



TENDER

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.

ORT5 - 24/25 – 0032 ORR

THE RELEVANT DESIGNATED SECTOR/S AND THEIR MINIMUM THRESHOLDS FOR LOCAL PRODUCTION & CONTENT FOR THE ITEMS ARE (WHERE APPLICABLE):

- a. Palisade fencing the minimum threshold for local content at 100%

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 14 NOVEMBER 2024 **TIME:** 11:00 am

Department of Public Works and Infrastructure
Corner Owen & Victoria Street
KD Matanzima Building
Mthatha
5099





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THE TENDER



PART T1

TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER





T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **1SQ or Higher** in the following Class of works (**SQ**) to tender for the **“APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT”** for a **4 Months’** contract.

The contract will be based on the JBCC Edition 6.2 of 2018 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents will be available on **30 October 2024**. Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov/tenders) or from National Treasury’s tender portal (<http://www.etender.gov.za/content/advertised-tenders>). No Bid documents will be available at departmental offices

There will be a compulsory site-briefing meeting to be held on **Wednesday, 06 November 2024**, at **Qumbu Depot, Qumbu**. Prospective bidders to meet **at the main entrance on site at 11h00 AM**.

Queries relating to the issue of these documents may be addressed in writing to SCM email: lindiwe.mbaleni@ecdpw.gov.za. **Technical enquiries:** may be addressed in writing to **Mr. B.M. Dube**—email: bulelani.dube@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00 AM** on **14 November 2024**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked:

“ORT5 -24/25 – 0032 ORR: “APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.” must be deposited in the bid box, **GROUND FLOOR, CORNER OWEN AND VICTORIA STREET, DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, KD MATANZIMA BUILDING, MTHATHA, 5099.**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



B. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for Specific goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **120 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “**ORT5 -24/25 – 0032 ORR: “APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.”**” must be deposited in the bid box, **GROUND FLOOR, CORNER OWEN AND VICTORIA STREET, DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, KD MATANZIMA BUILDING, MTHATHA, 5099.**

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

Ms L. Mbaleni

Tel No: 047 505 2754

Cell No: **081 028 5559**

Email Address: Lindiwe.mbaleni@ecdpw.gov.za

TECHNICAL ENQUIRIES

Mr. B.M. Dube

Tel No: **072 464 4964**

Email Address: bulelani.dube@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



PART T1.2: TENDER DATA



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape Province
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Preliminary and Generals</p> <p>C2.3 - Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Mr. B.M. Dube</p> <p>Department of Public Works & Infrastructure</p> <p>KD Matanzima Building</p> <p>Mthatha</p> <p>Tel No: 072 464 4964</p> <p>Email Address: bulelani.dube@ecdpc.gov.za</p>
3.5	The language for communication is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.



4	Tender's obligations
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</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, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 1SQ or Higher class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the grade 1SQ or Higher class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 1SQ or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	<p>The employer will compensate the tender as follows JBCC Edition 6.2 of 2018, The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	<p>It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
4.4	<p>Confidentiality and copyright of documents</p> <p>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.</p>
4.5	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.</p>
4.6	<p>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.</p>
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>



4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF KD MATANZIMA BUILDING, MTHATHA. Physical address: Ground Floor, Corner Owen & Victoria Street, KD Matanzima Building, Mthatha, 5099. Identification details: ORT5 - 24/25 – 0032 ORR: “APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.” Closing time and date: 14 November 2024 at 11:00 AM
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/each, party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . 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. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.



4.15.2	<p>Placing of contractors under restrictions / withdrawal of tenders</p> <p>If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any 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.
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>



5.7.1	<p>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.</p> <p>Table F.1: Formulae for calculating the value of A</p> <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td colspan="4">^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																	
5.7.2	<p>The procedure for the evaluation of responsive tenders is Method 2: Administrative, Price and Preference</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Price and preference (80/20 system)</p>																
	<p>1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</p> <ol style="list-style-type: none">1. Bid Document (This Document must be submitted in its original format)2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).4. Bidders must be a legal entity or partnership or consortia.5. Form of offer and Acceptance must be duly completed.6. SBD 4- Declaration of Interest: SBD4 must be duly completed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1. NB: Failure to disclose such interest the bidder will be eliminated that information will be verified by the evaluation committee through CSD.7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).8. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.9. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.10. Resolution to Sign (must be completed, if applicable).11. Declaration of Employees of the State or other State Institutions.12. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.13. Those who does not attend a compulsory briefing meeting will be eliminated.																



Other Conditions of bid (Non eliminating unless expressly mentioned in the document):

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award
2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where bidder's status found non-compliant the bidder will be granted 7 days to correct status. **A bidder that fails to rectify its tax matters with SARS will declared non-responsive.**
3. The bidder has duly completed and signed the **SBD 1**, and **SBD 6.1**.
4. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead in non-awarding of points for specific goals.**
5. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
6. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
7. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
8. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
9. The Department will contract with the successful bidder by signing a formal contract.
10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
11. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
12. DPWI Policy applies.
13. Protection of personal information: Consent (POPIA)

14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018)

2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS/PPPFA OF 2022

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000) and Specific goals/ PPPFA Regulations of 2022

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Please note:

1. **Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals**
2. **The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise**
3. **All information will be verified through CSD**
4. **SBD 6.1 is attached**



	<p>The 80/20 preference point system for acquisition of services, works or goods not exceeding Rand value of R50 million:</p> <p>(a) 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> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>The value of value of W_1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.</p>
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative compliance, price and specific goals)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: <ul style="list-style-type: none"> 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. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	<ul style="list-style-type: none"> h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.



	<p>l) The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). SBD 1, 4, 6.1, Protection of personal content: Consent Form of Offer and Acceptance Complete priced Bills of Quantities, including Final Summary Certificate of Authority for Joint Ventures
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> A CSD Report for a contractor with valid and correct information. A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).



5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <ul style="list-style-type: none"> • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. • In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. • <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	<p>Information and data to be completed in all respects</p> <p>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 nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a) a member of: - <ol style="list-style-type: none"> a any municipal council; b any provincial legislature; or c the National Assembly or the National Council of Provinces; d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of</p>



	<p>the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes and/or tender documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the Adjudication route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the CIDB for investigation as a breach of the CIDB Code of Conduct in terms of the CIDB Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



PART T2

RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1,
- Protection of personal content: Consent



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE			
BID NUMBER:	ORT5-24/25-0032 ORR	CLOSING DATE:	14 NOVEMBER 2024
		CLOSING TIME:	11:00 AM
DESCRIPTION:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, CORNER OWEN & VICTORIA STREET, KD MATANZIMA BUILDING, MTHATHA			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. L. Mbaleni	CONTACT PERSON	Mr. Bulelani M Dube
TELEPHONE NUMBER	047 505 2754/081 028 5559	TELEPHONE NUMBER	072 464 4964
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Lindiwe.mbaleni@ecdpw.gov.za	E-MAIL ADDRESS	bulelani.dube@ecdpw.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



Compulsory Enterprise Questionnaire

A

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: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- 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;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3 DECLARATION

I, the undersigned, (name).....
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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



2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

3.2. FORMULA FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender



4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Black youth ownership:-			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
People with disability:-			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within the Eastern Cape	2	
	(b) Outside the Eastern Cape	0	
Local production and content (see Annexure B declaration certificate & summary schedule attached):-			
	(a) Compliant to local content requirements	2	
	(b) NON-Compliant to local content requirements	0	



DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Annexure forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. **A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;**
2. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

IN RESPECT OF BID NO.: ORT5-24/25-0032 ORR: APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT:

ISSUED BY: EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

- (c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

SIGNATURE: _____

DATE: _____

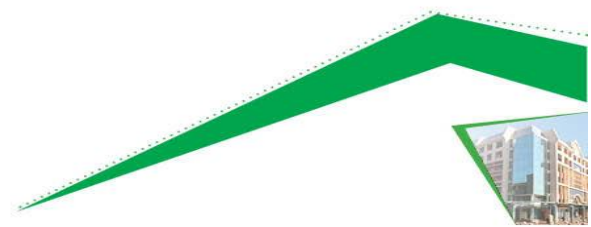


Local Content – Declaration Summary Schedule

Page No.	Item No.	Description of Services/Works/Goods	Unit of measure	Quantity	Stipulated Minimum Threshold	Tender price - each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
				C1	C2						
						C3	C4	C5 (C3-C4=C5)	C6 (C1 x C4 = C6)	C7 (C1 x C3=C7)	C8
112	12	Palisade fence	m	68	100%						
BID PRICE EXC VAT (R)++											
TOTAL IMPORTED CONTENT VALUE (R)											
TOTAL LOCAL CONTENT VALUE (R)											

Signature of bidder _____

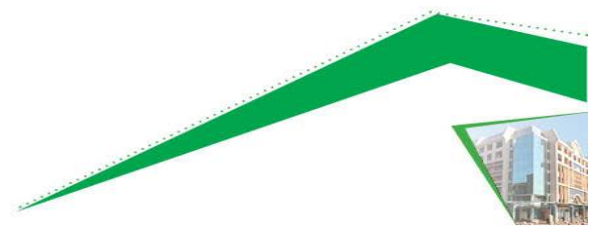
Date _____



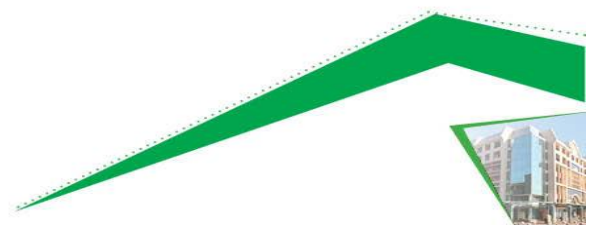
***PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE***

(CSD REPORT)

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

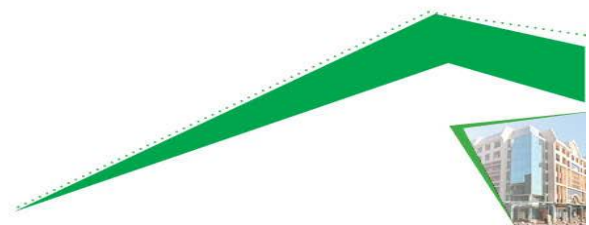
The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.



2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations
 - a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
 - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
 - c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
 - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

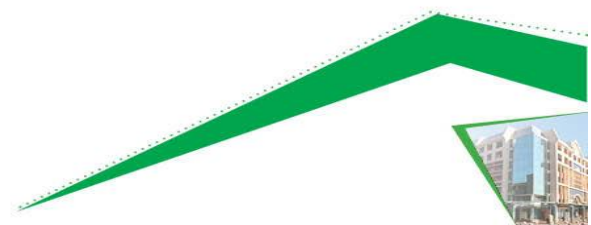
On behalf of the Client:

.....
Signature

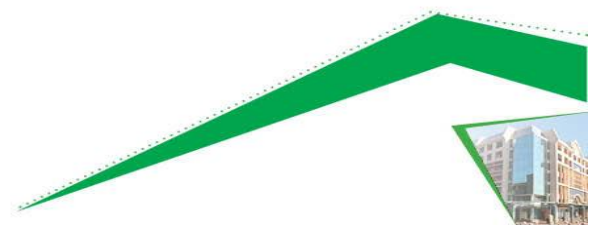
.....
Date

.....
Position

.....
Name of Client Representative

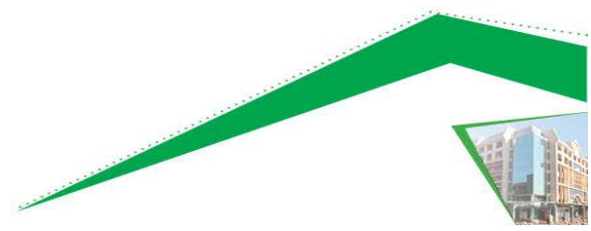


THE CONTRACT

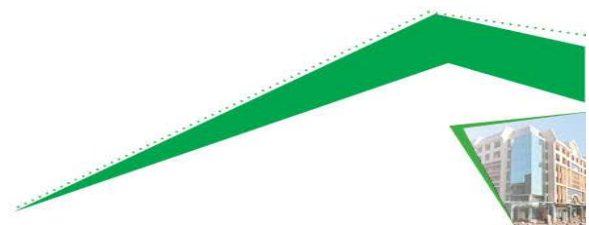


PART C1

AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
ORT5 number	ORT5 - 24/25 – 0032 ORR

OFFER

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

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

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

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

..... Rand (in words);

R(in figures) (or other suitable wording)

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

.....
Capacity

.....
for the tenderer

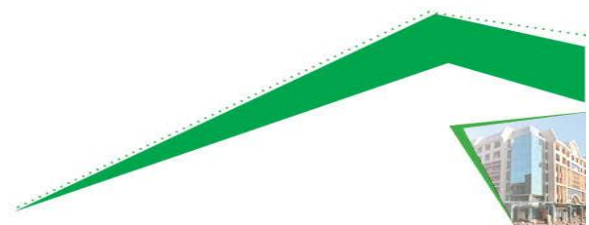
.....
(Name and address of organization)

Name and signature

of witness Date

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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 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 securities, 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.¹

Signature

.....

Name

.....

Capacity

for the Employer

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

Name and signature

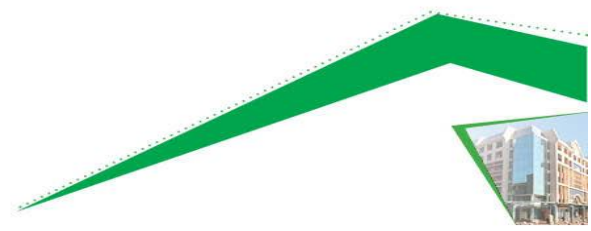
of witness Date

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details



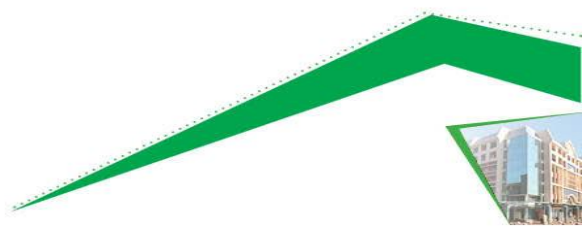
4 Subject _____
Details _____

By the duly authorized 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/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery / door-to-door delivery / courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission 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



A

RECORD OF ADDENDA TO BID DOCUMENTS

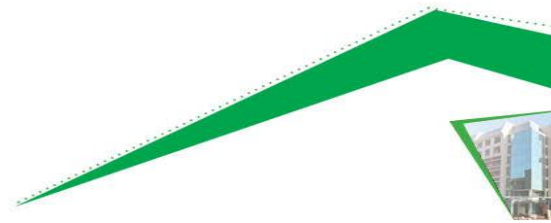
PROJECT TITLE	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.		
ORT5 NUMBER	ORT5 - 24/25 – 0032 ORR		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
ORT5 NUMBER	ORT5 - 24/25 – 0032 ORR

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

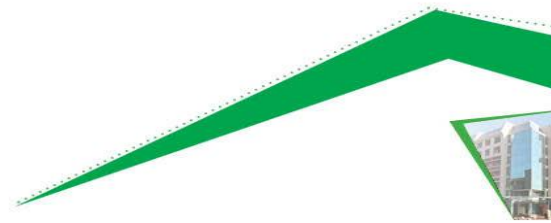
Signed

Date

Name

Position

Enterprise name



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

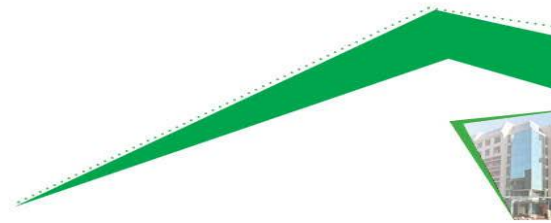
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



D

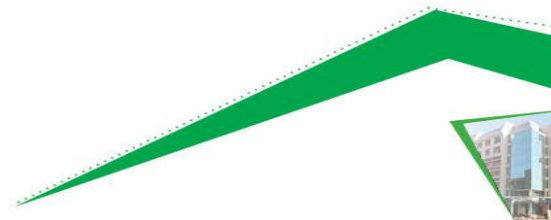
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
ORT5 NUMBER	ORT5 - 24/25 – 0032 ORR

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



E

CAPACITY OF THE BIDDER

PROJECT TITLE	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
ORT5 NUMBER	ORT5 - 24/25 – 0032 ORR

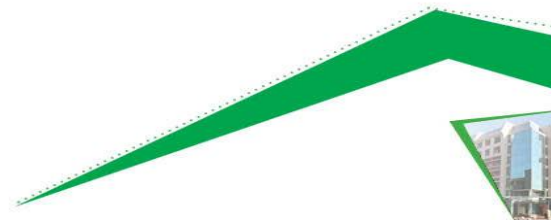
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

Artisans and Employees: (Artisans and Employees to be, or are ,employed for this project)

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:		Date	
Name:		Position	
Enterprise Name:			



F

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

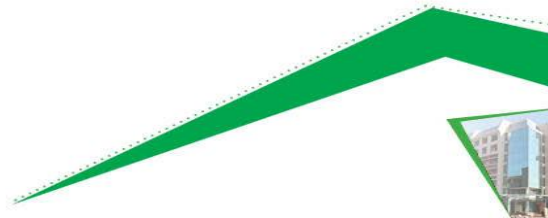
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



G

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

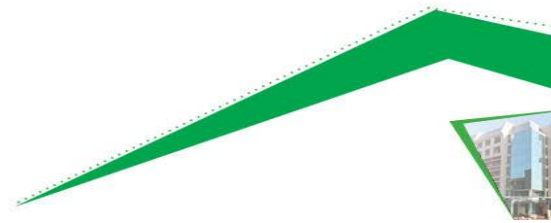
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING
(if they exist)**

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

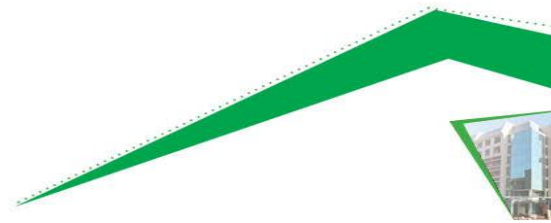
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



!

