs or plugs are utilised, they are to be planted at 200mm centres. The fertiliser shall be applied as per PZ4 5.2. During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. During winter 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Where instant turf is utilised, it shall be laid as specified in the project specification. The fertiliser shall be applied as per PZ4 5.2. During summer, 25mm of irrigation shall be applied each week until all the turf is visibly growing. During winter 15mm of irrigation shall be applied each week until all the turf is visibly growing. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Grassing shall be undertaken by a specialist grassing Sub-Contractor, unless permission is granted otherwise by the Engineer upon receipt of a written motivation from the Contractor.

The Contractor shall state in writing when the regrassing operation will commence and its expected duration (dates).

Grassing in 'veld' areas is to be undertaken as per PZ4 5 below. *Cynodon dactylon* species may be excluded or substituted from this mixture at the discretion of the Environmental Control Officer, or as specified in the project specification. The seed bulk may be made up with the *Eragrostis tef*.

## **PZ4.5 "VELD GRASS" GRASSING SPECIFICATION**

The area to be grassed should be estimated and converted to hectares, e.g. 100m X 100m = 10 000m<sup>2</sup> = 1ha. All fertilizer and seeding rates used in this specification are with respect to hectares.

### **PZ4.5.1 Regional areas**

For re-grassing three distinctive areas exist. These are defined as:

- the Coastal area (a narrow band running from the coast to ≈15km inland of the coast)
- the Coastal hinterland (a broad band (≈50km wide), generally defined as westwards of the coastal belt, and below 800m a.s.l.)
- the area above ≈ 800m a.s.l. (also called Midlands area).

### **PZ4.5.2 Fertiliser**

Standard 2:3:2 (N:P:K) fertiliser shall be used on all sites.

The rate of application will be:

- 200 kg/ha in the Coastal Hinterland areas, and
- 300 kg/ha in the Midlands and Coastal areas.

### **PZ4.5.3 Planting times**

Summer (includes Spring) is considered to be between the 1 September and 28 (29) February.

Winter (includes Autumn) is considered to be between 1 March and 31 August.

Re-grassing will be undertaken (as far as possible) in summer as germination and establishment of grasses is most effective, assuming reasonable spring rains.

Vegetation re-establishment is likely in many cases to be held off until this suitable growing season.

Hydroseeding with a winter mix will only be specified where regrassing is urgently required and cannot wait until the summer season. In this case irrigation will be required as per PZ4 5.4 below.

### **PZ4.5.4 Establishment and maintenance**

During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

During winter (where annual rye grass is specified) 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

If rapid establishment is required, additional watering may be necessary as specified in the project specification

The amount of irrigation to be applied will make up the difference between rainfall recorded on site and the minimum requirement.

**PZ4.5.5 Grass Seed Selection and Application Rates**

The specific seed selection and application rates for each of the defined areas are covered separately, as follows.

**PZ4.5.5.1 Coastal area****Summer mix (1 September - 28 February)**

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	5
Total		30

**Winter mix (1 March - 31 August)**

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Total		25

**PZ4.5.5.2 Coastal hinterland.****Summer mix (1 September - 28 February)**

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/KWeek/Star grass	10
Total		37

**Winter mix (1 March - 31 August)**

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/KWeek/Star grass	3
Total		30

**PZ4.5.5.3 Midlands area****Summer mix (1 September - 28 February)**

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	4
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	2
Cynodon dactylon	Couch/KWeek/Star grass	2
Paspalum notatum	Lawn paspalum	2
Total		30

**Winter mix (1 March - 31 August)**

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar - Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Paspalum notatum	Lawn paspalum	2.5
Total		28

**PZ4.5.6 Seeding methods**

Two methods are recommended, namely hydroseeding and hand-broadcasting. The required method shall be as specified in the project specification.

All seed supplied should be labelled in accordance with the Government Seed Act No. 20 of 1961 and the Contractor shall be required to produce such certification, if requested by the Engineer.

**PZ4.5.6.1 Hydroseeding**

The Grassing Contractor shall be conversant with this method.

Cellulose pulp (consisting of either wood shavings, shredded straw, shredded paper or cotton waste) shall be added to the mix to be applied at a rate of 250 kg/ha.

In addition to the cellulose pulp, compost (consisting of either chicken litter, kraal manure, sugar cane filter cake or mushroom compost) shall be incorporated at a rate of 5m<sup>3</sup>/ha (≈100 X 50kg fertiliser bags/ha).

**PZ4.5.6.2 Hand-broadcasting**

Fertiliser, at the appropriate rate, is to be distributed by hand in a manner to ensure that there is an even spread of fertiliser over the site. This is to be done prior to seeding.

The seed mix is to be weighed and made up in an appropriately large container which shall be stirred to ensure no settling out of the grass seed, and a uniform distribution of the different types of seed.

The seed is to be distributed by hand in a regular grid broadcasting manner to ensure that there is an even spread of grass over the entire site.

The area seeded is to be raked over once the seed and fertiliser have been applied to incorporate these elements into the topsoil.

**PZ4.5.7 General**

Where there is a possibility of neighbourhood livestock grazing a rehabilitated site these should, as far as is practicable, be excluded for the first 3 months of re-grassing.

**PZ4.6 LANDSCAPING**

Landscaping of the site may be required as indicated in the project specification.

Compensatory planting of trees or shrubs may be required should the transplantation of such not be successful in terms of PZ3 5.5 or due to plants removed in terms of PZ3 5.4

Planting of trees will be in accordance with the following method:

- All tree holes shall be square in plan;

- Tree holes shall be a minimum of 600mm by 600mm square by 700mm deep;
- Holes are to be backfilled with excavated soil in a ratio of 3:1 with compost. The compost is to be weed free and have been composted at temperatures in the order of 65°C. Where possible, any available topsoil should be placed in the hole at the level where the tree rootball will rest. A handful (half-a-cup) of each Superphosphate and 2.3.2 should be mixed into the soil-compost mix;
- The tree holes are to be backfilled to the point where the tree and its rootball are in the desired position. The tree is to be removed temporarily and the hole filled with water and allowed to drain away. This operation of watering and draining should be repeated at least four times in order that the surrounding ground and hole are thoroughly moist. The tree is then to be replaced and the remaining soil replaced;
- All trees shall be tied (using a tree tie) to a suitable timber stake planted in the ground to a depth of at least 500mm. The stake shall have a minimum diameter of 35mm and shall be at least 300mm higher than the planted tree;
- Water retaining basins of at least 500mm diameters are to be formed around each tree;
- The Contractor is to apply at least 10 litres of water per tree per fortnight for a period of at least 3 months.

The planting of shrubs will be in accordance with the tree planting method with the exception that the holes are to be a minimum of 400mm by 400mm square by 500mm deep, and that the tree stakes and ties are not required.

#### **PZ4.7 ALIEN PLANT CONTROL**

All sites disturbed by construction activities will be monitored for colonisation by invasive alien plant species.

The Environmental Control Officer will identify those plants which require removal during both the construction and maintenance period, for the Contractor's action.

The Environmental Control Officer will provide advice as to effective methods of removal and control of alien plant species.



HARRY GWALA DISTRICT MUNICIPALITY

CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES  
AT MHLABASHANE

HGDM 745/HGDM/2021

**MONITORING OF COMPLIANCE WITH ENVIRONMENTAL SPECIFICATIONS**

---

PROJECT NAME: .....

CONTRACT NUMBER: .....

PROJECT MANAGER: .....

ENGINEER'S REPRESENTATIVE / SUPERVISOR: .....

CONTRACTOR: .....

CONTRACT  
.....  
(including start and completion dates):

PERIOD:

PERIOD COVERED: .....

REPORT PREPARED BY: .....

-----  
Signature





**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES  
AT MHLABASHANE**

**HGDM 745/HGDM/2021**

**PE: THE CLIENT'S PRECONSTRUCTION HEALTH AND SAFETY PLAN**

---

**PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

**FOR**

**MHLABASHANE WATER SUPPLY - PHASE 2**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND  
EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT No. HGDM 745/HGDM/2021**

**MANAGED ON BEHALF OF**



**HARRY GWALA DISTRICT MUNICIPALITY  
(THE "CLIENT")**

**KEY ROLE PLAYERS**

**CLIENT**

Principal Agent:

Civil Engineer

Quantity Surveyor

Land Surveyor

Mechanical Engineer

Environmental Control Officer

Health and Safety Agent

**PRINCIPAL CONTRACTOR**

Contracts Manager

Site Agent

H&S Officer

Other:

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ANNEXURE I:	MANDATARY AGREEMENT

**1. LIST OF ABBREVIATIONS**

<b>AIA</b>	<b>Approved Inspection Authority</b>
<b>BoQ</b>	<b>Bill of Quantities</b>
<b>CC</b>	<b>Compensation Commissioner</b>
<b>CR</b>	<b>Construction Regulations</b>
<b>DMR</b>	<b>Driven Machinery Regulations</b>
<b>DoL</b>	<b>Department of Labour</b>
<b>FEMA</b>	<b>Federated Employers Mutual Association</b>
<b>GAR</b>	<b>General Administration Regulations</b>
<b>GSR</b>	<b>General Safety Regulations</b>
<b>HCSR</b>	<b>Hazardous Chemical Substances Regulations</b>
<b>HIRA</b>	<b>Hazard Identification Risk Assessment</b>
<b>H&amp;S</b>	<b>Health and Safety</b>
<b>ER</b>	<b>Engineer's Representative</b>
<b>LI</b>	<b>Labour Intensive</b>
<b>OH</b>	<b>Occupational Health</b>
<b>OHSA</b>	<b>Occupational Health and Safety Act No. 85 of 1993 (as amended)</b>
<b>OHSS</b>	<b>Occupational Health and Safety Specification</b>
<b>PSHSS</b>	<b>Project Specific Health and Safety Specification</b>
<b>PC</b>	<b>Principal Contractor</b>
<b>PPE</b>	<b>Personal Protective Equipment</b>
<b>SANS</b>	<b>South African National Standards (Authority)</b>
<b>MSDS</b>	<b>Material Safety Data Sheet</b>
<b>SMME</b>	<b>Small, Micro, Medium Enterprise</b>
<b>SWP</b>	<b>Safe Work Procedure</b>

## 2. DEFINITIONS

The definitions used will be those set out in the Construction Regulations, Gazette No 37305 of 7 February 2014 which are hereunder further emphasised with the following additions:

**Client:** Harry Gwala District Municipality

**Construction Site:**

Means a work place where construction work is being performed

**Construction Supervisor:**

Means a competent person responsible for supervising construction activities on a construction site

**Designer:** Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

**Fall Risk:** Means any potential exposure to falling either from, off or into

**Hazard:** Source of or exposure to danger

**Hazard Identification and Risk Assessment (HIRA) and Risk Control:**

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**Health and Safety Agent:**

Means any competent person who acts as a representative for the Client in managing the projects health and safety and who is registered with the South African Council for the Project and Construction Management Profession (SACPCMP).

**Health and Safety Plan:**

Means a site, activity or project specific documented plan in accordance with the Clients Health and Safety Specification.

**Induction Training:**

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

**Risk:** Means the probability or likelihood that a hazard can result in injury or damage.

**Regulation/s:**

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.



**Temporary Works:**

Means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work

**The Act:** Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

### **3. KEY REFERENCES**

The following key references apply to the specifications:

- Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- SANS Code 1921-6
- SANS Code 1200

### **4. INTRODUCTION**

Harry Gwala District Municipality is responsible for the provision of adequate and reliable potable water and sanitation services within the district and takes cognizance that its current scope of works pose inherent risks to the health and safety of its agents and members of the public.

Each year fatalities, serious injuries and poor attitudes of Contractors mar the reputation of the Construction Industry. Harry Gwala District Municipality has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus, a high premium is placed on the health and safety (H&S) of Harry Gwala District Municipality stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Harry Gwala District Municipality and relevant stakeholders have toward its employees are captured in, but not limited to this document. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Harry Gwala District Municipality, as the Client and where there is an appointed H&S Agent on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

#### **4.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)**

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Land Surveyors), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHS Act will be signed between parties prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated, or determined by Harry Gwala District Municipality) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall receive due attention as per the requirements of the Environmental Control Officer (ECO), but will be managed by the ECO directly.

#### **4.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)**

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with.

This specification must be read in conjunction with the OHS Act, Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation.

The OHS Act S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the H&S Agent, or the responsible person in the Harry Gwala District Municipality.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. The H&S Agent will visit the project as deemed necessary by the Designer and the H&S Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

#### **4.3 Requirements at Tender Stage**

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

Adequate pricing for H&S is required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure adequate information is submitted as supporting documentation with his completed Tender. Such information will be assessed against the criteria listed and a score provided to the Bid Award Committee (BAC) for consideration. Failure to provide such information could render the tender application non-responsive.

A project specific H&S Plan in response to this PSHSS will be subject to approval by the H&S Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements for approval by the Designer and appropriate risk assessments and safe work procedures for approval by the H&S Agent or Client:
  - Site establishment including:
    - Clearing and grubbing;
    - Exposure of services, power, telecommunication etc.;
    - Arrangements for hoarding, traffic accommodation;
  - Excavating
  - An emergency plan indicating how and where emergencies will be handled
  - Working at heights
  - Appointments of the following: Construction Supervisor; Construction Health and Safety Officer; Risk Assessor; Fall Protection Plan Developer; First Aider.
  - An organogram of the site relationships showing at least the above appointments

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client is required before work on that aspect or activity can commence. The H&S Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to, and deemed a serious offence.

## **5. GENERAL REQUIREMENTS**

### **5.1 Summary of Risks Identified during Design**

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The Contractor is herein advised that no other residual risks remain which the designers judged as significant and unusual other than those risks that a competent Contractor can reasonably be expected to know or deduce from the documents prepared for this project and supplied to them.

## 5.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, material safety data sheets (MSDSs) need to be considered prior to all selections.

PRODUCTS or SUBSTANCES	POTENTIAL HEALTH OR OTHER RISKS
Cement	<ul style="list-style-type: none"> <li>• Hand mixing may occur, 50kg bags are an ergonomic risk from handling.</li> <li>• Pumping of concrete may produce extensive vibration, extended hours of work, and potential eye, skin and respiratory irritant from dust exposure, chromates.</li> </ul>
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry resulting in occupational respiratory health illness or disease
Petrol/diesel/lubricants	Potentially a fuel bowzer on site. Fire, spillage, fumes
Adhesives	Used as a bonding agent and may result in contact Dermatitis and occupational respiratory illness or disease from prolonged exposure
Plaster/mortar/screeds	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure
Sealants/joint fillers	Contact with products may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure
Welding fumes	Inhalation of fumes may result in occupational respiratory illness or disease from prolonged exposure
Lime	The product is classified an irritant, irritating the respiratory system, skin and risk of serious damage to eyes. In contrast to the powder itself, the product, when diluted with water, can produce severe skin damage in humans, ( <i>alkaline burns</i> ), especially if prolonged skin contacts takes place.
Paints	Contact with different paints may result in Dermatitis and occupational respiratory illness or disease from prolonged exposure

## 6. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 6.1 Structure and Organization of H&S Responsibilities

#### 6.1.1 Notification of Commencement of Construction Work

The Client shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure 1 in the CRs for all projects requiring a work permit in terms of CR 3.