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

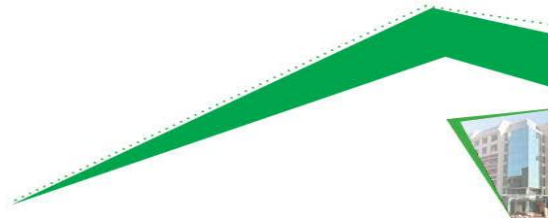
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



J

Project Reference Forms – 1

Project title:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
Project Number:	ORT5 - 24/25 – 0032 ORR

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

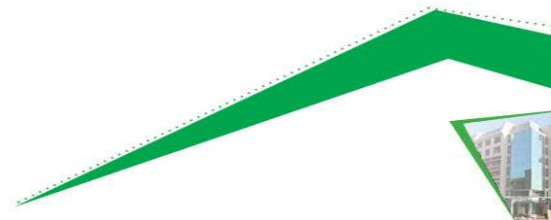
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2022.

Signature of principal agent

COMPANY STAMP

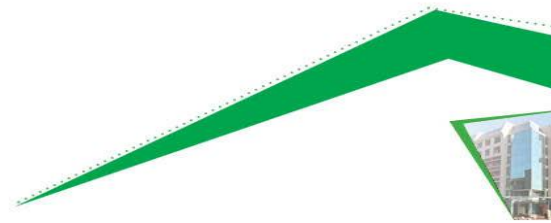
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms – 2

Project title:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
Project Number:	ORT5 - 24/25 – 0032 ORR

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

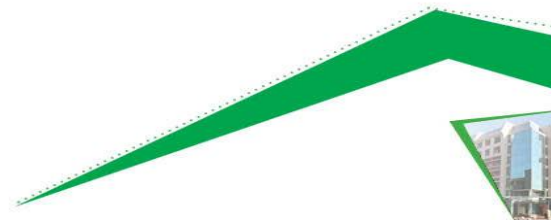
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2022.

Signature of principal agent

COMPANY STAMP

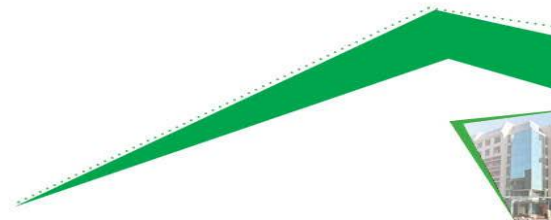
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms – 3

Project title:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
Project Number:	ORT5 - 24/25 – 0032 ORR

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

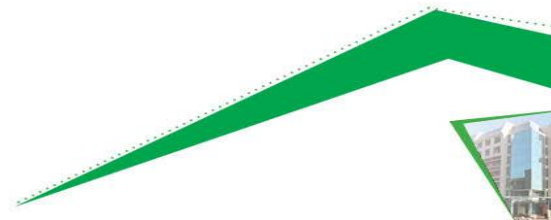
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2022.

Signature of principal agent

COMPANY STAMP

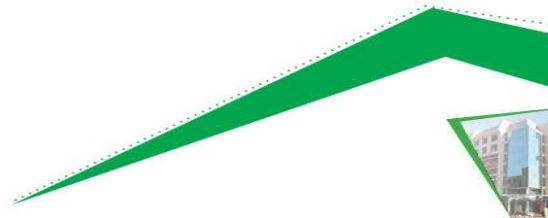
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



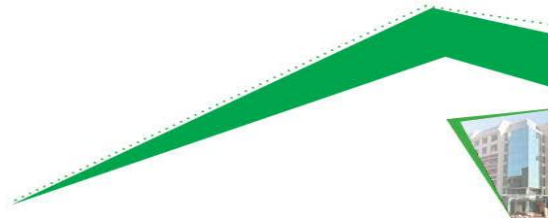
J

BASELINE RISK ASSESSMENT

PROJECT TITLE	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
ORT5 NUMBER	ORT5 - 24/25 – 0032 ORR
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



K

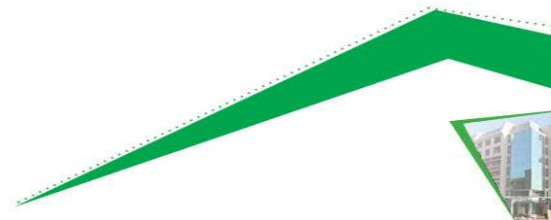
A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
PROJECT DESCRIPTION (SCOPE)	MINOR REPAIRS
ORT5 NUMBER	ORT5 - 24/25 – 0032 ORR
CONTRACTOR NAME:	

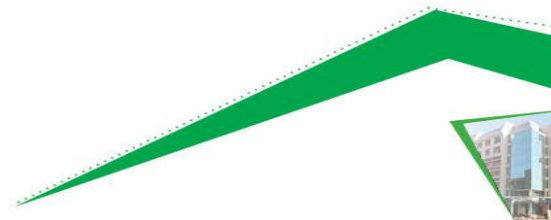
- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Foundations:	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
2	Superstructure:	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	
2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	
2.7	Doors (Timber)	
2.8	Doors Frames (Steel)	



2.9	Aluminium windows	
2.10	Aluminium doors	
3	Internal Finishes:	
3.1	Floor Finishes (Tiling and screeds)	
3.2	Tile Skirtings	
3.3	Floor finishes and skirtings (Vinyl and screeds)	
3.4	Internal Plaster	
3.5	Internal Wall Finishes	
3.6	Ceilings	
3.7	Ceiling Finishes (Painting)	
3.8	Cornices	
3.9	Waterproofing products	
4	External Finishes:	
4.1	Bricks (all kinds)	
4.2	External Plaster	
4.3	External Wall Finishes (Painting)	
5	Fittings and Furniture:	
5.1	Ironmongery	
5.2	Sanitaryware	
5.3	Stainless Steel Fittings	
5.4	Blinds	
6	Services:	
6.1	Plumbing Pipes	



6.2	Plumbing Fittings	
7	External Works:	
7.1	Paving	
7.2	Kerbing	
7.3	Fencing	
7.4	Stormwater pipes	
7.5	Stormwater channels	
7.6	Water pipes	
7.7	Sewer Pipes	
	TOTAL	

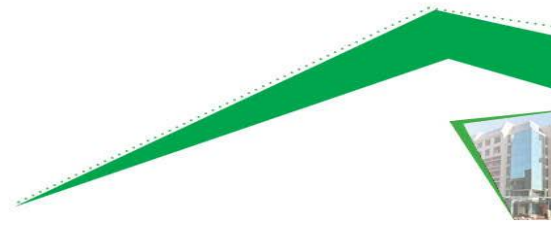
B. CONFIRMATION

1. I.....(**Contractor name**)
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

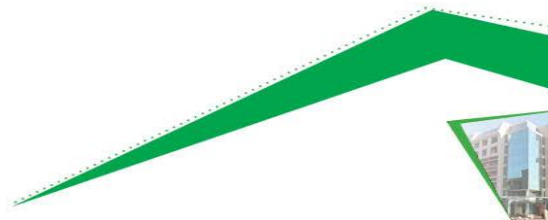
Representative of the Contractor (Name)

Signature

Date



PART C1.2: CONTRACT DATA



The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

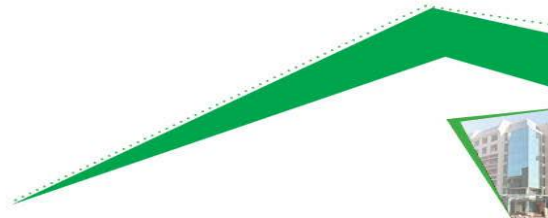
Project name	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
Reference number	ORT5 – 24/25 – 0032 ORR
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Qumbu, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Mhlontlo Local Municipality, in the OR Tambo District

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Bulelani M Dube		
E-mail	bulelani.dube@ecdpw.gov.za		
Mobile number	072 464 4964	Telephone number	047 505 2831



Postal address	Private Bag, X5009, Mthatha	Postal Code	5099
Physical address	Corner Owen & Victoria Street, KD Matanzima Building, Mthatha	Postal Code	5099

A4.0 Agent [1.1]

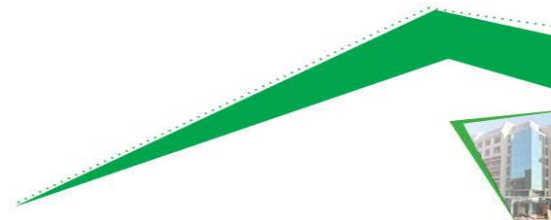
Discipline	Project Manager		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A5.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A6.0 Agent [1.1]

Discipline	Architect		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	



		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A4.0 Agent [1.1]

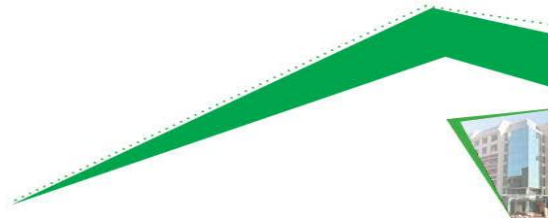
Discipline	Electrical Engineer		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A5.0 Agent [1.1]

Discipline	Civil/Structural engineer		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

A6.0 Agent [1.1]

Discipline	Health & Safety		
Name	Eastern Cape Department of Public Works & Infrastructure		
Legal entity of above		Contact person	



Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal code	
Physical address		Postal code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

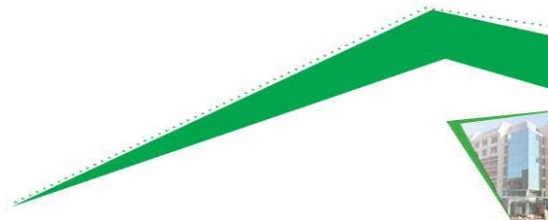
Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date



B 5.0 Employer's Agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

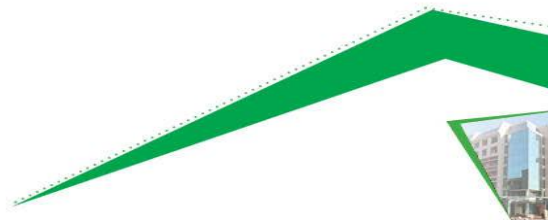
None

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

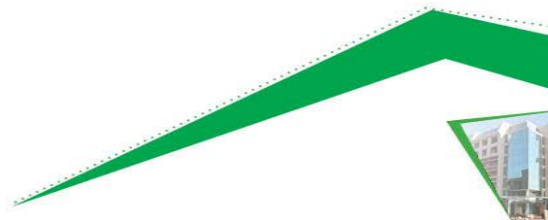
Insurances by Contractor	Amount	
---------------------------------	--------	--



Yes / No:	Yes	including tax	Deductible amount including tax
	New works [10.1.1] (contract sum or amount)	N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R60 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes / No?	No
If yes, description	The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance		



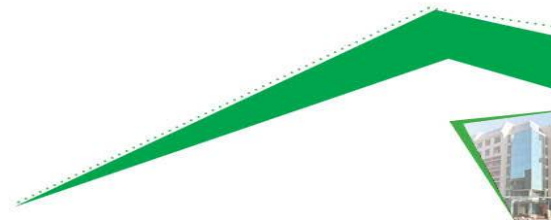
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		Mechanical Installations
Specialisation 2		Electrical Installations
Specialisation 3		Fencing and Gates
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		Floor Covering
Specialisation 2		Floor and Wall Tiling
Specialisation 3		Dry Wall Partitioning
Specialization 4		Paintwork
Specialization 5		Gatehouse, Generator Room, Pump House and Refuse Room
Specialisation 6		Road and Parking
Specialisation 7		Landscaping
Specialisation 8		Precast Concrete Block Retaining Wall
Specialisation 9		



B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		

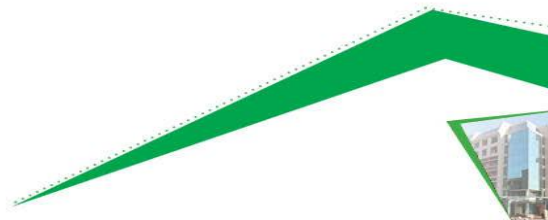
B 11.0 Description of sections [20.1]

Section 1	N/A
Section 2	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	N/A

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	15 (Calendar) Project as whole	2.25 cent/R100 of Contract amount

or where **sections** are applicable



Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Remainder of the				

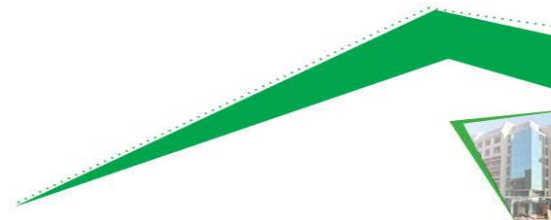
Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

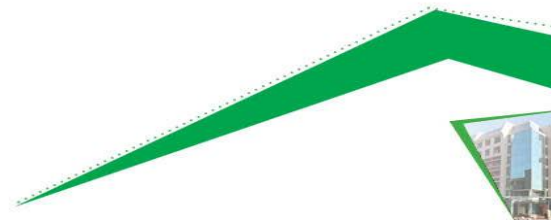
B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	30 th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	no	
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		



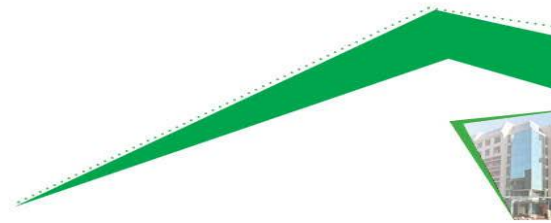
B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	



B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	

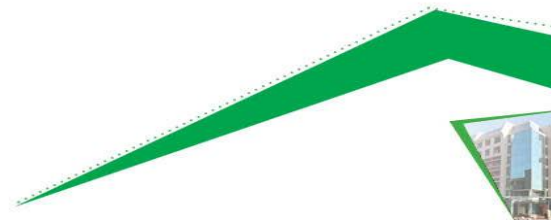


Environmental disturbance - specific requirements [B11.6]

No specific requirements

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**



1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

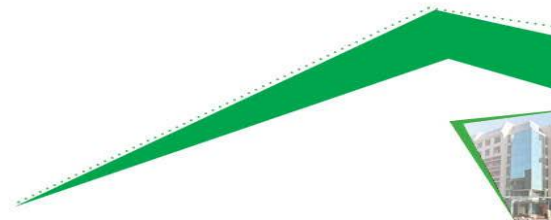
9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance



In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

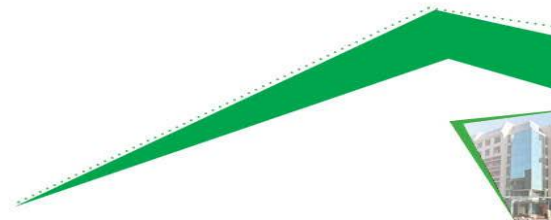
10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**



12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

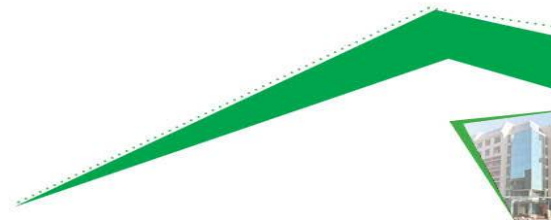
27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

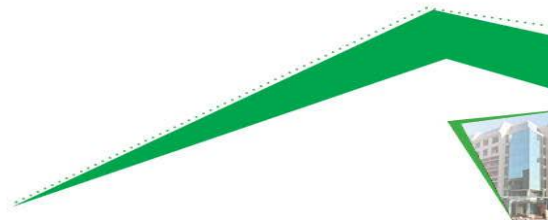
Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Provision of particulars

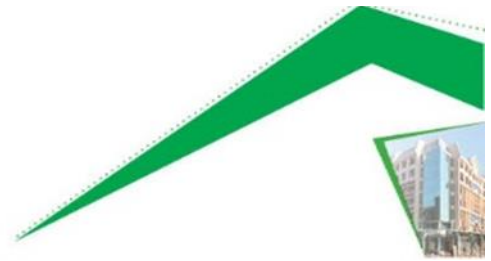
The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred</p>

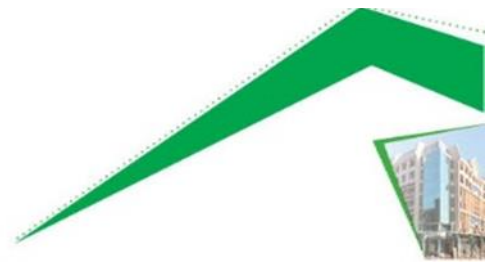


Failure to provide particulars within the period stated

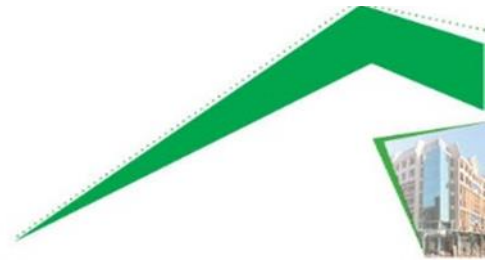
Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



PART C1.3: DISPUTE RESOLUTION MECHANISM



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
 (name of company / organization) of
 (address)
 and. (name of company / organization) of

 (address) (the Parties) and.
 (name) of
 (address) (the
 Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and
 known as. and these
 disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication
 Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____
 who warrants that he / she is
 duly authorized to sign for and
 on behalf of the first Party in the
 presence of

SIGNED by: _____
 Name: _____
 who warrants that he / she is
 duly authorized to sign for and
 behalf of the second Party in
 the presence of

SIGNED by: _____
 Name: _____
 the Adjudicator in the presence
 of

Witness _____
 Name: _____
 Address: _____

Witness: _____
 Name _____
 Address: _____

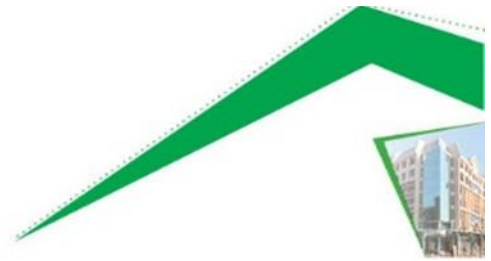
Witness: _____
 Name: _____
 Address: _____