The PC who intends to carry out any construction work other than work noted in CR 3 shall notify the Provincial Director in writing in the form of the Annexure 2. This shall occur after the award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided and kept in the H&S file. Work will not commence without the Notification being correctly completed and signed by the Client and proof of receipt by the Department of labour received. The Notification shall only be signed by the Client following the approval in writing by the H&S Agent, or the Client.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure 1/2 must be submitted to the Department of Labour. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

### **6.1.2 Health and Safety Plan Framework**

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan as they play a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Protection of plant and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)
- Access and egress to site for deliveries and intended temporary traffic management
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

### **6.1.3 Appointment of Competent Site Personnel**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Contract Manager (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

#### 6.1.4 Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Curriculum Vitae (CVs) are to be submitted for approval by the Designer, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

#### 6.1.5 Construction Health and Safety Officer

The PC will employ at least one competent, full-time or part time H&S Officer for the duration of the contract depending on the nature of the hazards on site and subsequent risks. The H&S Officer's CV is to be submitted for approval by the H&S Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, SAMTRAC/NEBOSH/Diploma in H&S qualifications or similar together with additional appropriate short courses (ie. Fall Protection Developer, Risk Assessor, Basic Firefighting and First Aider Level 1) with exposure to civil engineering and building that is appropriate given the level of project complexity and registration with SACPCMP. An in-depth knowledge of legislative requirements and the application thereof is required. The site supervisor may not act as the H&S Officer.

The H&S Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the H&S Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the H&S Officer.
- The H&S Officer/s may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the H&S Agent/Client and the H&S Officer. An example of the monthly report is attached as an *Annexure D*.

The H&S Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided is available as *Annexure B* to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

Failure to do so will be considered a serious offence and penalties applied.

#### 6.1.6 Traffic Safety

The H&S Officer will be responsible for ensuring that daily traffic management is adequately managed and additional care must be taken where workers and public interface.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Penalties will be issued for non-compliances noted.

#### 6.1.7 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the startup of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the H&S Officer and site management in meeting legislative duties.

The H&S Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the H&S Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings. Failure to do so will be deemed to be a moderate offence.

#### 6.1.8 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation registration number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc). Cognisance is to be taken of the level of risk involved and the H&S Officer is to ensure the level of H&S documentation is appropriate:

- Mandatary agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
  - Load testing and registers for cranes or lifting devices

- Medical certificates of fitness
- Material Safety data sheets (MSDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped and penalties implemented.

## **7. GENERAL RISK MANAGEMENT**

### **7.1 Health Risks and Medical Surveillance**

The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

All workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Full medical records are not to be placed in the H&S file. Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

### **7.2 Noise Risks**

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such plant being removed from site.

Audiometric testing of all workers is noted as required in the medical surveillance programme for all permanent workers prior to work commencing. Temporary labour working in identified noise areas will require testing if the noise levels are indicated on plant or through processes as greater than 85dB. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

Failure to do so will be considered a serious offence.



### 7.3 Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (*but are not limited to*) the following key elements:

- Appointment of a competent emergency response co-ordinator
  - Site Camp Fire;
  - Public injury, Motor vehicle accidents;
  - Falls from heights;
  - Serious injury to workers (medical or work-related); and
  - Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

### 7.4 First Aiders and First Aid Equipment

At least 1 first aider will be trained to Level 3. First aiders shall be available and accessible on site at all times, and be able to work as a team when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers

Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

### 7.5 Fires and Emergency Management

The emergency plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities.

### 7.6 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer /Client /H&S Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

### **7.7 Personal Protective Equipment (PPE) and Clothing**

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility;
- Eye protection;
- Hearing protection;
- Reflective jackets (no bibs)
- Respiratory protection (minimum of FF2), and
- Any other necessary PPE identified from MSDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedure for managing PPE is to be in a formal procedure submitted with the H&S plan for approval.

Any person (*including Client, Designers etc.*) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

### **7.8 Occupational Health and Safety Signage**

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

Temporary signage is to include (*but not be limited to*) the following:

- 'Report to site office' / 'Warning: Construction Site – Keep out' or similar;
- 'Site office' (if relevant);
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (*including vehicles*); and
- Fire extinguishers.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

### **7.9 Induction of Employees and Visitors, General H&S Training**

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (*including Client, Designers*) to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. A record of inductions and pre-task training is to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

#### **7.10 Management of Plant and Equipment**

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the H&S Agent's/Client audit. All daily inspection records are to be kept in the H&S file or Contractors where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, medically fit plant operators are to be used. Medical certificates of fitness are required for all operators. Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

#### **7.11 Excavations**

A procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions are to be checked daily and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Danger tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in the vicinity of members of the public.

Work will be stopped and penalties applied to any work in excavations that is not compliant.

#### **7.12 Working at heights**

A Fall Protection Plan (FPP) is to be available and supplied as an addendum to the H&S plan. The FPP must be appropriate for the project. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code, and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components or where it is not deemed safe. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 50355
- SANS 50361
- SANS 50355

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed by and work managed by a competent person for the duration of the project. The following aspects must be included:

- The public are to be protected at all times by way of hoarding, barricading or fencing
- Notices to be posted
- Restrictions or stoppage when weather conditions are deemed hazardous
- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue
- All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance.
- Registers and all relevant documentation are to be placed in the H&S file.

Work will be stopped and penalties applied to any work at heights that is not compliant.

#### **7.13 Cranes and lifting equipment**

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

#### **7.14 Temporary Works (Scaffolding, support work, formwork)**

Temporary works must be properly designed and signed off by a competent person who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and H&S Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the Designer/H&S Agent.

Failure to do so will be considered a serious offence.

#### **7.15 Auditing**

Frequency of external auditing by the H&S Agent or Client will be as agreed with the Client and Designer but will at least conform to the requirements of the Construction Regulations. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the Client, or the H&S Agent, on all audits and inspections. Not all audits will be, or need be announced.

The PC will ensure that all their Contractors are audited at a frequency determined by the H&S Agent or Client. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the H&S Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

#### **7.16 Mechanical Installations**

All mechanical installations are to be carried out in conformity with the manufacturer's instructions. Method statements and risk analyses must be compiled for each type of installation. A competent person must be designated to supervise the work.

#### **7.17 Communication on Site**

All H&S communication during the project between the H&S Agent and the PC will be done through the Engineering Consultant and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

#### **7.18 Care of Workers on Site (Welfare)**

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. Arrangements made where existing facilities are shared with existing users must be made in writing and placed in the H&S file.

Failure to ensure compliance will be considered a serious offence.

#### **7.19 Discipline, Alcohol and Substance Abuse**

All employees (management included) are to follow instructions given in the interest of H&S. A disciplinary procedure is to be developed and disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

#### **7.20 Electrical Equipment**

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use. Method statements and safe work procedures will be required for all work involving electrical apparatus.

#### **7.21 HIV and AIDS Programme**

The PC shall reduce the risk of transfer of HIV between and amongst construction workers and the local community, raise awareness amongst construction workers of the risk of infection with HIV, promote early diagnosis and assist affected individuals to access care and counselling by:-

- making condoms that comply with the requirements of SANS 4074 available for the duration of the contract to all construction workers at points on the site which are readily accessible and suitably protected from the elements
- either by placing and maintaining HIV/AIDS awareness posters of the size not less than an A1 in areas which are highly trafficked by construction workers or providing construction workers with a pamphlet in languages largely understood by the construction workers which reinforces the outcomes of the HIV/AIDS awareness programme
- encouraging voluntary HIV/STI testing
- providing information concerning counselling, support care of those that are affected

#### **7.22 Safety Conflict**

Where any conflict exists between the requirements of this PSHSS, the Site Rules or Statutory Requirements/Regulations the higher standard must apply unless such conflict is brought to the attention of the Client or H&S Agent and a direction provided. The PC is deemed to have allowed for the higher standard.

The PC is legally responsible for ensuring that he conforms to all applicable aspects of the Occupational Health and Safety Act 85/1993 and Regulations (OH&S Act) and other relevant Acts and Regulations. If in dispute with the PSHSS and other legislation the most stringent requirement must apply.

### **8. HEALTH AND SAFETY FILE**

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (*but not be limited to*) as part of the index:

- The PSHSS;
- The H&S Plan and the approval by Client;
- Appointment by Client;
- Mandatary agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and Injury management;
- Material Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations
- Employee records (*who is on site*)

## 9. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

<b>Minor: Penalty: R50/count</b>	<b>Medium: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: R5000/count, a non-conformance and/or activity stoppage</b>
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at	Any serious breach of legal

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<b>Minor: Penalty: R50/count</b>	<b>Medlum: Penalty: R500/count and a non-conformance</b>	<b>Severe Penalty: R5000/count, a non-conformance and/or activity stoppage</b>
	site meeting to report on	requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

**9.1 Failure to Comply with Provisions**

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the Principal Agent (PA), shall be sufficient cause for the PA to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the PA. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

**10. MEASUREMENT AND PAYMENT**

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

**Item and Unit**

**C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))**

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document.

**C.02 Principal Contractor's Initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))**

The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following

- (a) The Principal Contractor has notified the Provincial Director of the Department of Labour in writing of the project, Annexure 2 to the Regulations.
- (b) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's project Health and Safety Plan.



- (d) The Principal Contractor has set up his Health and Safety File.

**C.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Month (Mth))**

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file.

**C.04 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))**

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their own costs in this regard. Any items of PPE not included on the list will be paid for only after the PA has agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, high visibility overalls, protective foot wear, fall arrestor harness, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

**C.05 Provision of a Full/Part Time Construction Health and Safety Officer (Month)**

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a fulltime or part time basis.

**C.06 Costs of Medical Surveillance (Unit (No))**

This item shall covers all costs involved in the obtaining of baseline medical examinations of temporary labour, including operators for mobile plant as contemplated in CR 23(d) (ii); for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating.

**C.06 a) Initial (baseline) medical examinations, including audiometric and lung function testing.**

**C.07 Induction Training (Unit (No))**

This item shall cover all costs incurred for the health and safety inductions as set out in Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

**C.08 Provision of First Aid Boxes. (Unit (No))**

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes.

**C.09 Establishment of noise levels (Unit (No))**

This item shall cover all costs involved in the establishment of noise zones in terms of Regulation 9 of the Noise-induced Hearing Loss Regulations. Where a zone has previously been established for a particular item of plant within the last two years, the test need not be repeated but must be kept valid for the duration of the Contract.

**C.10 Submission of the Health and Safety File. (Lump Sum)**

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

## ANNEXURE A

### H&S AGENT AUDIT SHEET EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT

<b>PROJECT NAME:</b>	
<b>CONTRACT NUMBER:</b>	
<b>HEALTH AND SAFETY AUDIT No:</b>	
<b>CONDUCTED BY :</b>	
<b>DATE :</b>	

#### EXECUTIVE SUMMARY

#### INTRODUCTION AND OVERVIEW

##### Scoring:

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

<b>Scoring schedule</b>	
If the answer is "No" the rating will be 0	
If the answer is 'not applicable' it will be noted as n/a	
If the answer is "Yes" the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

#### Key Abbreviations:

Health and Safety	H&S	Driven Machinery Regulations	DMRs
Occupational Health	OH	Regulations for Hazardous Chemical Substances	RHCSs
Construction Regulations	CRs	Pressure Equipment Regulations	PERs
General Safety Regulations	GSRs	General Administration Regulations	GARs
Explosive Regulations	ERs	South African National Standards	SANS
Noise Induced Hearing Loss Regulations	NIHLs	South African Road Traffic Safety Manual	SARTSM
Facilities Regulations	FRs		
South African Bureau of Standards	SABS		

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Occupational Health and Safety Act	OHS Act		
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Provide a summary of site inspection, significant findings of the site inspection and the audit.

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**CORE LEGAL RECORDS ON SITE:**

**This list is not conclusive – to be updated monthly relative to works in progress. However the H&S Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.**

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project H&S Organogram					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) • Proof of Competency provided					
3.	CR 8 (1) and (2)	Designation of Construction Manager and Subordinate Person(s) • Proof of Competency provided					
4.	OHSA S. 17; GAR 7	• H&S Representatives appointed • Monthly inspections completed • Representation from Contractors					
5.	OHSA S. 18; GAR 5	• H&S Committee appointed • Minutes on file • H&S representatives reports discussed • Incidents discussed • Signed by Chair • Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) available on site					
7.	CR 5(i); 7(c)(iv)	Written proof of registration / Letters of good standing					

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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		available on Site					
8.	OHSA S.37.2	Copy of the Mandatory (S37.2) agreement between the PC and Client					
9.	OHSA S.37.2	Mandatory agreements between PC and contractors					
10.	CR 3(1); 4(1)	Notification to Provincial Director – Annexure 1/2 Available on site					
11.	CR 5(1)(m) 7(1)(b)	<ul style="list-style-type: none"> <li>• Copy of Principal Contractor's Health &amp; Safety Plan Available on request.</li> <li>• Letter of approval from Agent.</li> <li>• Health &amp; Safety File opened and kept on site (including all documentation-required in respect of the OHSA &amp; Regulations)</li> <li>• Available at all times</li> </ul>					
12.	CR 7(1)(b)	<p>Copy of Principal Contractor's Health &amp; Safety File provided to Contractors</p> <ul style="list-style-type: none"> <li>• Letters of approval for each contractor on file</li> <li>• List of Contractors on site</li> <li>• Verified monthly by Agent</li> </ul>					
13.		Copies of technical method statements approved by					

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CONTRACT No. HGDM 745/HGDM/2021

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
14	CR 9(1)  OHSA CR 9(3)	<p>Designer</p> <ul style="list-style-type: none"> <li>Register available, signed by Designer</li> </ul> <p><b>Risk Assessments:</b></p> <ul style="list-style-type: none"> <li>Up to date and available on site for inspection</li> <li>Review and monitoring programme adhered to</li> <li>Workers trained in risk assessments</li> </ul>					
15	CR9(1)(c)	<p><b>Safe work procedures Procedure</b></p> <ul style="list-style-type: none"> <li>List of available SWPs</li> <li>Workers trained in SWPs</li> <li>Proof of training verified</li> </ul>					
16	OHSA S. 13 CR 7(5)(6)	<p><b>Induction programme available</b></p> <ul style="list-style-type: none"> <li>Proof of induction training available</li> </ul>					
17	CR 6(1)(2)	<p><b>Structural information from Designer:</b></p> <ul style="list-style-type: none"> <li>Geo-science technical report</li> <li>Design loading of the structure</li> <li>Methods &amp; sequence of construction</li> <li>Design risk assessment</li> <li>Amended H&amp;S Specification</li> <li>Temporary Works Design</li> </ul>					

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18	CR 12(1)(3)	<b>Temporary Works</b> <ul style="list-style-type: none"> <li>• Appointment of temporary works designer</li> <li>• Proof of Competency provided</li> <li>• Approved temporary works drawings</li> <li>• Temporary work inspection register</li> <li>• Competencies of erectors of temporary works</li> <li>• Construction method statements</li> </ul>					
19	CR 13(1)(2)	<b>Excavations:</b> <ul style="list-style-type: none"> <li>• Competent persons appointed</li> <li>• CVs available</li> <li>• Depth of excavations on site</li> <li>• Shoring in use</li> <li>• Registers in line with open excavations noted at site inspection</li> </ul>					
20	CR 13(f) GSR 13A	<b>Ladders:</b> <ul style="list-style-type: none"> <li>• Competent person appointed</li> <li>• Registers kept</li> <li>• Registers for ladders noted on site</li> </ul>					
21	CR 16(1)	<b>Scaffolding: SANS 10085</b> <ul style="list-style-type: none"> <li>• Competent Erector(s) and Inspector appointed</li> <li>• Proof of Competency provided</li> <li>• Registers in place</li> </ul>					