Date: _____

Date: _____

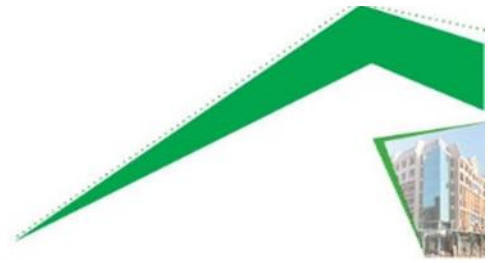
Date: _____

Contract Data



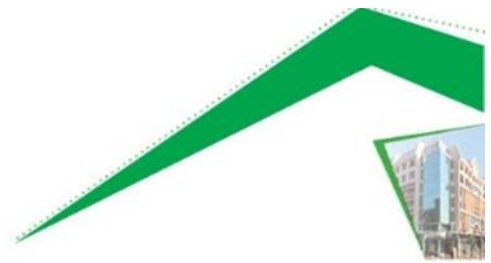
1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary



CONSTRUCTION HEALTH AND SAFETY

**AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL HEALTH
AND SAFETY REQUIREMENTS**



EPWP SPECIFICATION
AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP
SPECIFICATIONS AND REQUIREMENTS.
FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT
www.epwp.gov.za

PROJECT HEALTH AND SAFETY SPECIFICATION
IN TERMS OF CONSTRUCTION REGULATIONS 2014

DESCRIPTION OF PROJECT WORKS

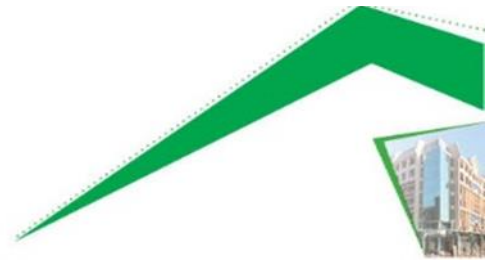
**APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR
REPAIRS OF PALISADE FENCING TO MATCH WITH THE
EXISTING AT QUMBU DEPOT**

CLIENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

LOCATION

QUMBU



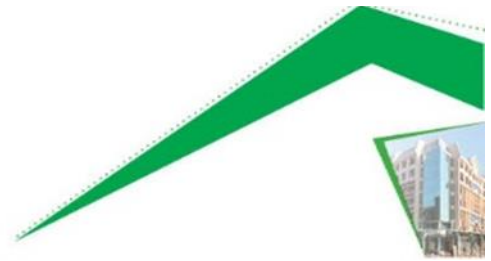
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Annexure A Requirements for the Safety Plan Assessment

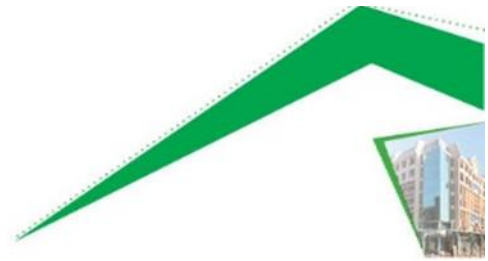
Annexure B Legal Appointments

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1.0 SPECIFIC PROJECT INFORMATION

1. 1 INTRODUCTION AND DEFINITIONS

THE REQUIREMENTS OF THE CONSTRUCTION REGULATIONS 2014 (AND GUIDANCE NOTES OF 2017) HAVE BEEN IN EFFECT SINCE 7TH AUGUST 2014. THE REGULATIONS PLACE LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THE REGULATIONS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND OTHER ASSOCIATED HEALTH AND SAFETY REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

PLEASE NOTE THAT THE TERMS "CONTRACTOR" AND "PRINCIPAL CONTRACTOR" HAVE THE SAME MEANING AS THAT IN THE CONSTRUCTION REGULATIONS AND ARE USED INTERCHANGEABLY IN THIS DOCUMENT, I.E., REFERENCES TO "CONTRACTOR" REFER TO PRINCIPAL CONTRACTOR AND/OR CONTRACTOR AS THE REGULATIONS PERTAIN TO THEIR FUNCTIONS.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to work on site. Compliance to the requirements of the Occupational Health and Safety Act 1993 is an additional requirement of this Health and Safety Specification and is part of the Contractor's responsibility. The Client, and/or their agents, will monitor that all Contractors comply with the requirements of such legislation.

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO SAFETY AGENT, WHERE SO APPOINTED.

- ***Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:***

"agent" means a competent person who acts as a representative for a Client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

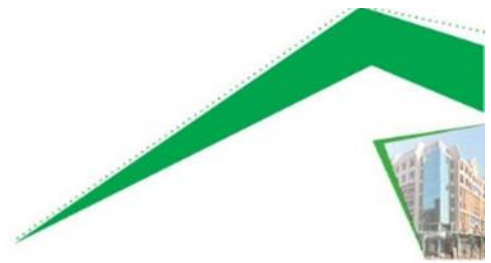
"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site;

"construction site" means a workplace where construction work is being performed;



"construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"construction work" means any work in connection with -

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit" means a document issued in terms of regulation 3; "contractor" means an employer who performs construction work;

Note:

a) Includes organisations and or self-employed person that contracts with a client, principal contractor, or a contractor to carry out construction work.

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications; "designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter, or landscape architect;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data, and methods to design in order to optimise human well-being and overall system performance;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

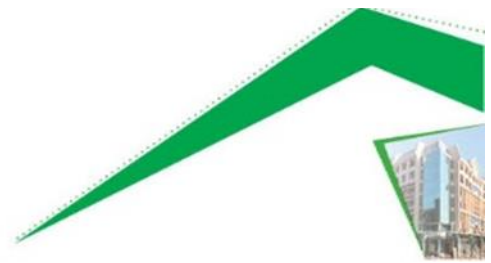
"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing;

"fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment;

"falsework" means a combined system of formwork and support work;

"formwork" means temporary or permanent shutters used to form wet concrete into elements of a structure, and includes both horizontally and vertically placed shutters;

"fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;



"fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;

"health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"health and safety plan" means a site, activity or project specific documented plan in accordance with the Client's health and safety specification;

"health and safety specification" means a site, activity or project specific document prepared by the Client pertaining to all health and safety requirements related to construction work;

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers; "medical certificate of fitness" means a certificate contemplated in regulation 7(8);

"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;

"person day" means one normal working shift of carrying out construction work by a person on a construction site;

"principal contractor" means an employer appointed by the Client to perform construction work;

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000;

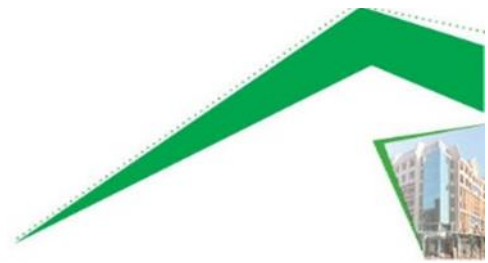
"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling;



"support work" means the temporary structure erected to support the formwork before the casting of a concrete element of a structure.

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

"tunnelling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral.

Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings, and reports):

Tender documents
Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents, and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance. The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Client has arranged for the preparation of this Health and Safety Specification. The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance. The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

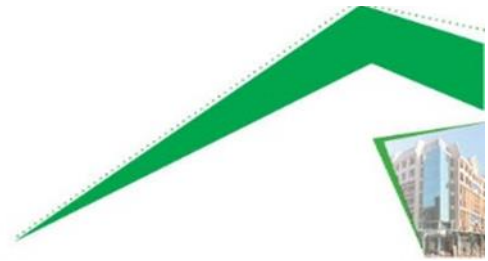
Contractors as employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tendersubmission to comply with all legislative requirements.

Failure to comply with the requirements of this Safety Specification will result in severe sanction and the severity of the sanction will depend on the severity of the noncompliance.



The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will arrange for Health and Safety audits to be conducted on site on their behalf to monitor health and safety compliance by contractors.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site-specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Client, Designer and Safety Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards, and expectations that the contractor must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities. Please note that a detailed OHS bill of quantities must be provided by the contractor on all Construction Work Permit projects. The Bill of Quantities will form part of the Construction Work Permit appellation presented to Department of Labour for approval.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Client which may result from the Contractor failing to comply with the Health and Safety Specification unless the Client has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

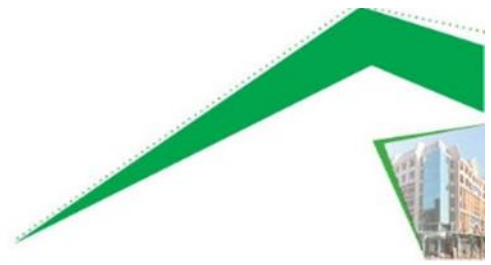
1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with other Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all Contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and these Specifications, which will need to be approved by Client (or their appointed safety agent) prior to commencement with construction work.



1.4.1 Client Duties

In terms of the Construction Regulations 2014 the Client (or their Agent, where appointed) has legal duties. Where an Agent (refer to “definitions” section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

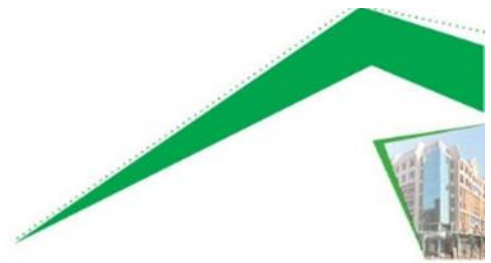
• **All references to “Client” will apply to their appointed “Safety Agent”, where so appointed, in this Health and Safety Specification.**

The Client must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented, and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the Client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor’s safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor’s health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor’s health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the Client requires additional work to be performed as a result of a design change or error in construction due to the actions of the Client, the Client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the Client must take reasonable steps to ensure co-operation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Client has appointed a Safety Agent for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to “definitions” section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.



- Please note that the designer of temporary works must ensure that:
 - all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
 - the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
 - all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
 - the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DIRECTORY

Project Client	DPWI Cnr. Owen & Victoria Street KD Building Mthatha 5099	
Project Managers	DPWI Cnr. Owen & Victoria Street KD Building Mthatha 5099	
Construction Safety Agent	TBA	

OTHER PARTIES DIRECTORY

Department of Labour: 18 Corner of Madeira & Elliot Streets,
Old Manpower Building, Mthatha, 5100

Tel: (047) 501 5600

Telecommunications

Contractor to refer all queries on location and nature of existing services to the Project Manager / Client, etc.

Tel: 10215

OR

Contractor to apply for and refer to wayleave information from service providers for the nature and location of services. Refer all queries Project Manager.

Company: Telkom

Water

Institution: KSD Local Municipality

Tel: 047 531 0320

Electricity

Institution: KSD Local Municipality

Tel: 047 531 0963

Hotlines

National Coronavirus Hotline

Tel: 0800 029 999

Provincial Coronavirus Hotline (Eastern Cape)

Tel: 0800 032 364

1.6 PROJECT DETAILS**Description of Works****APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT**

- Alterations to the existing fence
- Excavations
- Concrete bases
- Replace damaged palisade panel
- Installation of palisade fencing

Anticipated Construction Duration TBA
Provisional Start Date TBA
Completion Date TBA

1.7 EXISTING ENVIRONMENT

Hazards particular to this project:

Working at heights Work within a “live” site

Overhead, Above Ground and Underground Services crossing the site: **Overhead:** Municipal Services;

Underground: Municipal Services

Ground level: Municipal Services

Service Drawings available: Must be requested from Engineers

Way leaves required: Yes

Permits required: Excavation Permit

Isolations required: If there is any electricity to be moved

Existing structures and surrounding land use (with a significant impact on Health & Safety):

Existing Building

Existing ground conditions and ground survey report:

Required from Engineers

Existing Traffic Systems Condition: Currently tarred **Restrictions to access:** TBA

Speed restrictions: As per National Road Act; 20km/h for Construction Vehicles

1.8 AVAILABLE DRAWINGS

Refer to tender documentation.

1.9 PROJECT HEALTH AND SAFETY REQUIREMENTS**Significant health and safety hazards identified by Client, Designer and Safety Agent:**

Confined Spaces
Contaminated Land
Demolition
Diving Operations Excavations Fire
Flammable Liquids / Gas Fragile Materials Hazardous Substances Hot Works
Lead
Members of Public Night Work
Overhead Services (Working near) Railway Work
Road Working – in or next to (including Traffic Management) Snakes
Underground Services Underpinning Working at Height
Work over or next to Water Working with Effluent

Other construction hazards that the contractor can reasonably expect are as follows:

Asphalting Bricklaying Brush cutting Bulk Mixing Plant Chainsaw Use
Compacting and Filling Compactor Operations Concrete Pumping Crusher Operation Cutting Kerbs
Cutting Off Disc
Electric Tools and Electrical Installations Explosive Actuated Fastening Devices Goods / Passenger Hoist
Operation Hand tools
Kerb Laying Lifting Operations

Manhole Rings and Pipes Storage Manual Handling of General Items Material / Passenger Hoist Operation
 Mobile Crane
 Noise and Dust Painting
 Paving (Laying) Piling
 Plant/Vehicle and Equipment Operation Plastering
 Plumbing
 Precast Slab / Unit Laying and Fixing Road Construction
 Road Marking Rope Access Work
 Scaffold Erection / Dismantling Shuttering Walls, Beams, Columns Site Strip
 Skipping of Concrete Steel Erection
 Steel Fixing Street Lighting
 Temporary Work (include False Work, Formwork, Support Work Scaffold and Shoring) Tower Crane
 Erection and Dismantling
 Tower Scaffold Troxler Use Tunnelling
 Working at Height (excluding scaffold)
NOTE: Please refer to end of this Health and Safety Specification for the baseline risk assessment for these hazards and risks.

ACTIVITIES REQUIRING APPROVED METHOD STATEMENTS (FOR HEALTH AND SAFETY &)

1. Site establishment & Land and Ground Surveying
2. Excavation
3. Site Preparation –
4. Workplace Hygiene –
5. Medical Surveillance –
6. Social Distancing –
7. Transportation –
8. Waste Management –
9. Access Control / Security Management –
10. Emergency Procedures –
11. Consequence Management –

ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)

Permit to Dig: Yes

Permit to Enter Excavations: Yes

Road Works Permit: Yes

Permit to Work with Electricity: Yes

Confined Space Permit: Yes

Hot Works Permit: Yes

Permit to Work under Power Lines: Yes

Blasting: Yes

Client issued permit for work in restricted areas: Yes

Temporary Works: Yes

CONTRACTOR SAFETY OFFICER PROVISION

Records of safety audits undertaken by the Contractor's Safety Officer must be kept on site in the safety file and non-conformances reported by the Safety Officer to the Contractor's management team. All non-conformances identified by the Safety Officer and client's safety agent must be investigated and corrective action taken by the Contractor to prevent re-occurrence.

Please note that as from 7th August 2018 the safety officer must be professionally registered with the SACPCMP. Proof of registration with the SACPCMP must be provided.

If registered as a Candidate proof of mentorship and weekly visits by mentor must be available on site. The requirement for this site is that a **full time** Safety Officer be appointed by the Contractor.

MEDICAL CERTIFICATE OF FITNESS (ANNEXURE 3)

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate competent person must be appointed by the principal contractor. Proof of an all-inclusive assessment by the Principal Contractor of the Construction Manager's Competency in construction management and health and safety competency must be available in the Safety File.

The Construction Manager, Alternate Construction Managers, Assistant Construction Managers, and designated construction supervisor/s must, as a minimum, have training in Legal Liability, Construction Regulation 2014 and the OHS Act and Regulations.

TRAFFIC MANAGEMENT AND TRAFFIC SAFETY OFFICER PROVISION

The Traffic Management Plan must be approved by the Project Manager and, as required, the Traffic Chief as per the National Road Traffic Act, No. 93 of 1996. The Traffic Safety Officer must have training as per Unit Standard 14561 or similar.

ENVIRONMENTAL CONDITIONS

Contractor must take into account adverse weather conditions on site activities and implement control measures to mitigate risk. This includes risk of exposure to excessive heat, cold, rain, lightning and wind. The open nature of the site works will not preclude any of the above.

ARRANGEMENTS FOR ACCESS, PARKING, DELIVERIES, ETC.

Access to site by Construction Vehicles:**Access to site by Construction Workers and Visitors:**

All service providers must sign a 37.2 Mandatory Agreement and must be inducted before they can be allowed on site.

ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD, INCLUDING FOR**Site camp location and set up**

- **Restrictions / requirements:** }
} Contractor to advise in consultation
- **Storage areas:** } with Engineer / Professional Team
- **Security:** }

Ablutions and Welfare Arrangements

Contractor to supply ablutions and facilities in line with the Construction Regulations 2014, refer to section 2.31 of this health and safety specification regarding the below. Toilets should be provided with built in facilities for hand washing. Please note further that control measures form an important part of ablutions provision on site ref soap and water/hand sanitiser, signage, etc:

- Toilets:** }
} Contractor to provide as per Regulations
- Washing facilities:** }
- Drinking Water:** }
- Shelter:** } Contractor to provide as per Regulations
- Showers:** }
- Mobile site facilities requirements:**

A camping toilet/mobile toilet will be required for sites that cannot facilitate a permanent location for ablution units and must be available for each gender per location.

The use of a camping toilet must be prepared and setup correctly with additional anchors and available toiletries prior to each working day and to be first priority when changing location of works along a set working path.

Teams are to ensure that the toilets are cleaned correctly and suitable for easy and hygienic uses and recorded on a daily register.

PROTECTION OF SITE AGAINST UNAUTHORISED ACCESS BY PUBLIC

Excavation Fencing: Note that excavations accessible to public, or adjacent to public roads / thoroughfares, must have (1) barrier / fence of at least 1m in height, and (2) warning illuminants at night or when visibility is poor, or have other suitable precautionary measures if of both these are not practicable.