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22	CR 23	<b>Construction Vehicles:</b> <ul style="list-style-type: none"> <li>• Appointment of competent operators</li> <li>• Plant Management:</li> <li>• Registers on file noting daily inspections</li> <li>• Plant and machine lists available</li> <li>• Inadequacies noted on site</li> <li>• Transportation of workers</li> <li>• Registers for sample of vehicles noted on site</li> </ul>					
23	CR 24	<b>Temporary Electrical Installations and Machinery</b> <ul style="list-style-type: none"> <li>• Competent Person appointed</li> <li>• Proof of Competency provided</li> <li>• Updated weekly installation inspection registers in place</li> <li>• Updated daily inspection registers in place</li> </ul>					
24	CR 25	<b>Flammable Liquids:</b> <ul style="list-style-type: none"> <li>• Competent Person appointed for inspections</li> <li>• Proof of Competency provided</li> <li>• Inspection registers in place</li> </ul>					
25	CR 27, ER 6 GSR 8	<b>Housekeeping, Stacking &amp; Storage Supervisor:</b> <ul style="list-style-type: none"> <li>• Appointed per work area</li> <li>• Proof of Competency provided</li> <li>• Include site conditions</li> <li>• Spoil areas</li> </ul>					

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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
26	GSR 2	<ul style="list-style-type: none"> <li>Register available per area</li> </ul> <p><b>PPE:</b></p> <ul style="list-style-type: none"> <li>included in Risk Assessment</li> <li>PPE used and enforced</li> <li>Records of Issue kept</li> <li>Training to use (Induction)</li> <li>Registers for condition checks</li> </ul>					
27	RHCSS CR 7; 23 GSR 4	<p><b>Hazardous Chemical Use and Storage</b></p> <ul style="list-style-type: none"> <li>Competent Person/s appointed</li> <li>Proof of Competency provided</li> <li>Risk Assessments include use of HCSSs</li> <li>Register of HCS kept/used on Site</li> <li>Flammable Store</li> <li>Bulk diesel storage</li> <li>Material Safety Data Sheets on file and utilised</li> <li>Other</li> </ul>					
28	GSR 3	<p><b>Emergency management:</b></p> <ul style="list-style-type: none"> <li>First aiders available through project</li> <li>Level 1</li> <li>First aid boxes through site</li> <li>Evacuation procedures</li> <li>Registers available (noted on site)</li> </ul>					
29	GAR	<p><b>Incident Management:</b></p> <ul style="list-style-type: none"> <li>Emergency co-ordinator</li> </ul>					

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ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		appointed <ul style="list-style-type: none"> <li>• Proof of Competency provided</li> <li>• Emergency plan appropriate</li> <li>• Emergency level included in Risk Assessments</li> <li>• Workers trained</li> <li>• Incident reports available and complete</li> </ul>					
30	CR 1 (g), 7(8)	<b>Medical Surveillance Programme</b> <ul style="list-style-type: none"> <li>• All employee records</li> </ul>					
31	CR 30/ FRs	<b>Welfare Facilities:</b> <ul style="list-style-type: none"> <li>• Toilets available where crews are working/clean</li> <li>• Clean potable water available</li> <li>• Adequate eating facilities</li> </ul>					
32	SANS 1921-6	<b>HIV AND AIDS PROGRAMME</b> <ul style="list-style-type: none"> <li>• HIV and AIDS Policy and plan available</li> <li>• Condoms available</li> <li>• Peer review programme available</li> <li>• Ongoing training of workers</li> </ul>					
29.		<b>Other</b>					

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<b>RESPONSIBILITY</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>H&amp;S AGENT SIGNATURE:</b>		
<b>PC SIGNATURE:</b>		
<b>DESIGNER SIGNATURE:</b>		
<b>CLIENT SIGNATURE:</b>		

## ANNEXURE B

### CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
  - List of Contractors
  - All employees employed on a permanent or contractual basis over the duration of the contract
  - Letters of Approval of Contractors
  - Mandatary Agreements
  - Letters of Good Standing
  - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

### Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing. A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

**ANNEXURE C**

**NON CONFORMANCES**

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
<b>AGENT:</b>	<b>PROJECT:</b>	
<b>Consultant:</b>	<b>Date and time:</b>	
<b>Client</b>	<b>Area:</b>	
<b>Contractor:</b>		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
	•	
<b>PHOTOGRAPHIC EVIDENCE (If available):</b>		
<b>OTHER:</b>		
The following penalties are to be applied:		
<b>Signature of Designer</b>		
<b>Signature of H&amp;S Officer/Site Agent</b>		
<b>Signature: of H&amp;S Agent</b>		

**ANNEXURE D:**

**CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT**

(To be submitted by the end of the first week of each month and be available with each audit)

CONTRACT NUMBER:		PROJECT NAME:	CONTRACT DETAILS:
1	<b>GENERAL ACTIVITIES FOR THE MONTH</b>  (detail each area of work)		
2	<b>NUMBER OF WORKERS</b> (permanent and local, contractors)		
3	<b>TRAINING DONE</b> (supplier, no of people, type)		
4	<b>INCIDENTS / ACCIDENT</b> (list number and details, attach reports)		
6	<b>NON-CONFORMANCES</b> (closed out or active)		
7	<b>CONTRACTORS</b> (list, approval status)		
8	<b>AUDITS COMPLETED</b> (internal and external)		
9	<b>CRITICAL ISSUES</b>		
10	<b>GENERAL</b>		

H&S Officer  
Site Agent

Signature

Date:

Signature

Date:

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**ANNEXURE E  
RISK ASSESSMENT FORMAT**

<b>ACTIVITY</b>	<b>RA No.</b>	<b>Rev No.</b>
<b>CONTRACT</b>	<b>DATE WRITTEN</b>	<b>REVIEW DATE</b>
<b>NAME</b>	<b>WRITTEN BY</b>	<b>REVIEWED BY</b>
<b>SIGNATURE</b>		<b>APPROVED BY</b>

RISK REF	ACTIVITY	POTENTIAL HAZARD	RISK	S	H	E	RISK EVALUATION	PURE RISK	CONTROLS MITIGATION	EFFECTIVENESS OF CONTROLS	RESIDUAL RISK	RESIDUAL RISK RANKING
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Severity Criteria			Frequency Criteria			Exposure Criteria					
Weight No	Hazard Description	Environment	Safety/Health	Weight No	Hazard Description	Frequency	Weight No	Hazard Description	Environmental Exposure	Safety/Health Exposure	RESIDUAL RISK RANKING
16	Catastrophic	Irreversible ecological damage	Multiple fatalities due to injury or occupational disease	1	Rare	Less than once every 2 years	1	Minimal	Incident site	A few of the workforce minimal time	
8	Major	Reversible ecological damage with potential long term impact	Fatality or number of disabling diseases	2	Infrequent	Every 1-2 years	2	Restricted	Localized	A few of the workforce, some of the time/some of the workforce minimal time	
4	Moderate	Ecological disturbance, can be rehabilitated	Disabling injury or occupational illness	3	Frequent	Multiple times per year	3	Local	Construction Site Wide	Some of the workforce, some of the time	
2	Minor	Short-term ecological impact. Requires intervention	Minor injuries or exposure requiring medical attention	4	Often	Monthly	4	Widespread	Immediate neighbours	Most of the workforce, some of the time/some of the workforce most of the time	
1	Insignificant	Low impact, natural rehabilitation	First Aid treatment required	5	Consistent	Weekly/Daily	5	Extensive	Community exposure	Most of the workforce, most of the time	