General Fencing of Site: Note that construction sites in built up areas adjacent to public walkway must be fenced off and have controlled access points with the correct signs to indicate the site office for any relevant enquiries.

Warning Notices:

Look Outs:

PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Client requires the Contractor to ensure that employees (and others under his/her control) wear the following minimum PPE:

Overalls: Yes

Safety Harnesses: Yes, when required

Hard Hats: Yes

Reflective Vests: Yes

Goggles / gloves / ear defenders / respiratory protection: Yes

Safety Footwear: Yes, as per SABS Standards

Specialist Equipment (e.g. for confined Spaces): Yes, when required for Specific Task

PPE:

Disposable Gloves: When required in risk assessment

Disposable Overall: When required in risk assessment

Respiratory Protection (i.e. any face mask endorsed by Department of Labour): Yes

Eye Protection (i.e. goggles or face shield that fully covers the front and side of the face): Yes,
When required in risk assessment

HAZARDOUS SUBSTANCES

The following materials and substances have, or may have, to be used in the works and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

Diesel Petrol Cement Bitumen

1.10 INTERFACE AND RESTRICTIONS BY CLIENT

Contractor must note that the following Client activities will continue during construction:

None

The following Client safety rules and/or requirements are to be observed:

All workers are to receive induction prior to commencement of work on site. Other safety rules and requirements to be advised at induction.

Please also refer to tender document.

As far as reasonable possible and excavations dug must be backfilled the same day, if it is not possible and in the vicinity of Public all measure must be taken to safe guard the trenches. Security should be placed monitoring the trenches at night and if the contractor is not work for a long period of time. (Example Weekends). At any given time a stand by team

must be available for the removing of any water, hence it be rain water, natural underground water or any leaks. Water must no accumulate and the depth of the water must be kept to a minimum.

Restrictions on times, access or other restrictions by Client

Please refer to tender document.

Other restrictions may be advised at induction.

1.11 Project Close Out

The Health and Safety files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project in the form of a consolidated safety file. The following list is an example of what should be included but is not exhaustive. The Safety Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are responded to. Documentation would include all health and safety related records from the start of the project. All records to be in hard copy or electronic format and submitted to the Safety Agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Consolidated Health and Safety close out file requirements include:

- Health and safety specification (most recent version)
- Principal Contractor's health and safety plan/s
- Site safety organograms
- Legal appointments
- Notification to Department of Labour of commencement of work / Construction Work Permit
- Workman's Compensation Letters of Good Standing for the project
- Full safety files for all contractors as well as their close out reports
- List of all contractors who worked on site
- Letters of safety plan approval of contractors by the Principal Contractor
- Mandatory agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Non-conformance records
- Safety agent's audit reports
- Safety Officer reports
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the Occupational Health and Safety Act, as amended.
- All temporary works drawings (suspended beams/scaffolds, etc.)
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts, etc.)
- Detailed registers of all material used
- Copies of all Checklists completed

1.12 SAFETY FILE RETURN TO CLIENT

The consolidated Health and Safety Files for the Project is to be handed over by the Principal Contractor to the Client upon Project Completion in either hard copy or electronic format.

1.13 NON-CONFORMANCE PENALTY

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off / not worn
	No certificates of fitness for workers as required	Any breach of legal requirements

2.0 FURTHER REQUIREMENTS

2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Client's documented health and safety specifications, *w h i c h* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
 - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;
- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;

- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another contractor to perform construction work, the duties that apply to the principal contractor will apply to the contractor as if he or she were the principal contractor.

A principal contractor must take reasonable steps to ensure co-operation between all contractors appointed by the principal contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Client, the Client's Safety Agent or the Principal Contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. Proof of all-inclusive assessment of the Construction Manager's Competency in construction management and H & S competency must be available in the Safety File. The Construction Manager must, as a minimum, have a Construction Regulation course. No contractors may be left unsupervised on site by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the Client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. Proof of all- inclusive assessment of the Construction Supervisor's competency in construction supervision and H&S competency must be available in the Safety File. The Construction Supervisor must, as a minimum, have a supervision course as per Unit Standard 262845 (Civil Engineering), 119080 (Building Construction) and 262884 (Civil Engineering).

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

If the construction work involves construction of a single storey dwelling for a Client, and such Client will be residing in such dwelling upon completion, the contractor must also notify the Provincial Director of the Department of Labour at least 7 days before the works commence.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

2.4 Construction Work Permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work on projects that will –

1. exceed 365 days and will involve more than 3600 person days of construction work; or
2. the tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.
 - Grade 7 = R60 000 000
 - Grade 8 = R 200 000 000
 - Grade 9 = No limit

A client may appoint a Construction Health and Safety Agent or Construction Health and Safety Manager to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

A client may appoint a Construction Health and Safety Agent, or Construction Health and Safety Manager based on the scope and risk profile of construction work to represent him/her on matters of health and safety. Provided that, where the question arises as to whether a Construction Health Safety Agent or a Construction Health and Safety Manager is necessary, the decision of an inspector is decisive.

The following minimum documentation will be required during the permit application process:

- Principal Contractor's Health and Safety Plan CR 5(1)(m)
- Baseline Risk Assessment CR 5(1)(a)
- Appointed Principal Contractor's Letter for Good Standing as per CR 5(1)(j)
- Issue Register signed by Designer CR 5 (1)(c)
- Issue Register signed by Principal Contractor
- Declaration signed by Designer CR 5(1)(d) and CV
- Principal Contractor made adequate provision for the cost of health and safety measures (Bill of Quantities) CR 5(1)(g)
- Proof of Principal Contractor's competency and resources to carry out the construction work safely CR 5(1)(h)
- Appointment Letter for Construction Manager, CV, Certificates and List of projects
- Appointment Letter of Safety Officer & Safety Officer's Registration for SACPCMP
- Principal Contractor's Appointment Letter CR 5(1)(k), Company Profile and CIDB grading

After approval of the Construction Work Permit any changes made to the appointed persons on the annexure 1 must be submitted to Department of Labour for approval before the appointed persons are allowed to commence with their tasks.

PLEASE NOTE THAT THE CONSTRUCTION MANAGER (8(1)) NAMED ON THE CONSTRUCTION WORK PERMIT MUST BE THE SAME PERSON THAT ACTS AS THE CONSTRUCTION MANAGER ON SITE. IF THIS WILL NOT BE THE CASE FOR SOME REASON THEN THE SAFETY AGENT MUST BE NOTIFIED OF THE CHANGE BY THE PRINCIPAL CONTRACTOR AT LEAST 7 DAYS BEFORE THE CHANGE IS MADE SO THAT THE SAFETY AGENT CAN AMEND THE CONSTRUCTION WORK PERMIT APPLICATION AND ADVISE THE DEPARTMENT OF EMPLOYMENT AND LABOUR ACCORDINGLY.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work (refer to **Annexure B** at the end of this Health and Safety Specification).

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Client.

2.7 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The successful Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The Policy must be communicated to all employees and proof thereof must be available in the Safety File.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

2.10 Risk Assessments Baseline Risk Assessment

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;
- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated, and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site**.

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment **before any work commences** and thereafter **at the times determined in the risk assessment monitoring and review plan of the relevant site**.

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Client, Client's Safety Agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member).

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SABS approved.

In general, the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors, and Contractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The Safety Representative(s) must be democratically nominated, elected, and appointed in writing. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. The Safety Representative(s) shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents, and non-conformances. The Safety Representative(s) must be (a) full time employee(s) who is/are acquainted with conditions and activities at that workplace or section thereof. The Safety Representatives must have Safety Representative training and must be capable of performing their duties.

2.12 Health and Safety Committee

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

PLEASE NOTE THAT THE SAFETY AGENT MAY REQUIRE THAT THE PRINCIPAL CONTRACTOR CONVENES A SAFETY COMMITTEE MEETING ON SITE IN THE INTERESTS OF HEALTH AND SAFETY ON SITE. SUCH COMMITTEE MEETING MAY REQUIRE ATTENDANCE OF CONTRACTORS

SAFETY OFFICERS/SAFETY REPRESENTATIVES, CONSTRUCTION SUPERVISION AND THE SAFETY AGENT.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records. Once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence. All training must be conducted by an accredited training provider and the certificates must display the applicable unit standards and the expiry dates thereof.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training, etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service delivery protests / intimidation, etc. The Contractor shall advise the Client in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site.

- First Aid box/es must be adequately stocked at all times, accessible and be controlled by a qualified First Aider.
- Perishables to be checked and replaced when expired.
- Stock per content list as per the General Safety Regulations Annexure.
- Signage to be in place.
- To be numbered and sealed with name of first aider on or above the First aid box.
- Dressing logbook to be available in the first aid box.
- If more than 5 employees are present, there must be a first aid box available.
- Register to be checked by a competent person.

If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record, and report all Section 24 reportable incidents to the Client within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Client. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on-site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be noise exposure over 85 dB; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. The Contractor shall be responsible to maintain the quality and replacement of signage. Signage must comply with the requirements of SABS.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

A contractor must ensure that all construction vehicles and mobile plant-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
 - has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - has a medical certificate of fitness that includes a five (5) panel drug test, to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form

of Annexure 3.

- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are be fitted with amber rotating beacons and reverse alarms.
- all construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or

apparatus which is under, over or on the site;

- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied, or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids
- proper containers are to be used for fuel. Marked and labelled as per the content.
- diesel on site; more than 800 litres must have a certificate, fire safe certificate. Locked in a ventilated, secure area with a drip tray and have a designated, responsible person to use it.

2.29 Water environments

A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for –

- preventing persons from falling into water; and
- the rescuing of persons in danger of drowning.

A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that –

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids, and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger-
 - only suitably protected electrical installations and equipment, including portable lights, are used;
 - there are no flames or similar means of ignition;

- there are conspicuous notices prohibiting smoking;
- oily rags, waste, and other substances liable to ignite are without delay removed to a safe place; and
- adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;
- there is an effective evacuation plan providing for all -
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren (fire alarm / horn) is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- Toilets to be within walking distance
- Hygiene registers to be completed
- Proof of safe disposal of effluent waste disposal certificates to be obtained
- changing facilities for each sex;
- and sheltered/shaded eating area.
- Protection from the Elements and raised off the ground.
- Every employer shall provide sanitary facilities at the workplace in accordance with the provisions of Parts F, P and Q of the National Building Regulations.
- Sufficient clean water for all employees. 500ml to each employee every hour.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection

The Contractor must:

- designate a competent person to be responsible for the preparation of a fall protection plan
- ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- take steps to ensure continued adherence to the fall protection plan. A fall protection plan contemplated above must include-
 - a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
 - the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
 - a programme for the training of employees working from a fall risk position and the records thereof;

- the procedure addressing the inspection, testing, and maintenance of all fall protection equipment; and
- a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.

A contractor must ensure that all unprotected openings in floors, edges, slabs, hatchways, and stairways are adequately guarded, fenced, or barricaded or that similar means are used to safeguard any person from falling through such openings;

Also that no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above and fall prevention and fall arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and securely attached to a structure or plant, and the structure of plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and person who could fall, and fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

2.33 Temporary works

A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

A contractor must ensure that-

- all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
- all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
- detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the Client, the Client's Safety Agent, or any employee;
- all persons required to erect, move, or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
- all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
- all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
- no person may cast concrete, until authorization in writing has been given by the competent person contemplated above;
- if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
- adequate precautionary measures are taken in order to-
 - secure any deck panels against displacement; and
 - prevent any person from slipping on temporary works due to the application of release agents;
- as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;

- upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person
- the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- a temporary works drawing, or any other relevant document includes construction sequences and methods statements;
- the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

No contractor may use a temporary works design and drawing for any work other than its intended purpose.

2.34 Excavation

A contractor must-

- ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
- evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins. A contractor who performs excavation work-
- must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material: Provided that-
 - permission has been given in writing by the appointed competent person contemplated above upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
- must take steps to ensure that the shoring or bracing contemplated above is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
- must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
- must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six metres from the point where any worker within the excavation is working;
- must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must

before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;

- must ensure that every excavation, including all bracing and shoring, is inspected-
 - daily, prior to the commencement of each shift;
 - after every blasting operation;
 - after an unexpected fall of ground;
 - after damage to supports; and
 - after rain,

by the competent person, in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the Client, the Client's Safety Agent, any other contractor or any employee;

- must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be –
 - adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where this is not practicable;
- must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
- must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosive's legislation; and
- must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

2.35 Demolition Work

A contractor must appoint a competent person in writing to supervise and control all demolition work on site.

A contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

During a demolition, the competent person contemplated in above must check the structural integrity of the structure at intervals determined in the method statement contemplated in above, in order to avoid any premature collapses.

A contractor who performs demolition work must with regard to a structure being demolished, take steps to ensure that-

- no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- ensure that no person works under overhanging material or a structure which has not been adequately supported, shored, or braced;
- ensure that any support, shoring, or bracing contemplated above, is designed and constructed so that it is strong enough to support the overhanging material;
- where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;

- ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
- cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under or fence off the danger areas if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

A contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

No person may dispose of waste and debris from a high place by a chute unless the chute-

- is adequately constructed and rigidly fastened;
- if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
- if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
- where necessary, is fitted with a gate at the bottom end to control the flow of material; and discharges into a container or an enclosed area surrounded by barriers.

A contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A contractor must ensure that no equipment is used on floors or working surfaces unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations 2001.

Where a risk assessment indicates the presence of lead, a contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

A contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

2.36 Tunnelling

No person may enter a tunnel which has a height dimension of less than 800 mm.

2.37 Scaffolding

A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work as per the SANS 10085 of 2004.

A contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act and SANS 10085. Scaffold must be;

- Level and balanced upon the correct footing such as base jacks, U-Jacks, and mobile wheels
- Have the correct Ledgers and bracing methods to secure the frames and Standards
- To be fully boarded with the correct edge protection on both the 0.500m and 1 metre height per working platforms.
- Working platforms to be in accordance with the Tables 4 and 5 of the SANS 10085 for weight restrictions
- Have the correct access that is fitted within the scaffold and grants access to the working platforms and must be fitted with a trap door system.
- Secured with fastening methods such Reveal and fixed ties according to table 7 of SANS 10085. Buttresses to be used when required.
- signage must be displayed to indicate if the scaffold is safe or unsafe to use.
- Trestles to be built in accordance to section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.

2.38 Bulk mixing plant

A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is –

- aware of all the dangers involved in the operation thereof; and
- conversant with the precautionary measures to be taken in the interest of health and safety.

No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant unless that person is competent to operate a bulk mixing plant.

A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting.

A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person.

A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.

A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the Client, the Client's Safety Agent, or any employee.

2.39 Rope Access Work

A contractor must –

- appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
- ensure that all rope access work on the construction site is carried out under the supervision of a

competent person; and

- ensure that all rope access operators are competent and licensed to carry out their work.

No contractor may use or allow the use of rope access work unless –

- the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
- he or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

A contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

2.40 Hazardous Chemical Substances (HCS)

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS's shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS's are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
 - Using engineering controls
 - Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SABS 072 and 0228.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Engineering methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on

- Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

The Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a specialist contractor or a Contractor with proven track record in the type of work to be performed.

The Contractor may only use explosives for work purposes where the following conditions in place:

- Explosives Regulations to be complied with in all respects.
- Contractor must be in possession of a Blasting Licence
- Blasting permit to be obtained
- Permit to transport explosives to be obtained
- Method statement to be drawn up and approved by professional team
- Municipal authorities may require advance notice of planned use of explosives
- Contractor must notify Provincial Director of Department of Labour on Annexure 2 at least 7 days prior to blasting taking place
- Contractor must have Workman's Compensation and appropriate insurances in place

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision to keep adequate quantities of appropriate, SABS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site.

2.44 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Regulations, February 2002. The Contractor shall submit an Asbestos Certificate from Department of Labour which refer to the prescribed requirements. The Contractor shall notify The Client if there are any asbestos materials to be used on site.

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the following must be included in the health and safety plan or as soon as its available:

- Notification to the Provincial Director in writing, prior to commencement of asbestos work.
- Proof of a structured medical surveillance programme, drawn up by an occupational medicine practitioner.
- Proof that an initial health evaluation was carried out by an occupational health practitioner within 14 days after commencement of work.
- Copies of the results of all assessments, exposure monitoring and the written inventory of the location of the asbestos at the workplace.
- Only proof that medical surveillance has been conducted and not the actual records itself since these areas of a confidential nature.
- How records are going to be kept safe for the stipulated period of 40 years.
- Proof that asbestos demolition (if applicable) is going to be done by a registered asbestos contractor and provide proof that a plan of work for such demolition is submitted to an Approved Asbestos Inspection Authority 30 days prior to commencement of the demolition.
- Provide proof that the plan of work was approved by the asbestos AIA and submitted to the provincial director 14 days prior to commencement of demolition work together with the approved standardized procedures for demolition work.

2.45 Pressure Vessels (Including Gas Bottles)

The Contractor shall comply with Pressure Vessel Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure vessels are used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure vessels to have the following in place;
 - Service date
 - Seals on valves with no leaks and not broken
 - flash arrestors
 - Should be stored and chained together
 - Oxygen / Acetylene bottles to have clips
 - Signage to be visible
 - Gauges in working condition and be visible
 - Permits for use
- Pressure equip Regs 6. (1) The user shall ensure that the pressure equipment is operated and maintained within its design and operating parameters.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment.

Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated
- Regular inspection and servicing is carried out
- Records are kept of inspections and of service certificates
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use
- Forklift to be inspected every year and lift plan every 2 years
- Load test certificate to be no older than 6 months
- Sufficient props to be used and max weight to be displayed
- Slings to be checked with regard to integrity, chains, serial numbers, checked for tears, cuts links and all other materials
- Hooks to be oiled, not in a fixed position and closed to prevent materials from slipping/falling off
- Lifting equipment must be used for the scope of work carried out

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are quite common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all

Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

A contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

No contractor may use or permit the use of a suspended platform, unless-

- the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
- he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer, or a professional technologist for the use of the suspended platform system; and
- he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated above and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the-
 - appointment of the competent person;
 - competency of erectors, operators, and inspectors;
 - operational design calculations, which must comply with the requirements of the system design certificate;
 - performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out; and
 - procedures for and records of maintenance work having been carried out.

A contractor making use of a suspended platform system must submit a copy of the certificate of system design, including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

A contractor must submit a copy of the certificate of system design as per regulations for every new project.

A contractor must ensure that the outriggers of each suspended platform-

- are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
- have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

A contractor must ensure that-

- the parts of the building or structure on which the outriggers of a suspended platform are

supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;

- the suspension wire rope and the safety wire rope are separately connected to the outrigger;
- each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
- the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
- the machinery referred to above is so situated that it is easily accessible for inspection;
- the rope connections to the outriggers are vertically above the connections to the working platform; and
- when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

A contractor must ensure that a suspended platform-

- is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
- is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
- is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing-
 - the maximum mass load;
 - the maximum number of persons; and
 - the maximum total mass load, including load and persons, which the suspended platform can carry.

A contractor must cause-

- the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with manufacturer's specification;
- the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
- the performance test contemplated above to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
- the performance test contemplated above of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110% of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.

A contractor must cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

A contractor must ensure that the suspended platform supervisor or the suspended platform inspector carries out a daily inspection of all the equipment prior to use, including establishing whether –

- all connection bolts are secure;
- all safety devices are functioning;
- all safety devices are not tampered with or vandalized;
- the total maximum mass load of the platform is not exceeded;
- the occupants in the suspended platform are using body harnesses which have been properly attached;
- there are no visible signs of damage to the equipment; and
- all reported operating problems have been attended to.

A contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the Client, the Client's Safety Agent, or any employee upon request.

A contractor must ensure that all employees required to work or to be supported on a suspended platform are –

- medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
- competent in conducting work related to suspended platforms safely;
- trained or received training, which includes at least-
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - an emergency;
 - the malfunctioning of equipment; and
 - the discovery of a suspected defect in the equipment; and
 - instructions on the proper use of body harnesses.

A contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan, and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.

A contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

2.57 Material Hoists

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is -

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- provided with a door or gate at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause -

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and

- every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.

No contractor may require or permit any person to ride on a material hoist. A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- is properly maintained and the maintenance records in this regard are kept on site.

2.58 Explosive Actuated Fastening Device

No contractor may use or permit any person to use an explosive actuated fastening device, unless-

- the user is provided with and uses suitable protective equipment;
- the user is trained in the operation, maintenance and use of such a device
- the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- the firing mechanism is so designed that the explosive actuated fastening device, will not function unless-
 - it is held against the surface with a force of at least twice its weight; and
 - the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.

A contractor must ensure that-

- only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used;
- an explosive actuated fastening device is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed for that purpose;
- the safety devices of an explosive actuated fastening device are in good working order prior to use;
- when not in use, an explosive actuated fastening device and its cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- an explosive actuated fastening device is not stored in a loaded condition;
- a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
- the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device

are-

- controlled and done in writing by a person having been appointed in writing for that purpose; and
- recorded in a register by a competent person and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges.

2.59 Confined Spaces

Confined space work must be closely monitored by a competent person appointed by the contractor, to include, but not restricted to, ensuring that the confined space is sufficiently ventilated prior to entry. Oxygen levels to be tested in confined space to ensure that it is safe for entry. Permit system to be in place to declare confined space safe for entry prior to entry. PPE must be worn (such as proper masks) if air supply is insufficient or not of sufficient quality.

Sufficient training must take place in use of all confined space monitoring and access equipment prior to any works commencing in such confined space. It is strongly recommended that a tripod and winch system be in place to afford easy access and egress and for emergency evacuation from the confined space (manholes and chambers). Please also refer to GSR5 on safety requirements for Work in Confined Spaces.

General safety Regulations 5.

- (1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- (2) Where the provisions of sub regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-- (a) subject to the provisions of sub regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.
- (3) Where the provisions of sub regulation (2)(a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that—
 - (a) the provisions of sub regulation (2) (b) are complied with;
 - (b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c);
 - (c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any or persons from the confined space, if necessary; and
 - (d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.
- (4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.
- (5) Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if –

- (a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
- (b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.

2.60 Alcohol and drugs (GSR 2)

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.
2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.
3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

DEFINITIONS (*Disaster management Act of 2002*)

‘adequate space’ means not more than one person per one and a half metres of floor space; ‘Alert Level’ means the determination made under sub regulation 3(2);

‘clinical case’ means a patient that presents with clinical signs and symptoms of ;

‘Criminal Procedure Act’ means the Criminal Procedure Act, 1977 (Act No 51 of 1977);

‘enforcement officer’ includes a member of the South African Police Service, the South African National Defence Force. metro police. traffic officers, immigration inspectors; and a peace officer as defined in section 1 of the Criminal Procedure Act;

‘essential services’ means the services listed in Annexure D;

‘face mask’ means a cloth face mask or homemade item that covers the nose and mouth, or another appropriate item to cover the nose and mouth;

‘gathering’ means any assembly, concourse or procession in or on -

- (a) any public road, as defined in the National Road Traffic Act, 1996 (Act No. 93 of 1996); or

- (b) any other building, place or premises, including wholly or partly in the open air, and including, but not limited to, any premises or place used for any sporting, entertainment, funeral, recreational, religious, or cultural purposes; but excludes a workplace and a place of residence for those persons ordinarily residing at the residence;

'head of an institution' means the accounting officer of a public institution and the chief executive officer or the equivalent of a chief executive officer of a private institution;

'institution' means any public or private institution, including a sole practitioner and any other business owned and operated by a single person, that is engaged in the supply or distribution of a good or service as set out in the Table 1, or which regulates such supply or distribution, including professional regulatory bodies designated in directions made in terms of regulation 4 of the Regulations;

'isolation' means separating a sick individual with a contagious disease from healthy individuals that are not infected with such disease in a manner that aims to prevent the spreading of infection or contamination;

'national state of disaster' means the national state of disaster declared by Government Notice No. R. 313 of 15 March 2020;

'the Act' means the Disaster Management Act, 2002 (Act No. 57 of 2002); and 'WHO' means the World Health Organisation.

In response to the pandemic the government has passed legislation and guidance for employers and employees in the work environment.

Please refer to Annexure A for details on the criteria that must be considered in the contractor's safety plan response.

2.61 General Practices when Working at Heights

- No Homemade structures or ladders will be permitted on the project.
- Trestle tables are not to be fully extended and must be fully boarded, no drums to be used.
- Surroundings to be clear of rubble.
- Fall protection, fall prevention, and fall rescue plans to be in place and communicated to site employees.
- Ladders to be structurally sound and not broken and in accordance to GSR 13A.
- Only competent persons may be allowed to work at heights with a competency (U/S 229998).
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / life lines to be used.
- Anchor points to be in place and determined by an engineer. Anchor points must be pull tested prior to use.
- GSR (6) 6. No employer shall require or permit any person to work in an elevated position and no person shall work in an elevated position, unless such work is performed safely from a ladder or scaffolding, or from a position where such person has been made as safe as if they were working from scaffolding.
- Construction regulation 10 of 2014 to be implemented when working at heights and to prevent any person from falling from heights.
- Employees required to perform work at heights or from fall risk position must be medically fit to perform such work, such employee's medicals must specify "Fall Risk" or "Working at heights" in the exposure section of the annexure 3 template.

2.62 Traffic Accommodation

All traffic signs must be displayed as per the traffic management plan drawings.

Size of signs used must be as per the traffic management drawings and all signs to be visible and in good condition.

- Traffic management Plan issued per Road and Traffic act (chapter 13). Must be approved by the Traffic Chief and professional team.
- Plans for signage deployment must be in order and must be placed correctly.
- Traffic management plan must be submitted and must be suitable for the tasks being performed.
- Traffic plan must be implemented and controlled by the sites Traffic safety officer and flag persons.
- Jersey barriers, where used, to be linked.
- No signs to be obstructed.
- STOP/GO structures must be protected against being struck by vehicles (e.g. new jersey barriers)
- Road marking buggies/vehicles must be protected by escort vehicles front and rear.
- Displayed traffic signs must be maintained in a daily register to be checked morning and evenings after works have been finalised.
- **Night work:**
 - Signage, traffic accommodation and personnel must be visible (reflective / illuminated).
 - Certified, competent traffic officer and flag persons to be used during night operations.
- **Traffic Safety Officer must check signage daily and Engineer must sign it off daily.**

2.63 Ventilation and Lighting in the Work Place

Every employer shall cause every workplace in his undertaking to be lighted in accordance with the illuminance values specified in the Schedule to the General Safety Regulations:

Provided that where specialised lighting is necessary for the performance of any particular type of work, irrespective of whether that type of work is listed in the Schedule or not, the employer of those

employees who perform such work shall ensure that such specialised lighting is available to and is used by such employees.

The Contractor must ensure that:

- the average illuminance at any floor level in a workplace within five meters of a task is not less than one fifth of the average illuminance on that task;
- glare in any workplace is reduced to a level that does not impair vision;
- lighting on rotating machinery in such that the hazard of stroboscopic effects is eliminated; and
- luminaires and lamps are kept clean and, when defective, are replaced or repaired forthwith.

With a view to the emergency evacuation of indoor workplaces without natural lighting or in which persons habitually work at night, every employer shall, in such workplaces, provide emergency sources of lighting which are such that, when activated, an illuminance of not less than 0.3 lux is obtained at floor level to enable employees to evacuate such workplaces: Provided that where it is necessary to stop machinery or shut down plant or processes before evacuating the workplace, or where dangerous materials are present or dangerous processes are carried out, the illuminance shall be not less than 20 lux.

The contractor must ensure that the emergency sources of lighting prescribed above:

- are capable of being activated within 15 seconds of the failure of the lighting prescribed by subregulation (1);
- will last long enough to ensure the safe evacuation of all indoor workplaces;
- are kept in good working order and tested for efficient operation at intervals of not more than three months; and
- where directional luminaires are installed, these are mounted at a height of not less than two meters above floor level and are not aimed between 10° above and 45° below the horizontal line on which they are installed.

The contractor must ensure that all rooms, stairways, passageways, gangways, basements, and other places where danger may exist through lack of natural light, to be lighted such that it will be safe.

The contractor must ensure that every workplace in his undertaking is ventilated either by natural or mechanical means in such a way that –

- the air breathed by employees does not endanger their safety;
- the time-weighted average concentration of carbon dioxide therein, taken over an eight-hour period, does not exceed one half per cent by volume of air;
- the carbon dioxide content thereof does not at any time exceed three per cent by volume of air;
- the prescribed exposure limits for airborne substances therein are not exceeded; and
- the concentration therein of any explosive or flammable gas, vapour or dust does not exceed the lower explosive limit of that gas, vapour, or dust.

2.64 Nuclear Density Gauge (Troxler)

The use of a Troxler on site must be in line with the SANS 3001 of March 2014. The SANS consists of 5 sections

The in-situ density of road construction materials is only determined in civil engineering using indirect methods such as the nuclear density gauge and sand replacement methods.

This method forms part of a set of methods used to operate nuclear gauges, and includes the following:

- a) administration, handling, and maintenance (see SANS 3001-NG1);
- b) validation of standard calibration blocks (see SANS 3001-NG2);
- c) calibration of a nuclear gauge (see SANS 3001-NG3);
- d) verification of a nuclear gauge (see SANS 3001-NG4);
- e) in situ density determination using a nuclear gauge (see SANS 3001-NG5)

When used Troxlers must be:

- Stored in a dedicated, lockable area and must have a warning signage displayed.
- Must only be transported in a dedicated vehicle with the required signage displayed and by an authorised employee that has been appointed in writing.
- Must have a Troxler Calibration Certificate in place.
- Must have a Troxler Technician Appointment on file and signed and proof of competency within the safety file.

2.65 Ergonomics Regulation of 2019

"competent person" in relation to ergonomics, means a person who– (a) has in respect of the work or task to be performed the required knowledge, training and experience in ergonomics and, where applicable, qualifications specific to ergonomics: provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and (b) is familiar with the Act and the applicable regulations made under the Act;

"ergonomic risk" means a characteristic or action in the workplace, workplace conditions, or a combination thereof that may impair overall system performance and human well-being;

"ergonomic risk assessment" means a programme, process, or investigation to identify, analyse, valuate and prioritise any risk from exposure to ergonomic risks associated with the workplace;

"ergonomics" means the scientific discipline concerned with the fundamental understanding of interactions among humans and other elements of a system, and the profession that applies theory, principles, data and methods to design in order to optimise human well-being and overall system performance;

The ergonomics regulations will apply to any employer or self-employed person who carries out work at the workplace who may expose any person to an ergonomic risk in the work place and any designer, manufacturer, importer or supplier of machinery, plant, or work systems for the work place.

An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment must be done at intervals not exceeding two years and must include the following;

- a complete hazard identification and all persons who may be affected by the ergonomic risk.
- how employees may be affected by the ergonomic risks;
- the analysis and evaluation of the ergonomic risks;
- the prioritisation of ergonomic risks.

An employer must review the relevant ergonomic risk assessment if:

- such assessment is no longer valid;
- control measures are no longer effective;
- technological or scientific advances allow for more effective control methods;
- there has been a change in –
 - the work methods;
 - the type of work carried out; or
 - the type of equipment used to control the exposure; and
 - an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.

An employer must ensure that an employee is placed under medical surveillance, which is overseen by an occupational medicine practitioner, if–

- the ergonomic risk assessment referred to in regulation 6 indicates the need for the employee to be placed under medical surveillance; or
- an occupational health practitioner recommends that relevant employees must be under Medical surveillance, in which case the employer may call upon an occupational medicine practitioner to ratify the appropriateness of such recommendation.

An employer must ensure that the medical surveillance consists of–

- in the case of a new employee, an initial health examination before the employee commences employment or within 30 days of commencement of such employment;
- a periodic health examination informed by the ergonomic risk assessment, at intervals specified by an occupational medicine practitioner, but not exceeding two years; and
- an exit health examination informed by the ergonomic risk assessment.

□ □ □ □ □ □ □ □ □ □

Both the Client and the Contractor have a duty in terms of health and safety legislation to do all that is reasonably practicable to make members of the public and others being affected by the construction processes aware of possible risks and put preventative measures in place to mitigate the risks. The public and/or visitors shall go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks.

OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: <ul style="list-style-type: none"> a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHSA	Report on Health and Safety Specification and OHSA compliance: <ul style="list-style-type: none"> a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: <ul style="list-style-type: none"> a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: <ul style="list-style-type: none"> a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHSA / Construction Regulations

Key:

OHSA – Occupational Health and Safety Act, 1993

ANNEXURE A – REQUIREMENTS FOR THE SAFETY PLAN ASSESSMENT

The Contractor must note that the information below is pertinent to the compilation of their safety plan response to this site-specific safety specification and it would be preferred if the Safety Plan is written in the order of the assessment documented below.

No	Item	Notes
1	Project Directory	Please state details of Project Client, Project Manager/Principal Agent, Safety Agent, Architect, etc. (Name, address, contact details).
2	Contractors Directory	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	Other Parties Directory	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	Project Safety Statement	The Project Safety Statement must be included in the Safety Plan.
5	Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)	Health and Safety standards must be included in the Safety Plan.
6	Project Particulars	Scope of works must be included in the Safety Plan. This is critical.
7	Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials	Please include these items in the plan. The items must be Site Specific, the location of services and services that will be affected must be mentioned.
8	Management Structure for safety on the Project	A structured organogram with names of the responsible people must be included.
9	Appointed Persons, Supervision	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	Security Procedures	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	Registers list and inspection frequency	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	Design Co-ordination	Please indicate your procedure for implementation of design changes by designer on the project, and the procedures for liaison and implementation of temporary works design on the project.
13	Contractor Co-ordination	Mention must be made of how Contractors will be co-ordinated on site to ensure that they work together and not adversely affected health and safety.

No	Item	Notes
14	Housekeeping, stacking and storage	Housekeeping policies and procedures must be included in the Safety Plan.
15	Waste Disposal Arrangements	Waste disposal arrangements procedures must be included in the Safety Plan.
16	Noise and dust control	Please indicate if any noisy operations (more than 85 decibels) will be carried out and what measures will be used to reduce noise exposure to workforce.
17	Training Requirements	Training requirements must be identified and recorded.
18	Plant and Equipment	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	Safety Monitoring Arrangements	The name, contact details and SACPCMP registration status of the Safety Officer must be included in the Safety Plan. State how often the Safety officer will be on site (note safety specification requirement in section 1.7).
20	Information for Contractors	State how information will be given to Contractors on site.
21	Consultation/communication arrangements with Employees	State how information will be given to employees e.g. notice board.
22	Selection of Contractors Procedures	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	Activities with risk to Health and Safety (Risk Assessment)	A Baseline Risk Assessment must be included in the Safety Plan, it must address the Risks identified in the Safety Specification as well as the risk of any other hazards that the Principal Contractor is aware of that are relevant to the site.
24	Hazardous Substances	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	First Aid and Medical Procedures	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	Fire and Emergency Procedures	List of emergency telephone numbers must be drawn up and included in the Safety Plan. The position of Fire Extinguishers, Assembly Point location, fire drill frequencies, numbers of fire marshals, etc.
27	Accident and Incident Reporting and investigation	State the Accident and Incident Reporting and investigation procedures of your company.
28	Welfare and Site Facilities	Elaborate on toilets and eating areas, water provision, ablution provision, how will workers be protected during wet weather conditions etc.
29	Site Rules	The Site Rules must be included in the Safety Plan.
30	Personal Protective Equipment	The necessity must be identified by Risk Assessments, the required PPE for site risks and control measures.
No	Item	Notes

32	Method Statements/Safe System of Works	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities. PLEASE NOTE THAT THIS IS PARTICULARLY RELEVANT FOR. NO WORK MAY COMMENCE UNLESS RISKS AND CONTROL MEASURES HAVE BEEN APPROVED BY THE PROFESSIONAL TEAM. REFER TO SECTION 2.61 OF THIS SAFETY SPECIFICATION.
33	Permits and wayleaves	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	Fall Prevention and Protection Plan and Fall Rescue Plan	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	Demolition method statement	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	Confined spaces	The Principal Contractors' procedures for managing access, egress and work in confined spaces must be specified in the Safety Plan. Includes permit procedures, air monitoring, PPE, etc.
37	Safety Representatives and Safety Committees	When a project has more than 20 employees a designated employee must be chosen by the labourers to represent them. A safety committee must be established if 2 or more safety representatives are appointed. Please note Safety Specification requirements regarding this section (section 2.12).
38	Have the significant hazards from the safety specification been addressed?	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	Safety File - Safety Policies in File and Signed by 16(1) CEO.	Safety Policies must be signed and explained to employees.
40	Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	Safety File - Signed copy of the 37.2 Mandatory Agreement	A 37.2 Mandatory Agreement needs to be signed between the Client and the Principal Contractor.
42	Safety File - Appointment letter from Client (as well as 5.1.K)	The Client must appoint the Principal Contractor in writing.
43	Safety File – Notification / Permit	A copy of the Annexure 2 Notification (and proof of submission) to Department of Labour must be available. This can be in the form of a Department stamp, email, or copy of Construction Work Permit.