**ANNEXURE F:**

**TYPICAL BILL OF QUANTITIES FOR OCCUPATIONAL HEALTH AND SAFETY**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
C.01	Preparation of the Contractor's site specific Health and Safety Plan	lump sum			
C.02	Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations	lump sum			
C.03	Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations	month			
C.04	Provision of Personal Protective Equipment (PPE)				
	(a) Reflective vests	No			
	(b) Hard hats	No			
	(c) Protective foot wear	No			
	(d) Earplugs	No			
	(e) Dust masks	No			
	(f) Gloves				
	(h) Ear Defenders SABS approved	No			
C.05	Provision of a full time Construction Health and Safety Officer	month			
C.06	Cost of medical certificates and medical surveillance				

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	(a) Initial (baseline) medical examinations	prime cost (PC) sum		
	(b) Periodic and exit examinations	prime cost (PC) sum		
	(c) Contractor's charges to allow for handling costs and profit in respect of sub items 13/X.06 (a) and (b)	%		
C.07	Induction training	No		
C.08	Provision of First Aid Boxes to GSR requirements	No		
C.09	Noise monitoring			
	(a) Establishment of noise zones (plant)	No		
	(b) Audiograms (personnel)	No		
C.10	Submission of a Health and Safety File	lump sum		

## ANNEXURE G

### HARRY GWALA DISTRICT MUNICIPALITY

#### HEALTH AND SAFETY (H&S) PRE-TENDER REPORT

Tenderers are required to submit a pre-tender H&S plan with their Tender submission.

The following requirements were set in the tender documentation and have been utilized to assess the completeness of the documentation presented with the submission of tenders. These requirements fulfil the requirements of the Client in terms of the Construction Regulations, Regulation 5(1)(h). They are to be read in addition to the Act and Regulations but are not a substitute for them.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

The following scores have been used to determine compliance with the pre-tender requirements:  
Scoring as follows:

Not supplied or not adequate	0
Supplied and complete	1

If the tenderer has not completed any projects then Items 4 and 5 need not be supplied. A letter to this effect must be attached.

***Tenderers are required to achieve a minimum of 10 out of a total of 17 for their tenders to be considered.***

Legal or Specification Reference	Pre-Tender Requirement H&S	Tenderers Response	Max Score	Actual Score
Construction Regulations (CRs) 7(1)	1. A project specific H&S Plan in line with this project specification which will support the CRs, therefore the information submitted needs to be complete and as close as possible to the final product. See check sheet		1	
CRs 5(1)(g)	2. Adequate pricing for H&S is also required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.		1	
CRs 5(1)(h)	3. A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;		1	

	4. At least one copy of minutes of previous Occupational Health and Safety Committee meetings;		1	
	5. Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer		1	
CRs 9(1)(b)	6. Detailed technical method statements for approval by the ER and for approval by the H&S Agent:  a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
CRs 9(1)	7. Appropriate risk assessments:  a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layout		1 1 1 1	
CR 9(1)	8. Appropriate safe work procedures a. Site establishment; b. Clearing and grubbing; c. Construction of offices and accommodation, and d. Proposed site layouts		1 1 1 1	
	<b>FINAL SCORE</b>		<b>17</b>	

## ANNEXURE H

## TENDER STAGE OHS PLAN EVALUATION

Tenderers will be scored on their response to various facets of the Health and Safety Specification in the Tender Document. Failure to achieve a score of 60 % will render the tender non-responsive				
Proof of the evaluation must be given under the remarks column				
1	General	Is the Specification Project Specific? If not then score is 0.		
	Scoring	Response present and satisfactory	1	
		Not present	0	
OHS Act/regulation	Specification Section	Description	Max Score	Score
8(1)	6.1.4	Construction supervisor	1	
8(6)	6.1.5	Construction Health and Safety Officer	1	
	7.1	Health Risks and Medical Surveillance		
NIHLR	7.2	Noise Risks	1	
	7.3	Emergency Procedures		
GSR 3	7.4	First Aiders and First Aid Equipment	1	
CR 27	8	Fires and Emergency Management	1	
GAR 8	7.6	Incident Management and Compensation Claims	1	
GSR 2	7.7	Personal Protective Equipment (PPE) and clothing	1	
GSR 2B	7.8	Occupational Health and Safety Signage	1	
CR 7 (5)(6)	7.9	Induction of Employees and Visitors, General H&S Training	1	
CR 23	7.10	Management of plant and equipment	1	
CR13	7.11	Excavations	1	
CR 10	7.12	Working at Heights	1	
CR 8	7.12	Fall protection plan	1	
CR 24	7.13	Cranes and lifting equipment	1	
CR 12	7.15	Temporary works	1	
CR5(1)(0)	7.18	Auditing	1	
DMR/GMR	7.19	Mechanical installations	1	
OHS 8(2)(j)	7.20	Communication on Site	1	
CR 30	7.21	Care of Workers on Site (Welfare)	1	
	Additional requirements			
	6.1.3	Declaration of competency	1	
Cr 9 (1)		Method statements (SWPs)		
		a) Site Establishment	1	
CR5(1)(g)		Has pricing for OHS been allowed for?	1	
		<b>TOTAL SCORE</b>	<b>24</b>	
		<b>TOTAL PERCENTAGE</b>		

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If a section is not applicable then it must be deleted from the score sheet and the total score reduced.

## ANNEXURE I

### AGREEMENT IN TERMS SECTION 37.2 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT is made at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between HARRY GWALA DISTRICT MUNICIPALITY (*hereinafter called "the Client"*) of the one part, herein represented by \_\_\_\_\_ in his capacity as \_\_\_\_\_ and delegate of the Client in terms of the Client's standard powers of delegation.

and

\_\_\_\_\_ (*hereinafter called "the Mandatary"*) of the other part, herein represented by

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

and being duly authorised by virtue of a resolution appended hereto as Annexure A.

WHEREAS the Client is desirous that certain works be constructed, viz **CONTRACT NO.** \_\_\_\_\_, and has accepted a tender by the Mandatary for the construction, completion & maintenance of such works and whereas the Client and the Mandatary have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 as updated);

#### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary 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 determined in terms of the Form of Offer and Acceptance, or other date decided upon, in the Contract Data, to either:
  - a) The date of the final certificate issued or as contained in this Volume \_\_\_\_\_ of the contract documents pertaining to this Contract, or
  - b) The date of termination of the Contract;
- 3 The Mandatary 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 as updated), 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 clients to their employees;

- ii. Section 9: General duties of clients and self-employed persons to persons other than employees;
  - iii. Section 10: General duties of manufacturers and others regarding articles and substances for use at work;
  - iv. Section 37: Acts or omissions by employees or Mandatories, and
  - v. Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- b) The Contractor shall ensure that he familiarises himself with the requirements of the Clients health and safety specification developed for the project, and that he, his employees and any other Contractors employed during the project comply with them. The Contractor shall ensure that all health and safety documentation required as part of the health and safety plan is maintained for the duration of the project.
- 4 In addition to the requirements of conditions of contract (as amended by the Contract Data of the contract documents pertaining to this Contract), the Mandatary 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 Mandatary is responsible for the compliance with the Act by all his Contractors, whether or not selected and/or approved by the Client.
6. The Mandatary warrants that all his own and his Contractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 as amended, 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 Client upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective clients will at all times comply with the following conditions:
- a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Client. If the Mandatary 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 Client.
  - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatary to the Department of Labour as well as to the Client. The Client must further be provided with copies of all written documentation relating to any incident.
  - c) The Client hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatary and/or his employees and/or his Contractors.
  - d) The Mandatary shall conduct such risk assessments, method statements and safe work practices as may be necessary during the course of the contract and shall ensure that all staff are informed of these. Proof of this shall be placed in the project Health and Safety file.
  - e) Adherence to the Contractor's Health and Safety plan must be enforced including the application of penalties for non-conformance as set out in the Client's Health and Safety Specification.