ANNEXURE B – LEGAL APPOINTMENTS

The contractor shall make the following appointments, as required:

Chief Executive Officer (OSH Act 16(1))
Contract Director/Manager (OSH Act 16(2))
Construction Manager (CR 8(1))
Construction Supervisor (CR 8(7))
Assistant Construction Supervisor (CR 8(8))
Construction Safety Officer (CR 8(5))
Traffic Safety Officer
Safety Representative (where > 20 employees on site)
Temporary work Designer (CR 12(1))
Temporary work Supervisor (CR12(2))
Construction risk assessor (CR 9(1))
Excavation Supervisor (CR13(1)(a))
Demolition Supervisor (CR14(1))
Scaffold Supervisor (CR16(1))
Suspended Platform Supervisor (CR17(1))
Material Hoist Inspector (CR19(8)(a))
Material Hoist Operator (CR19(6))
Bulk Mixing Plant Supervisor (CR20(1))
Bulk Mixing Plant Operator (CR20(2))
Controller of Explosive Actuated Fastening Devices Nails, Cartridges or Studs Issue and Collection (CR21(2)(g)(1))
Construction Vehicle and Mobile Plant Operator (CR23(1)(d)(i))
Controller of Temporary Electrical Installations (CR24(c))
Stacking Supervisor (CR28(a))
Fire Extinguishing Equipment Inspector (CR29(h))
Fall Protection Plan Developer (CR 10(1)(a))
Incident Investigator (OSH Act 9(2))
Competent Person – Confined Spaces (GAR 5(1))
COVID 19 – Compliance Officer and COVID 19 – Manager (to address employees concerns and keep them informed re)

ANNEXURE C - BASELINE RISK ASSESSMENTS

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

Probability X Frequency X Consequences = Criticality Rating

P Scale: 2 Unlikely, 4 Remote possibility, 6 Probable, 8 highly probable, 10 Inevitable F Scale: 2 Yearly, 4 monthly, 6 weekly, 8 once a day, 10 Many times a day

C Scale: 2 Negligible, 4 Marginal, 6 Serious, 8 Critical, 10 Catastrophic

Risk Rating:

H = High – 97 >, M = Medium – 46 > 96, L= Low – 0 > 45.

- **Risk Assessment Methodology:**
Rating the risks

Quantitative risk assessments produce a probability estimate based upon known risk information applied to the circumstances being considered. They can be found in 'safety cases' in high-risk industries where, for example, they might indicate the probability of a nuclear incident or serious chemical leak.

Qualitative assessments are subjective, based on the personal judgement of the assessor, backed by more general information about probability. These are much simpler to make, and are those normally referred to by legal requirements.

A descriptive approach simply uses words such as 'insignificant', 'low', 'medium' and 'high' in their normal sense to evaluate the product of the likely severity of the outcome and the probability of its occurrence. Most people have an appreciation of what 'Medium Risk' means for them in their business context and can appreciate that with controls in place the risk should be lowered – preferably to 'Insignificant' or at the least to 'Low'. In this assessment, we have used a Descriptive Approach.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
1.	Asbestos Cement Pipes	Release of asbestos fibres	$P \times F \times C = 128 = H$	<ul style="list-style-type: none"> • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons, as applicable • damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
2.	Asbestos Cement Removal	Personnel falling from height Debris falling from height Falls of equipment or tools Release of asbestos fibres	$P \times F \times C = 128 = H$	<ul style="list-style-type: none"> • Notice to be erected informing personnel of fragile roofs, as applicable • Ensure safe access and egress is provided • Erect physical barriers to prevent entry by unauthorised persons and falls from height, as applicable • Roof sheets to be sprayed with water to prevent fibre release, where feasible • Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release • Personnel involved to wear asbestos respiratory protection • Exclusion zone may be required under area of sheet removal to prevent injury from falls of material from height • Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.
3.	Asphalting	Fire Burns to skin Skin disease	$P \times F \times C = 128 = H$	<ul style="list-style-type: none"> • Suitable fire extinguisher to be in place prior to commencement of works • Ensure competent personnel using materials and competent and trained machinery/equipment operators • Ensure there is a safe place of work at all times • Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) including safety boots, reflective vests and gloves • Health and Safety data sheet required
4.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	$P \times F \times C = 24 = L$	<ul style="list-style-type: none"> • Use only trained personnel • Safe means of access to be provided • Safe/Suitable working platform required where working at height • PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination

5.	Brushcutting	Injury from contact with blade/nylon Fire (where petrol used) Electrocution (where electrical tool used)	P x F x C = 192 = H	<ul style="list-style-type: none"> • Person using brushcutter must be trained and competent • Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat • Brushcutter must be in good condition and maintained • Adequate supervision on site at all times. • No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)
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6.	Chainsaw Use	Falling tree or branches causing injury to persons Incorrect use of chainsaw causing injury	$P \times F \times C = 128 = H$	<ul style="list-style-type: none"> Person using chainsaw must be trained and competent Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat, chainsaw trousers and jacket Chainsaw must be in good condition including guards. Clear area below area of chainsaw use and where tree felling. When using chainsaw at height practice safety procedures.
7.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Trained banksman to control vehicles movement Only trained personnel use plant Personal Protective Equipment to be worn Personnel to stand clear as materials are being tipped Use stop blocks and signs to warn vehicles of excavations, where applicable Stand clear of plant whilst materials are being compacted Establish position of underground services and protect services from damage
8.	Compactor Operations	Crushing of feet	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Only trained and competent personnel to use the machine Ensure operative wears steel toe cap shoes or boots at all times
9.	Concrete Pumping	Sprains and strains Hit by pump Concrete burns Collapse/bursting of structure	$P \times F \times C = 192 = H$	<div>□</div> <ul style="list-style-type: none"> Personnel to be in clear vision of pump operator Trained pump operator Personnel working with the concrete to wear the appropriate personal protective equipment to protect against cement burns Design of structure being loaded to be approved by competent designer and inspected before, during and after loading Pump to be well maintained
10.	Confined Spaces	Suffocation Fumes	$P \times F \times C = 128 = H$	<ul style="list-style-type: none"> Ensure that confined space is sufficiently ventilated Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality Test oxygen levels in confined space to ensure that is safe for entry Ensure that emergency procedures in place
11.	Crusher Operation	Dust Noise Flying particles Contact with machinery/equipment Contact with substance being crushed	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Only trained and competent personnel to use the equipment Appropriate protective equipment must be worn, including eye, ear, respiratory and head protection at all times. Dust suppression measures to be employed. Crusher must be fitted with guards to prevent unauthorised access. All access ways must be fitted with adequate guard rails to reduce chance of injury from falls from height. No person to enter dump hopper to release blockage unless feeder mechanism is stopped and isolated. Another person to be in attendance to ensure tipping does not

				take place. Control of crusher is duty of crusher attendant and only that person can give dump signal.
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
12.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Only trained operators to use saw and change blades. Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection. People to be kept away from the work area. Work to cease if people have to pass. Sparks, etc. to be directed away from people and any flammable material.
13.	Contaminated Land (Working in)	Inhalation of toxic vapours Contact with toxic solids	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Specific advice to be sought from safety advisor
14.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Use competent personnel. Hot works control- fire extinguisher, fire watchman. (Permit may be required) PPE to include gloves, eye protection, hearing protection Solid working position. Clear working area Correct grade of blade must be used. Good ventilation to be provided (forced if necessary). Changing of wheels to be by competent persons only Cut off discs must not be used for grinding (grinding disc thicker) Bystanders to wear hearing protection, as applicable
15.	Demolition	Falling materials Premature collapse of structure	$P \times F \times C = 288 = H$	<ul style="list-style-type: none"> Ensure there is a current method statement in place Ensure all emergency procedures are in place and all details are displayed Ensure that structural demolition has been approved by the designer and site management Personnel must be competent Ensure at all times there is a safe means of access and egress All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye and skin protection
16.	Diesel	Fire Explosion Skin disease	$P \times F \times C = 288 = H$	<ul style="list-style-type: none"> Suitable fire extinguisher to be in place prior to commencement of works Ensure competent personnel using materials and competent and trained machinery/equipment operators Ensure there is a safe place of work at all times Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) Health and safety data sheet required

17.	Electrical Commissioning	Electric shock	P x F x C = 192 = H	<ul style="list-style-type: none"> • Personnel to comply with permits to work issued by Client • Personal protective equipment to be worn by employees to prevent electric shock • First aid treatment to be readily available • Only competent and trained persons may decommission or commission electrical equipment
18.	Electric Tools and Electrical Installations	Electric shock Fire	P x F x C = 192 = H	<ul style="list-style-type: none"> • Electric tools and installations to be in good condition • Inspect electric tools before use • Do not use electric tools in wet/damp conditions • Use personal protective equipment such as insulated gloves • Electrical installations register to be maintained, inspected by competent person

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
19.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> • Deep excavations / monitor air for toxic fumes • Prevent collapse by battering back sides to a safe angle or install temporary support • Protect vehicles from falling into excavations – provide barriers, signage, etc as necessary • Beware of undermining of other structures (eg: buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Provide suitable means of access/egress in case of emergency. • Excavations formed by explosives must be accompanied by method statement approved by Client
20.	Explosive Actuated Fastening Devices	Noise Being struck by cartridge or fixing	$P \times F \times C = 216 = H$	<ul style="list-style-type: none"> • Operators to be trained, competent and wear appropriate protective equipment, e.g. goggles, gloves, ear defenders, head protection. • Cartridge gun to be in good condition, inspected for damage and faults regularly and results entered into register • Used and unused cartridges and cartridge gun should be kept in secure place when not in use, maintain register for return and issue.
21.	Explosive use	Injuries to personnel, passers- by by blast Property damage	$P \times F \times C = 216 = H$	<ul style="list-style-type: none"> • Blaster must have all relevant permits, permissions, and licences in place before blasting. • Method statement must be approved. • Maintain exclusion zone around perimeter of blasting, warn persons away, erect warning signage and barriers. • Obtain permission from local authority and police. • Blaster must be competent in blasting • Ensure that blasting does not affect stability of adjacent structures/buildings
22.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	$P \times F \times C = 24 = L$	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
23.	Flammable Liquids and Gases (Use of)	Fire Explosion	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • Have a working fire extinguisher at hand at all times. • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices • Equipment must be in good condition, maintained • Personnel using substances must be trained in safe use and risks

24.	Fragile Materials	Persons or items falling through fragile materials	P x F x C = 24 = L	<ul style="list-style-type: none"> • All fragile materials to be identified and protected prior to work commencing. • Protection to include either covering the fragile materials or excluding activity. • Any coverings to be secured in place • The location of the fragile materials to be indicated by signage
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
25.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	$P \times F \times C = 24 = L$	Ensure: <ul style="list-style-type: none"> • Tool is correct for job • Tool is in good order and suitably sharp • Personnel must be competent/instructed in tool usage and tool safely • Lighting is sufficient • Access is safe, working platform is secure, leading edge is guarded • Operative is wearing all necessary PPE
26.	Hazardous Substances	Injuries to workers through use of hazardous substances, eg: injuries to eyes, skin, etc	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> • Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc) • Know what First Aid measures are • Have welfare facilities available for washing of hands, etc
27.	Hot Works	Burns to eyes or other parts of the body	$P \times F \times C = 96 = M$	<ul style="list-style-type: none"> • Personal Protective Equipment to include eye, skin and hearing protection • Respirator maybe be required where cutting galvanized steel or anywhere else toxic fumes and gases arise. Dust can also be a problem and forced ventilation may be required.
28.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	$P \times F \times C = 96 = M$	<ul style="list-style-type: none"> • Impervious gloves and barrier cream to be used to protect hands. • Personnel should be aware of safe manual handling techniques when handling kerbs.
29.	Lead – working with; removal of tiles	Toxic effects from exposure to lead and its compounds Risk of inhalation, ingestion and absorption Personnel falling from Height Debris falling from height	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> • Demarcation of the workplace • Restriction of entry by unauthorised persons • Restriction of substances that can release airborne lead to certain areas. • Limit number of workers exposed to lead • Regular cleaning of workplaces and equipment • All employees who are exposed to lead must be provided with suitable and adequate protective clothing and respirators where applicable • Lead is to be packed in impermeable containers that are tightly sealed and clearly marked for removal • The need for medical surveillance and the nature thereof is to be based on both the risk assessment and air monitoring results and safety legislation.

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
30.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	$P \times F \times C = 800 = H$	<ul style="list-style-type: none"> • Check test certificate • Check examination certificate • Check inspection have been carried out • Check certificates for lifting equipment (chains, slings, shackles, etc) • Ensure lifting gear is rated to carry load (SWL) • Ensure materials being lifted are properly packaged and slung. • Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped. • Access to the work area during lifting operations is to be restricted to those involved with and trained in the work in hand. Do not allow members of the public to gain access to the area. • Only trained banksmen to be used. • The crane driver and the banksman are to ensure that the signals given are clearly understood.
31.	Manhole Rings and Pipes Storage	Rolling of rings Collapse of pipes Crushing of persons Stock pile collapse	$P \times F \times C = 96 = M$	<ul style="list-style-type: none"> • Manhole rings must be stored flat to prevent them being rolled. • Banks of pipe stock piles are not to be broken until they are ready for use. • Personnel must stand to the side when breaking bands so as not to be hit by falling pipes. • Pipes must be wedged to prevent rolling <input type="checkbox"/>
32.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/ tripping Contamination from the substance being carried Fall of material being carried	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> • Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, eg: safety footwear and gloves. • Ensure good housekeeping against tripping/fall hazards. • Operative to get assistance if load too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of operative and load being carried. • Personnel to ensure item being carried is properly bonded or is not be liable to break apart whilst being manually handled. <input type="checkbox"/>

33.	Material Hoist	Mechanical failure Overloading Hoist gateway being left open at landings	P x F x C = 640 = H	<ul style="list-style-type: none"> • Safe working limit to be indicated on hoist. • Hoist operator to be trained/ competent. • Regular maintenance and inspection of hoist by competent person • Records of maintenance and inspection to be maintained. • Hoist gate should be fitted with mechanical and electrical interlocking devices.
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
34.	Members of Public – Protection of	Injury to member of public and road users from site works	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Barriers and signage to be in place Workers must warn away any members of public from the works Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public Traffic turning into site – traffic management and signage as required. Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible Refer to plant risk assessment for details on plant safety precautions NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
35.	Mobile Crane Erection and Dismantling and Use	Collapse of structure Overturning of structure Falling materials	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Ensure emergency procedures are in place and all operative are aware of the details Only use trained and competent operators for the erection and dismantling and use of cranes Ensure crane driver is trained and holds certification as proof. Must have valid medical certificate of fitness. Ensure there is safe means of access available at all times Ensure the mobile crane driver has 360° vision if not ensure a fully trained banksman is used Banksman to wear reflector vest to identify himself to the crane driver Ensure all personnel wear suitable and sufficient personal protective equipment Consider creating exclusion areas
36.	Night Work	Security Lighting	$P \times F \times C = 216 = H$	<ul style="list-style-type: none"> The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.
37.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	$P \times F \times C = 384 = H$	<ul style="list-style-type: none"> Wear respiratory and hearing protection Dampen down and minimise dust where possible.

38.	Overhead Services (Working near)	Contact with live services causing injury to personnel Damage caused to services	P x F x C = 96= M	<ul style="list-style-type: none"> • Maintain safe clearance levels • Establish presence of any services via proper walk through survey of site and/or means of service drawings • Wear personal protective clothing • Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services • Obtain information on clearance levels from service provider
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
39.	Painting	Contact with paint	$P \times F \times C = 96 = M$	<ul style="list-style-type: none"> Refer to safety data sheet for usage instructions, hazards and precautions required. When working at height, refer to risk assessment addressing this hazard below.
40.	Paving (Laying)	Impact injuries from tile / mallet Caustic burns Sore knees Cuts from cutter	$P \times F \times C = 96 = M$	<ul style="list-style-type: none"> Impervious gloves to be worn/ barrier cream to be used Kneelers or similar to be available Personal protective equipment to be worn – for example if saw used to cut pavers
41.	Piling	Falls Struck by machines Exposure to noise	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Personnel to be trained and competent, piling rig to be in safe condition and inspected on daily basis on register by competent person Empty piling holes not to be left unguarded Only approach piling plant on signal from operator Personnel to wear personal protective equipment such as ear plugs
42.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Implement traffic protection measures Trained and competent operators must be used Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition. Medical certificates of fitness required for construction plant. Crossing of road by construction vehicles or machines must be limited to the practical minimum Plant and vehicles must be fitted with amber rotating beacons and reverse alarms. Wear appropriate protective clothing/equipment, eg: goggles, gloves, ear defenders, etc as appropriate.
43.	Plastering	Falling materials Fall from height Contact with materials	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Ensure standard safety procedures are followed Ensure there is a safe working area Ensure safe access and egress Ensure competent personnel are used

44.	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	$P \times F \times C = 64 = M$	<ul style="list-style-type: none"> • Ensure standard safety procedures are followed at all times • Only use trained and competent personnel • Ensure there is a safe working area at all times • Ensure materials are stored neatly • Ensure there is safe access and egress at all times • Ensure all personnel wear suitable and sufficient personal protective equipment • Consider a hot works permit system prior to commencing any hot works • Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
45.	Precast Slab / Unit Laying and Fixing	Falls Falling materials Manual Handling	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Emergency procedures in place and personnel explained details Use competent personnel Ensure suitable and sufficient access and egress is provided Safe place of work must be provided Ensure all personnel wear correct personal protective equipment Exclusion zone may be required for protection against risk of falling objects
46.	Working next to Railway line/in Railway reserve	Risk of being struck by train Damage to track or Railway property by works	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Specific advice to be sought from safety advisor
47.	Road Construction	Risk of being struck by vehicles	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Ensure traffic management measures in place No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. Crossing of road by personnel must be limited to the practical minimum Use of fencing or other barriers as appropriate
48.	Road Marking	Contact with moving vehicles Fire	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Ensure suitable and sufficient road signs are erected, as applicable Possible road or lane closure may be required – traffic management may be required Fire Extinguisher to be situated in a suitable area, use dry powder or foam
49.	Road Working – working in or next to road	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site. Traffic management plan to be approved by Municipality and, if necessary, traffic department No construction activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. Use safety signage to warn traffic and pedestrians of construction works Where existing walk ways/pavements affected by works, must direct pedestrian traffic away to safe walking area. Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. Crossing of road by personnel must be limited to the practical minimum Use of fencing or other barriers as appropriate

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
50.	Rope access	Personnel falling from height Falling debris Those beneath being injured	$P \times F \times C = 640 = H$	<p>Ensure:</p> <ul style="list-style-type: none"> competent person appointed in writing to supervise all rope access work on the site, compliance to Construction Regulations 2014, particularly regulation 18 and 10; ensure all rope access work is carried out under supervision of a competent person; all rope access operators are competent and licensed to carry out their work. the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act Site specific fall protection plan has been developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations. adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.
51.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Ensure scaffold is designed to take the imposed loads scaffolding is constructed properly scaffold is not overloaded scaffolders are fully trained scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis scaffolders must adhere to the safe systems of work. all fall arrest equipment to be checked and certified in good working order that ALL understand the safe system of work
52.	Shuttering Walls, Beams, Columns	Falling from height Falling materials from height Cuts and abrasions from splinters and nails	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Ensure all personnel wear the appropriate Personal Protective Equipment Ensure at all times there is a safe working platform Use only trained and competent personnel If electrical tools are being used ensure they have been tested and safe to use Ensure timber is de-nailed after use Ensure safety standards are followed at all times Ensure there is a safe means of access and egress at all times

53.	Site Establishment	Injuries during off loading Damage to Property	P x F x C = 64 = M	<ul style="list-style-type: none"> • competent personnel to be used in offloading personnel • unauthorised personnel to be kept away from area, use barriers and signage as necessary • unloading and establishment to be under control of competent supervision • all equipment and tools used for unloading and site establishment to be in good condition and maintained • safe access and egress to be maintained, traffic management to be considered. • All electrical equipment to be in safe condition • Workers to use safe manual handling techniques when unloading/loading/lifting items
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
54.	Site Strip	Overtuning Vehicles	$P \times F \times C = 64 = M$	<ul style="list-style-type: none"> Follow standard safety procedures Only use trained and competent personnel Ensure there is a suitable and safe means of access and egress Ensure banksman used when required Ensure all personnel wear suitable reflector vests as required
55.	Snakes	Snake bite	$P \times F \times C = 64 = M$	<ul style="list-style-type: none"> Qualified first aider required for site who can treat snakebite Snake bite kit to be on hand Check area before working Find out nearest hospital and get emergency telephone numbers.
56.	Steel Erection	Falls from height Falling components Contact injuries from falling lifting equipment	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> Adhere to all general precautions for working at height (See risk assessment below) Barrier off / exclude area below work All lifting appliances to be examined and inspected Inspection register in place and up to date All personnel to be trained and competent and wear clipped on safety harnessed when working at height Ensure that lifting equipment (slings, chains, shackles) test certificates are current and on site. Competent persons only to connect loads and direct plant
57.	Steel Fixing	Back injuries caused by manual handling Eye injuries from tie wire Trips / falls Falling form height	$P \times F \times C = 640 = H$	<ul style="list-style-type: none"> PPE must include safety boots and goggles Manual handling training may be required Care to be taken when working near over head lines Use only trained personnel Provide safe means of access Maintain and regularly inspect all lifting appliances and equipment Cap starter bars to prevent injuries where feasible Construct scaffold walk ways to cross reinforcing mesh, as required
58.	Street Lighting	Contact with vehicles Electrical Shock Collapse of columns	$P \times F \times C = 64 = M$	<ul style="list-style-type: none"> Ensure competent personnel are used Area to be kept clear – keep unauthorised persons away Plant and lifting equipment to be maintained as per risk assessments above Electrical connections to be done by qualified personnel only
59.	Temporary Works – shoring, scaffold, falsework, formwork	Collapse of form work	$P \times F \times C = 192 = H$	<ul style="list-style-type: none"> Wear personal protective equipment such as gloves and goggles Formwork must be built by trained person and also be inspected by competent person and results entered into register on site

No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
60.	Tower (Mobile Aluminium Tower) Scaffold	Over Turning Falls	$P \times F \times C = 800 = H$	<ul style="list-style-type: none"> • Tower to be on firm level ground with wheels or feet properly supported. • Height not to exceed 3 times the base dimension. i.e. 2x3m Base Tower not exceed 6m. • Erection by competent person • Inspection before first use • Weekly record of inspection required • Guard rails and Toe boards as per normal scaffolds • Beware when moving of overhead obstructions, such as power lines • Never move in strong winds
61.	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	$P \times F \times C = 800 = H$	<p>Ensure</p> <ul style="list-style-type: none"> • Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence • An enclosed vehicle must be used for transport of the gauge • After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed • Warning signage to be displayed at entrance to store indicating presence of radioactive material • Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.
62.	Underground Services	Striking of buried services	$P \times F \times C = 216 = H$	<ul style="list-style-type: none"> • Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (eg: Municipality or ESKOM) when planning work. • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services

63.	Working at Height	Personnel falling from height Falling debris Those beneath being injured	$P \times F \times C = 800 = H$	<ul style="list-style-type: none"> • All access equipment is properly constructed (inspections record must be maintained) • Only trained personnel construct, dismantle or control the access equipment • All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding • No access equipment may be loaded above the level of the guardrail • No access equipment to be loaded above its safe working load • Where work involves leaning out on an open leading edge, then all personnel are to be fitted with full body harness. The harness must be connected at all times • All fall arrest equipment to be correctly maintained • Ensure if ladders are being used for access, they are either footed or tied. Also the ladder must be set at the correct level of 1 in 4 or approximately 75°
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No	HAZARD	RISK	RISK RATING (High / Medium / Low)	MINIMUM CONTROL MEASURES
64.	Work over or next to Water	Drowning	$P \times F \times C = 216 = H$	<ul style="list-style-type: none"> Evaluate depth of water, height above water that work takes place, whether workers can swim or not and then determine safety precautions required: these may include such measures such as barriers, signage, life belts, safety harnesses, etc. When working on river/harbour/dam edge - erect life saving devices and barriers to protect workers and vehicles (stop blocks may also be required). Only trained and competent persons to be used.
65.	Working with Effluent	Contact with effluent causing sickness or disease	$P \times F \times C = 216 = H$	<ul style="list-style-type: none"> ensure good hygiene facilities personnel to be competent in work activity personnel to wear appropriate personal protective equipment such as goggles, overall, gloves and goggles
66.	Include any other items not included in above into this section	Include any other items not included in above into this section		Include any other items not included in above into this section



ANNEXURE F – SAFETY SPECIFICATION AND BASELINE RISK ASSESSMENT ISSUE REGISTER

Date of Original Safety Specification Compilation	Compiled By	Issue Date

Revision Summary	Revised By	Revision Date



Acknowledgement:

I, _____ representing
_____(Contractor), have satisfied
myself with the content of this Health and Safety Specification and shall ensure that our employees and contractors
on site comply with the requirements of this document, our safety documentation and
health and safety legislation.

Signature of Contractor

Date

Comments:



PART C2 PRICING DATA

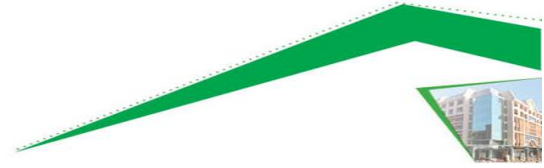


PART C2.1: PRICING INSTRUCTIONS



C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website (<http://www.publicworks.gov.za/> under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document



- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.



17. The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).



C2.2: PRELIMINARIES & BUILDING WORKS

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER
FOR REPAIRS OF PALISADE FENCING TO MATCH
WITH THE EXISTING AT QUMBU DEPOT.**



ITEM NO		QUANTITY	AMOUNT
	<u>BILL NO. 1</u>		
	-		
	<u>PRELIMINARIES</u>		
	<u>BUILDING AGREEMENT AND PRELIMINARIES</u>		
	<p>The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described</p> <p>The JBCC Principal Building Agreement contract data form an integral part of this agreement</p> <p>The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described</p> <p>The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause</p>		



The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents



PREAMBLES FOR TRADES

User note

*The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated descriptions utilized in these bills of quantities by inter alia referring to SANS construction standards. **Where such preambles are not applicable** (e.g. where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the Standard System of Measuring Building Work (seventh edition) for works within South Africa or the Standard Method of Measuring Building Work for Africa 2015 (first edition) for works elsewhere in Africa, represent the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications*

Note that the text of the Standard System of Measuring Building Work (seventh edition) and that of the Standard Method of Measuring Building Work for Africa 2015 (first edition) is the same

The latest version of the General Preambles for Trades should be referred to should the



General Preambles for Trades 2017 be revised in future

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained. Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles. The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement



Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

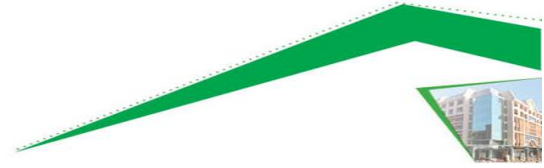
Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

- 1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities



The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

Abbreviated descriptions



The items in these **bills of quantities** utilize abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**



	F:..... V:..... T:.....	Item
2	<p>Clause 2.0 - Law, regulations and notices</p> <p><u>User note</u></p> <p><i>Insert the following for <u>residential developments</u> only</i></p> <p>NHBRC levies</p> <p>The employer shall allow for and pay any levies required by the National Home Builders Registration Council (NHBRC). The contractor warrants that he is registered and will maintain registration with the NHBRC for the duration of this agreement [2.1]</p> <p>F:..... V:..... T:.....</p>	
3	<p>Clause 3.0 - Offer and acceptance</p> <p>F:..... V:..... T:.....</p>	Item
4	<p>Clause 4.0 - Cession and assignment</p> <p>F:..... V:..... T:.....</p>	Item



5 Clause 5.0 - Documents

Value Added Tax

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

Clause 5.4 is deemed to be deleted

The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any.

User note

All drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]

F:..... V:.....
T:.....

Item

6 Clause 6.0 - **Employer's agents**

User note



Delegated authority may be dealt with in B 5.0 of the contract data. Insert in the contract data "Refer to Bill No. 1 (Preliminaries)" should it be dealt with in Bill No. 1

Delegated authority

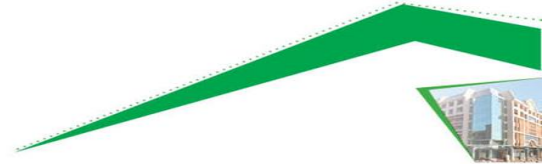
The authority of the **principal agent** to issue **contract instructions** [17.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [6.2]. This does not preclude the **principal agent** from issuing such **contract instructions**: ?

User note

1. Architect

User note

Insert the following but remove where the consultant is not relevant to this agreement. Edit both the duties and the contract instructions of the consultant in keeping with the wishes of the principal agent



Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

1.1 Duties [6.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 **Contract instructions** [6.2; 17.1] :

1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

1.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

1.2.3 The **site** [13.0]

1.2.4 Compliance with the **law**, regulations and bylaws [2.1]

1.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**



1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

1.2.7 Removal or re-execution of work

1.2.8 Removal or substitution of any **materials and goods**

1.2.9 Protection of the **works**

1.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

1.2.11 Rectification of **defects** [21.2]

1.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

1.2.13 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**

1.2.14 Appointment of a **subcontractor** [14.0; 15.0]

1.2.15 Work by **direct contractors** [16.0]

1.2.16 On suspension or termination, protection of the **works**, removal of



construction equipment and surplus materials and goods [29.0]

2. Quantity surveyor

User note

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

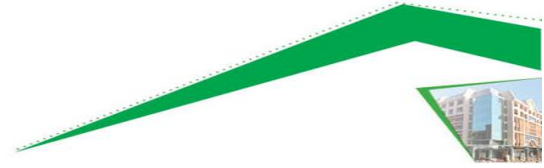
2.2.1 No **contract instructions** delegated to the quantity surveyor

3. Civil and structural engineer

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

3.1 Duties [6.2] :



The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

3.2 **Contract instructions** [6.2; 17.1] :

3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

3.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

3.2.3 The **site** [13.0]

3.2.4 Compliance with the **law**, regulations and bylaws [2.1]

3.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work



3.2.8 Removal or substitution of any
materials and goods

3.2.9 Protection of the **works**

3.2.10 Making good physical loss and repairing
damage to the **works** [23.2.2]

3.2.11 Rectification of **defects** [21.2]

3.2.12 A **list for practical completion**
specifying outstanding or defective work to be
rectified to achieve **practical completion**, a **list**
for completion and a **list for final completion**
specifying outstanding or defective work to be
rectified to achieve **final completion**

3.2.13 Expenditure of **budgetary allowances**,
prime cost amounts and **provisional sums**

4. Mechanical engineer

User note

*Note that the contract instructions hereinafter
are selected from those listed in clause 17.1 of
the JBCC PBA*

4.1 Duties [6.2] :



The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 **Contract instructions** [6.2; 17.1] :

4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

4.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

4.2.3 Compliance with the **law**, regulations and bylaws [2.1]

4.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]



4.2.6 Removal or re-execution of work

4.2.7 Removal or substitution of any
materials and goods

4.2.8 Protection of the **works**

4.2.9 Making good physical loss and repairing
damage to the **works** [23.2.2]

4.2.10 Rectification of **defects** [21.2]

4.2.11 A **list for practical completion**

specifying outstanding or defective work to be
rectified to achieve **practical completion**, a **list
for completion** and a **list for final completion**
specifying outstanding or defective work to be
rectified to achieve **final completion**

4.2.12 Expenditure of **budgetary allowances**,
prime cost amounts and **provisional sums**



5. Electrical engineer

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 **Contract instructions** [6.2; 17.1] :

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

5.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**



5.2.3 Compliance with the **law**, regulations and bylaws [2.1]

5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any **materials and goods**

5.2.8 Protection of the **works**

5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

5.2.10 Rectification of **defects** [21.2]

5.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

5.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**



6. Wet services engineer

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

6.1 Duties [6.2] :

The wet services engineer is responsible for all aspects of wet services engineering design and quality inspection of the **works**

6.2 **Contract instructions** [6.2; 17.1] :

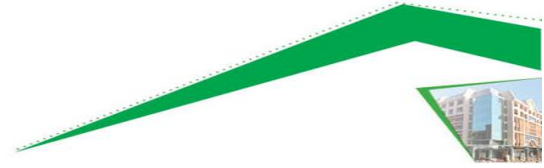
6.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

6.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

6.2.3 Compliance with the **law**, regulations and bylaws [2.1]



- 6.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 6.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 6.2.6 Removal or re-execution of work
- 6.2.7 Removal or substitution of any **materials and goods**
- 6.2.8 Protection of the **works**
- 6.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 6.2.10 Rectification of **defects** [21.2]
- 6.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 6.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**



7. Fire consultant

User note

Note that the contract instructions hereinafter are selected from those listed in clause 17.1 of the JBCC PBA

7.1 Duties [6.2] :

The fire consultant is responsible for all aspects of rational fire design and quality inspection of the **works**

7.2 **Contract instructions** [6.2; 17.1] :

7.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

7.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

7.2.3 Compliance with the **law**, regulations and bylaws [2.1]



7.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

7.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

7.2.6 Removal or re-execution of work

7.2.7 Removal or substitution of any **materials and goods**

7.2.8 Protection of the **works**

7.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

7.2.10 Rectification of **defects** [21.2]

7.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

7.2.12 Expenditure of **budgetary allowances**, **prime cost amounts** and **provisional sums**



8. Health and safety consultant

User note

8.1 Duties [6.2] :

The health and safety consultant is responsible for all aspects of health and safety of the **works**. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**. He shall:

8.1.1 Act as the **employer's agent** in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended

8.1.2 Prepare and update the health and safety specification for the **works**

8.1.3 Agree with the **contractor** the health and safety plan for the **works**



	8.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations 8.1.5 Stop the execution of the works where the agreed specification or plan is not adhered to. F:..... V:..... T:.....	Item
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item
	<u>Insurances and securities (A8-A11)</u>	
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item



10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item
11	Clause 11.0 - Securities <u>User note</u> Guarantee for payment The employer shall provide to the contractor a guarantee for payment in the amount ofRand (R.....) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10] <u>User note</u> <i>Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:</i>	



Extension of waiver of lien

The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times
[11.10]

F:..... V:.....

T:.....

Item

Execution (A12 - A17)

12 Clause 12.0 - Obligations of the **parties**

Office accommodation

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [12.2.18]

Notice board

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the



professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [12.2.18]

Statutory and other notices

The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

F:..... V:.....
T:.....