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 CLIENT:-** \_\_\_\_\_

**WITNESS SIGNED:-**        1. \_\_\_\_\_        2. \_\_\_\_\_

**NAME (IN CAPITALS) 1.** \_\_\_\_\_ **2.** \_\_\_\_\_

**SIGNED FOR AND ON BEHALF OF THE MANDATARY:-** \_\_\_\_\_

**WITNESS SIGNED:-**        1. \_\_\_\_\_        2. \_\_\_\_\_

**NAME (IN CAPITALS) 1.** \_\_\_\_\_ **2.** \_\_\_\_\_

**HARRY GWALA DISTRICT MUNICIPALITY**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**HGDM 745/HGDM/2021**

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## **HARRY GWALA DISTRICT MUNICIPALITY**



### **MHLABASHANE WATER SUPPLY - PHASE 2**

### **CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT No. HGDM 745/HGDM/2021**

**PART C3  
ENGINEER'S QUALITY MANAGEMENT  
SPECIFICATION**

## 1. INTRODUCTION

HGDM subscribes to a Quality Management System accredited by a number of certification bodies including ISO 9001.

This document/specification summarises the Quality Control Procedures used by the Contractor in the Quality Assurance and Control on site works. These procedures are to be used by Engineer's Representative Staff (i.e. ER and his assistants) and the Contractor's staff on the following commonly encountered sites;

- Pipelines
  - UPVC Pipelines
  - HDPE Pipelines
- Building Works

The procedures have been developed as "intellectual" property of Harry Gwala District Municipality and may only be used on sites managed by Consulting Engineers. Any other use is subject to consent/agreement with Harry Gwala District Municipality and Consulting Engineers.

All references to approval by ER require that the Contractor (via the Site Agent) initiates the necessary request for approval). In addition, the Contractor will be required to maintain a copy of all records as required by this Specification.

The application of the procedures will be agreed as appropriate between the Contractor's Site Agent and the Engineer (or his Representative) at the commencement of construction activities.

***It will be deemed that the Contractor has incorporated in his completion period and pricing, the necessary requirements to comply with this Specification fully.***

### 1.1 Elements of Site Quality Assurance

The elements of Site Quality Assurance comprise the following:

- general elements that apply to all sites and
- site specific elements that are specific to sites and may be dependent on the type of construction.

## 2. GENERAL ELEMENTS APPLICABLE TO ALL SITES

### 2.1 Construction Quality Control Organization

This section presents the requirements of key site personnel involved on construction sites, i.e. Engineer's Representative (ER) staff and Contractor's staff. The following quality assurance procedures for site quality assurance personnel should be followed:

### 2.1.1 Engineer's Quality Assurance Personnel

The following ER staff appointments' procedure should be followed to ensure the right superintendence on contracts:

Item	Activity	Remarks	Responsible Party	Approval by
1	Appointment of Engineer for contracts	Stated in contract data	Engineer	Employer
2	Supervision staffing arrangements	Proposed prior to construction work	Engineer	Employer
3	Site staff	Proposal for site personnel including CV's	Engineer	Employer
4	Roles	Delegation of powers by Engineer	Engineer	Engineer

The site staff will comprise the Engineer's Representative (ER) and ER's assistants (Field Officers):

#### (a) Engineer's Representative (ER)

The ER is the primary point of contact for the Engineer on all construction management issues. The ER will monitor and approve each contractor's quality submittal to ensure that the project is meeting the specifications and requirements. The ER will manage the implementation of the CQAP at the project sites with assistance from Field Officers appointed by the Engineer.

#### (b) ER Assistants/Field Officers (FO's)

Field Officers (FOs) are responsible to the ER and support the ER's management of the CQAP. The FOs will monitor the day-to-day activities of the contractor. This includes ensuring that contractors comply with the drawings and specifications, applicable SABS standards, good workmanship, and the CQC requirements. As part of this effort, FOs will:

- conduct independent inspections to verify the quality of the work;
- participate in contractor inspections;
- review test and inspection reports; and
- ensure that the required documentation is submitted.

The FOs will be alerted to detect, record, and report any deviation from the contract documents, including calling any deficient item to the attention of the ER and the contractors' Site Agents. The FOs will keep accurate and detailed records of the contractor's performance and progress, delivery of materials, and other pertinent matters, including the daily inspection report.

## 2.2 Contractor's Quality Assurance Personnel

The contractors are responsible for the quality control of their constructed work product as well as the necessary inspections and tests required to ensure that their work complies with the contract documents.

### 2.2.1 Contractor's Site Staff

The contractors' Site Agents are the primary point of contact for the Contractors on all construction management issues. The Site Agents must be full-time on site for the contractors. The Site Agents must have full authority to institute any and all actions necessary for the successful implementation of the CQC program to ensure compliance with the drawings and technical specifications.

The following procedures apply with respect to appointment of the contractor's key personnel:

Aspect	Remarks	Approval By	When
Appointment of Site Agent	As per tender for quality based evaluated tenders	Engineer	Prior to commencement of construction
Appointment of Site Forepersons	As per tender for quality based evaluated tenders	Engineer	Prior to commencement of construction

## 2.3 Site Establishment

The Engineer's Representative shall inspect and approve/disapprove contractor's site establishment using Quality Procedure Form QC 01.

## 2.4 General

For all projects the ER must undertake the following general items as appropriate:

1	Confirm "Permission to Occupy" has been received from the relevant authority.
2	"Handover of Site" to Contractor to be confirmed in writing.
3	Inspect and approve Site Establishment (Form QC 01).
4	Setup Site Files/Filing System.

5	Ensure a copy of the Contract Document is retained on Site by the Contractor.
6	Ensure a full set/s of approved drawings is/are retained on Site by the Contractor.
7	Maintain a Drawing Register.
8	Ensure a copy of the latest Contract Program is clearly displayed on Site.
9	Establish Quality Assurance Procedures and carry out Inspections as and when required.
10	Issue Site Instructions as and when required.
11	Ensure Safety File, including Dept. of Labour notification, is up to date and on Site and all relevant regulations, including issuing of PPE, are strictly adhered to.
12	Ensure all relevant information is recorded in a daily Site Diary and counter signed.
13	Hold regular Work Meetings with the Contractor.
14	Hold regular Site Meetings with the Client, Professional Team and the Contractor.
15	Maintain a copy of the Environmental Record of Decision on Site

### 3. SITE SPECIFIC QUALITY ASSURANCE PROCEDURES

Quality assurance inspections and testing will be used to verify the adequacy and effectiveness of the contractor's quality control program. The Engineer's Quality Assurance Personnel detailed above will provide inspection and supervision within the scope of work, which includes monitoring of the following construction activities:

- Manufacture of materials
- Transporting and off-loading and storage of construction materials
- Inspection of construction activities, including:
  - Pipework
    - uPVC
    - HDPE
  - Building Works

The Contractor will be required to formally request for inspection for any activity which he deems to be complete before proceeding to the next stage of the whole operation. Formal requests must be filled in the **relevant QC Form**.

### 3.1 Contractor Deficiency Correction

When material, performed work or installation is found to be deficient and/or does not meet the project specifications, the Engineer's QA personnel will assure deficiency correction is implemented. In addition to results of an inspection being recorded on the relevant QC Form, in the event of inspection failure, the Engineer's QA personnel will fill in Form QC 008 "Failure Report", to record the deficiencies. A copy of this report will be handed over to the Contractor's Site Agent. The Contractor will implement corrective actions to remedy work that is not in accordance with the drawings and specifications. The corrective actions will include removal and replacement of deficient work using methods approved by the ER. Removal must be done in a manner that does not disturb work that meets QC/QA criteria; otherwise, the disturbed material must also be removed and replaced. Replacement must be done in accordance with the corresponding technical specifications. Replacement will be subjected to the same scope of QC/QA inspection and testing as the original work. If the replacement work is not in accordance with the drawings and specifications, the replacement work will be removed, replaced, re-inspected and re-tested.