Item

13 Clause 13.0 - Setting out

F:..... V:.....
T:.....

Item



14	Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item
15	Clause 15.0 - Selected subcontractors F:..... V:..... T:.....	Item
16	Clause 16.0 - Direct contractors Attendance on direct contractors In respect of direct contractors the contractor shall: <ol style="list-style-type: none">1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials2. Allow the use of personnel welfare facilities, where provided3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation	



	<p>4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1]</p> <p>F:..... V:..... T:.....</p>	Item
17	<p>Clause 17.0 - Contract instructions</p> <p>Site instructions</p> <p>Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor</p> <p>F:..... V:..... T:.....</p> <p><u>Completion (A18 - A24)</u></p>	Item
18	Clause 18.0 - Interim completion	N/A
19	<p>Clause 19.0 - Practical completion</p> <p>F:..... V:..... T:.....</p>	Item



20	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item
23	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2] F:..... V:..... T:.....	Item



24	<p>Clause 24.0 - Penalty for late or non-completion</p> <p>F:..... V:..... T:.....</p> <p><u>Payment (A25 - A27)</u></p>	Item
25	<p>Clause 25.0 - Payment</p> <p>Prices submitted</p> <p>Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing</p> <p>F:..... V:..... T:.....</p>	Item



26

Clause 26.0 - Adjustment of the **contract value**
and **final account**

Fluctuations in costs

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [26.9.5]

User note

Insert the following or similar clause where tenant installation/user requirements may be delayed or omitted

Tenant installation/user requirements delayed

There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to **practical completion**. Should the **contractor** be instructed to do so he shall execute this work under the conditions pertaining to this **agreement** on the basis that a separate amount for **preliminaries** appurtenant to this work (if applicable) is agreed to between the **contractor** and the **principal agent** and on condition that instruction to proceed with such work is given to him within a period of



three (3) calendar months after the date of
practical completion of the **works**

The **employer** reserves the right to omit such work without compensation to the **contractor** for loss of profit or any other loss which the **contractor** may suffer as a result of such omission

Cost of claims

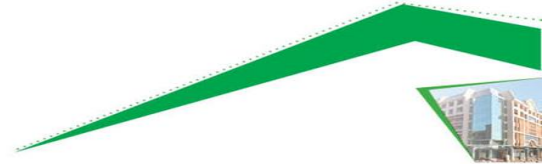
All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6 & 7] from making a determination on costs

Claims from subcontractors

The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]

F:..... V:.....
T:.....

Item



27	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:..... <u>Suspension and termination (A28 - A29)</u>	Item
28	Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....	Item
29	Clause 29.0 - Termination F:..... V:..... T:..... <u>Dispute resolution (A30)</u>	Item
30	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item



31 **Agreement**

The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **agreement** by the **parties**

F:..... V:.....
T:.....

Item

32 **Contract data**

User note

Tenderer's selections

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**

User note

All information for the above requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor

F:..... V:.....
T:.....

Item



SECTION B: GENERAL PRELIMINARIES

User note

Amendments, modifications, corrections or supplements to the General Preliminaries in Section B should be recorded in the contract data

Should it be necessary to expand on any of the General Preliminaries clauses, the user should list the appropriate General Preliminary clause number and heading and insert the relevant provision under a suitable heading in bold as may be necessary

Definitions and interpretation (B1)

33 Clause 1.1 - Definitions

F:..... V:.....
T:.....

Item

34 Clause 1.2 - Interpretation

F:..... V:.....
T:.....

Item



	<u>Documents (B2)</u>	
35	<p>Clause 2.1 - Checking of documents</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item
36	<p>Clause 2.2 - Provisional bills of quantities</p> <p><u>User note</u></p> <p>Multiple procurement</p> <p>These bills of quantities are in multiple procurement format ie the "wet trades" - earthworks, concrete, formwork and reinforcement, precast concrete, masonry, waterproofing and sub-surface drainage - are provisionally (fully) measured and the subsequent trades are budgetary allowances and/or provisional sums</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item
37	<p>Clause 2.3 - Availability of construction information</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item



43	<p>Clause 4.2 - Enclosure of the works</p> <p><u>User note</u></p> <p><i>Describe any specific hoarding requirements, other than already described in clause 4.2 or in the contract data</i></p> <p>F:..... V:..... T:.....</p>	Item
44	<p>Clause 4.3 - Geotechnical and other investigations</p> <p>F:..... V:..... T:.....</p>	Item
45	<p>Clause 4.4 - Encroachments</p> <p>F:..... V:..... T:.....</p>	Item
46	<p>Clause 4.5 - Existing premises occupied</p> <p>F:..... V:..... T:.....</p>	Item
47	<p>Clause 4.6 - Services - known</p> <p>F:..... V:..... T:.....</p>	Item



	<u>Management of contract (B5)</u>	
48	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item
49	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item
50	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item
	<u>Samples, shop drawings and manufacturer's instructions (B6)</u>	
51	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item
52	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item Item



53	Clause 6.3 - Shop drawings	Item
	F:..... V:..... T:.....	Item
54	Clause 6.4 - Compliance with manufacturer's instructions	Item
	F:..... V:..... T:.....	Item
	<u>Deposits and fees (B7)</u>	
55	Clause 7.1 - Deposits and fees	
	F:..... V:..... T:.....	Item
	<u>Temporary services (B8)</u>	
56	Clause 8.1 – Water	
	F:..... V:..... T:.....	Item
57	Clause 8.2 - Electricity	
	F:..... V:..... T:.....	Item



58 Clause 8.3 - Ablution and welfare facilities

F:..... V:.....
T:.....

Item

59 Clause 8.4 - Communication facilities

F:..... V:.....
T:.....

Item

Prime cost amounts (B9)

60 Clause 9.1 - Responsibility for **prime cost amounts**

User note

Where details of materials included in prime cost amounts are not readily available and it is therefore not possible for the contractor to price for waste, the relevant prime cost amount shall be inserted in the bills of quantities as a lump sum with the contractor being given the opportunity to separately price his overheads and profit and for taking delivery, etc as called for in this clause 9.1 of the preliminaries. In such case the fixing only or installation only of the relevant materials shall be provisionally measured for the



contractor to price and shall be re-measured upon completion

Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc

F:..... V:.....
T:.....

Item

Attendance on subcontractors (B10)

61 Clause 10.1 - General attendance

User note

General attendance is defined as being the duties of the contractor in terms of clause 12.2 of the JBCC n/s subcontract agreement

F:..... V:.....
T:.....

Item



62 Clause 10.2 - Special attendance

User note

Insert details after the provisional sums (nominated or selected subcontract amounts) for any special attendance where specifically required for each n/s subcontractor separately. It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill

F:..... V:.....
T:.....

Item



	<u>General (B11)</u>	
63	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item
64	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item
65	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item
66	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item
67	Clause 11.5 - Disturbance	
	<u>User note</u> <i>The following clause may be used should "disturbance" [11.5] need to be extended</i>	



Disturbance

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period** or **contract value** whatsoever

F:.....

V:.....T:.....

Item

68 Clause 11.6 - Environmental disturbance

Controlling all forms of pollution

The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the **site** during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc

The **contractor** is to ensure that all roads which border the **site** and are used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works**



User note

Environmental management plan

The **employer** has prepared an environmental management plan (EMP) (refer to Annexure for a copy of the relevant plan). The **contractor** shall price opposite this item for compliance with all the requirements of such EMP

F:..... V:.....
T:.....

Item

69 Clause 11.7 - **Works** cleaning and clearing

F:..... V:.....
T:.....

Item

70 Clause 11.8 – Vermin

F:..... V:.....
T:.....

Item

71 Clause 11.9 - Overhand work

F:..... V:.....
T:.....

Item



72 Clause 11.10 - Tenant installations

F:..... V:.....
T:.....

Item

73 Clause 11.11 - Advertising

F:..... V:.....
T:.....

Item

SECTION C: SPECIFIC PRELIMINARIES

User note

Users shall avoid inserting in Section C items which may be construed as amending, modifying, correcting or supplementing the provisions of the JBCC Principal Building Agreement. Such amendments, modifications, corrections or supplements should be kept to the absolute minimum and should be inserted in Section A under the recited clause headings of the JBCC Principal Building Agreement in this Bill No. 1

Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances

74 Warranties for materials and workmanship



Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, addressed to the **employer**, from the entity supplying the materials and/or executing the work and shall deliver same to the **principal agent** on **final completion** of the contract

The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of **practical completion** and that any **defects** that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written **notice** to do so

The warranty will not be enforced if the work is damaged by **defects** in the execution of the **works**, in which case the responsibility for replacement shall rest entirely with the **contractor**

F:..... V:.....
T:.....

Item

- 75 Overtime
Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically



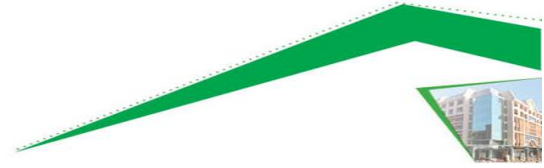
	<p>authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer</p> <p>F:.....</p> <p>V:.....T:.....</p>	Item
76	<p>Cooperation of the contractor for cost management</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget</p> <p>F:.....</p> <p>V:.....T:.....</p>	Item
77	<p>Overloading</p> <p>The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the</p>	



	<p>principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense</p> <p>F:..... V:.....T:.....</p>	Item
78	<p>Propping of floors below</p> <p>The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor</p> <p>F:..... V:.....T:.....</p>	Item
79	<p>Testing of flat roof waterproofing for watertightness</p>	



	<p>Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing</p> <p>F:..... V:.....T:.....</p> <p><u>User note</u></p>	Item
80	<p>Health and safety</p> <p>Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]</p> <p><u>User note</u></p>	



Health and safety

Without limiting the generality of the provisions of clause 2.0, the **contractor's** attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the **employer** shall prepare a documented health and safety specification for the **works** (refer to Annexure for a copy of the relevant specification) and that the **employer** shall ensure that the **contractor** has made provision for the cost of health and safety measures during the execution of the **works**. The **contractor** shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]

The **contractor** shall:

1. Comply with the health and safety specification for the **works**
2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
3. Cooperate with the health and safety consultant in all respects



	<p>4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification</p> <p>5. Conform to the conditions contained in the employer's health and safety specification</p> <p>F:..... V:.....</p> <p>T:.....</p>	Item
81	<p>Green star building certification</p> <p><u>User note</u></p> <p><i>Insert the provisions called for by the relevant green star consultant should it be a requirement that the project be submitted for green star certification</i></p> <p>F:..... V:.....</p> <p>T:.....</p>	Item
82	<p>Broad based black economic empowerment (BBBEE)</p> <p>Tenders submitted will be evaluated taking into account their empowerment rating</p> <p>The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works</p>	



	<p>The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>
83	<p>Advertising rights</p> <p>The employer may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The contractor shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the principal agent so as not to hinder the contractor in meeting his obligations under this agreement</p> <p>F:..... V:..... T:.....</p>	<p>Item</p>



84 Confidentiality

The **contractor** undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all **subcontractors** and suppliers. Such information shall not be used in any way except in connection with the execution of the **works**

No information regarding this project shall be published or disclosed without the prior written consent of the **employer**

F:..... V:.....
T:.....

Item

Item

85 Media releases

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the **employer**

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer**, cause any statement or advertisement connected with this project to be printed, screened or aired by the media



F:..... V:.....
T:.....

SUMMARY OF CATEGORIES

Category : Fixed R.....

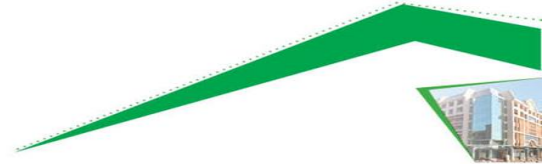
Category : Value R.....

Category : Time R.....

Total carried to final summary

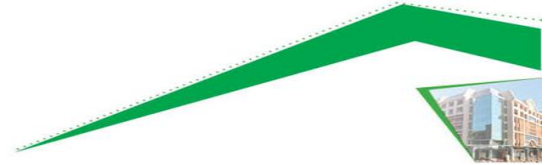
Item

R



C2.3: BILL OF QUANTITIES & TECHNICAL SPECIFICATION BILL OF QUANTITIES (BOQ):

APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.



Item No	Description	UNIT	QUANTITY	RATE	AMOUNT
1	<u>SECTION NO. 2</u>				
	<u>Building Works</u>				
	<u>BILL NO. 1</u>				
	<u>ALTERATIONS</u>				
	<u>REMOVAL OF EXISTING WORK</u>				
	<u>Taking and remove existing galvanized welded mesh fence including Posts.</u>				
	3000mm high galvanized welded mesh fence including timber posts and mass concrete bases.	m	208		
	Carried To Section Summary				



Item No	Description	Unit	Quantity	Rate	Amount
	<p><u>SECTION No. 2</u> <u>BILL No. 2</u> <u>Building works</u> <u>EARTHWORKS (PROVISIONAL)</u> <u>PREAMBLES</u></p> <p>Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents</p> <p><u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in descriptions</u></p> <p>Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.</p> <p><u>SITE CLEARANCE ETC</u> <u>Site clearance</u></p> <p><u>Excavation in earth not exceeding 2m deep</u></p>				
1	<p>Bases.</p> <p>Extra over trench and hole excavations in earth for excavation in:</p>	m ³	4		
2	Soft rock.	m ³	1		
3	Hard rock.	m ³	1		
	Carried to Section Summary				



Item No	Description	Unit	Quantity	Rate	Amount
1	<u>SECTION No. 2</u> <u>BILL No. 2</u> <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> <u>PREAMBLES</u> Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preambles for building services DW10 and general specification for repair and renovations services W41 and all other relevant specifications, standards and documents <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in descriptions</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. <u>UNREINFORCED CONCRETE</u> 20 MPa/20mm Concrete: Bases (Provisional)	m ³	4		
	Carried to Section Summary				

[illegible]



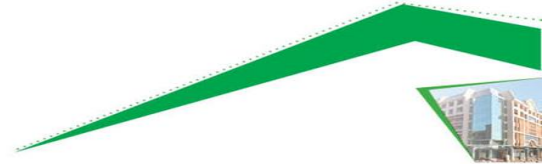
<u>SECTION No. 3</u> <u>External Works</u> <u>BILL No. 1</u> <u>EXTERNAL WORKS</u> For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used- PW371" <u>Hot dip galvanized steel work etc.</u> <u>Posts for 1800mm high Palisade fence above ground level</u>					
1	76 x 76 x 3mm square cube post 2400mm long with ABS plastic post cap on one end and the other end cast 600mm deep into concrete	No	74		
2	<u>Bolted panel</u> Steel Palisade fencing 3000 x 1800mm high comprising of sixteen trident top corrugated pales 40 x 40 x 3mm. Bolted onto, using M8 Antivandal nut and bolts to angle iron cross bars 40 x 40 x 3mm bolted by means of flat bar brackets and M8 Antivandal nut and bolts, to square tube posts 76 x 76 x 1.6mm set 600mm deep in 300 x 300mm concrete bases at 300mm centres	No	71		
Carried to Final Summary					



<u>SECTION No. 4</u> <u>PROVISIONAL SUMS</u> <u>SOCIAL DELIVERABLES</u> For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used- PW371" <u>COMMUNITY LIASON OFFICER</u>				
1	Allow a provisional sum of R 24 000.00 (Twenty Four Thousand Rand Only) for Community Liaising Officer(CLO)	Item	1	R24,000.00
2	Allow handling fee for the above item	Item	1	R 1,440.00
<p style="text-align: right;">Carried to Final Summary</p>				



			<u>Page</u>		<u>Amount</u>
	<u>FINAL SUMMARY</u>				
	Section 1- Preliminaries		150		
	Section 2- Buildings Works		155		
	Section 3- External Works		156		
	Section 4 - Provisional Sums		157		
	Sub-Total				
	<u>CONTINGENCIES</u>				
	Allow the sum of for R 50,000.00 Contingencies to be used or deducted in full at Representative/Agent's discretion				
					R50,000.00
	Sub-Total				
	<u>ADD</u>				
	Value Added Tax 15%				
	Carried to Form of Offer				



PART 3

LIST OF DRAWINGS-N/A



PART C3

SCOPE OF WORKS



C3 SCOPE OF WORK

C3 Scope of Work

Project Name:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
Tender No:	ORT5 - 24/25 – 0032 ORR

C3.1 Scope of Works

Description of Works

This scope of works defines key project milestones and nature of work that the contractor is expected to perform in identified areas of construction for the Completion to Offices, within OR Tambo Region. The details of the works are set out in the Bills of Quantities with provision for changes as directed by the client should the need arise.

Scope of Works

The scope of work for Phase 1 – Public Works & Infrastructure will be as follows:

- Repairs and renovations of palisade fencing to match with the existing

3.2 Contract Period

The works is of a generally minor nature and can be completed and expedited over a short period by a competent contractor. The works are to be completed in a construction period of no more than **4 months** from date of site handover.

3.3 Restrictions and Constraints

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 07h00 until 17h00 daily including weekends.
- Noise must be kept to a minimum and within acceptable levels at all times.
- Dust emanating from the work site must be controlled

Operational Protocols

- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the works to always ensure a cohesive spirit of co-operation



Access

Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.

3.4 ACCEPTANCE OF TENDERS

The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

3.5 MINIMUM WAGE

The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

3.6 TEMPORARY WORKS

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

3.7 EMPLOYER'S DESIGN

N/A

3.8 DESIGN BRIEF

Design brief will be discussed on site during compulsory site briefing.



PART C4: SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER FOR REPAIRS OF PALISADE FENCING TO MATCH WITH THE EXISTING AT QUMBU DEPOT.
Project Number:	ORT5 - 24/25 – 0032 ORR

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions” (Refer to Scope of Works C3)

The site is the existing site is located at Qumbu, Eastern Cape, in the Eastern part of town
Coordinates: -

Existing Site/Premises to be fenced at all times

Prospective bidders are to note that, it is a condition of contract that the site shall be fenced and secure at all times.

Existing fencing cannot be demolished as a whole, and new fencing erected afterwards.
Bidders are to price accordingly.