Activities which specifically require approval before the next stage can proceed are as detailed in this section.

### 3.1 Pipework

The following procedures will be used for pipework quality assurance:

#### 3.1.1 uPVC Pipework

The ER is responsible for ensuring the following quality assurance procedure is followed, as a *minimum*:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Pipeline Trenches (Form QC 002).
3	Inspect & Approve Pipeline Bedding (Form QC 003).
4	Inspect & Approve Pipe Installation – PVC (Form QC 004B).
5	Inspect & Approve Pipeline Pressure Testing (Form QC 006).
6	Inspect & Approve Backfilling to Trenches (Form QC 007).

Copies of the QC's forms are available for inspection at the offices of LTE Consulting Engineers.

### 3.1.2 Steel Pipework

The ER is responsible for ensuring the following quality assurance procedure is followed, as a *minimum*:

Copies of the QC's forms are available for inspection at the offices of Consulting Engineers.

#### 3.2

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Pipeline Trenches (Form QC 002).
3	Inspect & Approve Pipeline Bedding (Form QC 003).
4	Inspect & Approve Pipe Installation – Steel (Form QC 004A).
5	Inspect & Approve Welding of Pipes (Form QC 005).
6	Inspect & Approve Pipeline Pressure Testing (Form QC 006).
7	Inspect & Approve Backfilling to Trenches (Form QC 007).

### Reinforced Concrete Works

The ER is responsible for ensuring the following quality assurance procedure is followed, as a *minimum*:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Cast Concrete (Form QC 016).
6	Inspect & Approve Structure prior to Concreting (Form QC 015).
7	Inspect & Approve Cast Concrete (Form QC 016).
8	Inspect & Approve Backfilling to Excavations (Form QC 009).

Copies of the QC's forms are available for inspection at the offices of Consulting Engineers.

### 3.3 Building Works

The ER is responsible for ensuring the following quality assurance procedure is followed, as a *minimum*:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).



4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Cast Concrete (Form QC 016).
6	Inspect & Approve Foundations prior to Concreting (Form QC 011).
7	Inspect & Approve Cast Concrete (Form QC 016).
8	Inspect & Approve Sub Structure Brickwork (Form QC 012).
9	Inspect & Approve Foundations prior to Surface Bed Concreting (Form QC 013).
10	Inspect & Approve Cast Concrete (Form QC 016).
11	Inspect & Approve Superstructure Brickwork (Form QC 014).
12	Ensure relevant Certificates are received/issued for the roof structure.

Copies of the QC's forms are available for inspection at the offices of Consulting Engineers.

### 3.4 Roadworks

The ER is responsible for ensuring the following quality assurance procedure is followed, as *a minimum*:

1	Inspect & Approve Setting Out (Form QC 001).
2	Inspect & Approve Excavations (Form QC 008).
3	Inspect & Approve Backfilling to Excavations (Form QC 009).
4	Inspect & Approve Excavations prior to Blinding (Form QC 010).
5	Inspect & Approve Earthworks (Form QC 017).
6	Inspect & Approve Subgrade Construction (Form QC 018).
7	Inspect & Approve Pavement Layerworks/Subbase (Form QC 019).
8	Inspect & Approve Base Construction (Form QC 020).
9	Inspect & Approve Culvert Construction (Form QC 021).
10	Inspect & Approve Headwalls and Wing Walls (Form QC 024).
11	Inspect & Approve Subsoil Drainage (Form QC 023).
12	Record Site Measurement (Form QC 025)

Copies of the QC's forms are available for inspection at the offices of Engineers.

## **4 DOCUMENTATION**

### **4.1 Overview**

An effective CQA Plan depends largely on recognition of all construction activities that should be monitored and on assigning responsibilities for the monitoring of each activity. This is most effectively accomplished and verified by the documentation of quality assurance activities. The ER will document that quality assurance requirements have been addressed and satisfied. The ER will provide the Engineer with signed descriptive remarks, data sheets, and inspection reports to verify that monitoring activities have been carried out. The ER will also maintain, at the job site, a complete file of Drawings and Technical Specifications, a CQA Plan, test procedures, daily diaries, and other pertinent documents.

### **4.2 Daily Site Diary**

A daily construction site diary will be prepared and signed by each Site Agent and the ER. The diary will include a summary of the contractor's daily construction activities. At a minimum, the daily construction diary will include the following information:

- Date, project name, location, and other Identification
- Description of weather conditions, including temperature, cloud cover, and rainfall
- Reports on any meetings held and their results
- Record of visitors to site
- Locations of construction underway during that day
- Equipment and personnel working in each activity, including subcontractors
- Descriptions of work being inspected
- Decisions made regarding approval of units of material or of work, and corrective actions to be taken
- Description of problems or delays and resolution
- Communications with contractor staff
- Construction activities completed and/or in progress
- Signature of the diary preparer

The daily site diary will be routed on a daily basis to the project QC/QA files and will be maintained as part of the permanent project record.

### **4.3 Control of Quality Records**

The ER verifies QA record accuracy and maintains copies of all quality-related documentation. This includes, but may not be limited to:

- Daily construction QA records;
- Inspection reports;
- Non-conformance (Failure) reports;
- Material receiving reports; and
- Monitoring and test data.

These records will be stored in files maintained in the project document control files. All original documents pertaining to QC information will be maintained in the project file located at the site. All records shall be available for inspection and audit, at any time, by the Engineer and the Employer.



HARRY GWALA DISTRICT MUNICIPALITY

CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE

HGDM 745/HGDM/2021

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**HARRY GWALA DISTRICT MUNICIPALITY**

**MHLABASHANE WATER SUPPLY - PHASE 2**

**CONSTRUCTION OF RETICULATION NETWORK, COMMUNAL STANDPIPES AND EQUIPPING OF 4 BOREHOLES AT MHLABASHANE**

**CONTRACT No. HGDM 745/HGDM/2021**

**PART C4: SITE INFORMATION**

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## PART C4: SITE INFORMATION

### C4.1 LOCALITY PLAN

The Locality of the site is as per the attached Locality Plan.

#### C4.1.1 Access

From Highflats town you travel for 14km south toward area as per the following coordinates,

Mhlabashane: 30°22'19.10"S; 30° 8'49.94"E

### C4.2 CONDITIONS ON SITE

A brief description of the site conditions is given under this section.

#### C4.2.1 Nature of Ground and Subsoil Conditions

- No subsoil investigations have been carried out on this site. The employer will not be held accountable for any assumptions that tenderers may make in pricing based on their visual inspection of the site during the tender briefing meeting. Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.

#### C4.2.2 Weather Conditions

The following general weather conditions are prevalent on site

Site Conditions	Specific Details
Altitude above sea level	Maximum 1000 m
Ambient temperatures	Maximum : 30°C Minimum : 4°C 24 hour Average Max : 30°C
Maximum relative humidity	100%
Environmental atmosphere	Humid with high salt content, severely corrosive.
Lightning	Severe

### **C4.2.3 Limitations**

The following limitations characterise the site of the pipeline construction

- Extra care will have to be exercised with regards the activities of the Contractor's labour while they are on site to ensure that there is no undue damage to private property as a result of construction activities.
- The Contractor will be required to ensure that the Insurances for the works cover any damage that may occur to private properties as a result of construction activities. Should there be any claims against the contractor resulting from construction activities, the Engineer will ensure that these have been addressed or the damages rectified prior to the release of the retention held on the contract.

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## **C4.2 GEOTECHNICAL REPORT**

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