

# GEORGE MUNICIPALITY



**CIDB DOCUMENT FOR TENDER NO: COM031/2023**

**TENDER: COM031/2023: APPOINTMENT OF A CONTRACTOR FOR  
UPGRADING OF THE LEARNER AND DRIVER TESTING STATION  
BUILDING, UNIONDALE**

ENQUIRIES: PIET JUNIES YORK STREET GEORGE (044) 878 2400		<b>ISSUED BY:</b> THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530	
<b>SUMMARY FOR TENDER OPENING PURPOSES</b>			
NAME OF BIDDER: .....			
CENTRAL SUPPLIER DATABASE NO.:    MAAA .....			
TOTAL PRICE (INCLUDING VAT)		R	
<b>PREFERENCES CLAIMED FOR:</b>			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
<b>B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES</b>			
<b>TENDER CLOSES AT 12H00 ON FRIDAY, 10 NOVEMBER 2023</b>			

For official use.
<b>Signatures of SCM Officials at Tender Opening</b>
1.
2.

## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

# GEORGE MUNICIPALITY

## TENDER No. COM031/2023

### TENDER: COM031/2023: APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE

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#### GENERAL TENDER INFORMATION

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TENDER ADVERTISED	: 19 October 2023
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	: 1 GB OR HIGHER
COMPULSORY SITE VISIT/CLARIFICATION MEETING	: 30 October 2023 @ 15:00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	: Learner and Driver Testing Station, Uniondale
CLOSING DATE	: 10 November 2023
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: <b>Tender Box</b> at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

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BUILDING, UNIONDALE**

**The Tender (Part T)**

**PART T1 Tender Procedures**

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

**PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation and Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

**GEORGE MUNICIPALITY**

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BUILDING, UNIONDALE**

**Tender Notice and Invitation to Tender (T1.1)**

Tenders are hereby invited for the TENDER FOR TENDER: COM031/2023: APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE

Completed tenders in a sealed envelope, clearly marked:

**Tender No.: COM031/2023** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George by no later than 12:00 on Friday, 10 November 2023. Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No tenders per fax or e-mail will be accepted.

Bidders must be registered with the CIDB, and it is estimated that bidders should have a CIDB contractor grading designation of **1GB** or higher.

**A compulsory briefing session will be held on Monday, 30 October 2023 at 15:00 at the Driver Testing Station Building, Uniondale.**

**Non-attendance of the compulsory briefing session will disqualify your tender.**

Tender documents are available at a non-refundable deposit of R267.95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.

For more information, contact Mr R Siebrits at (021) 880 0443 or [ruaan@udsafrika.co.za](mailto:ruaan@udsafrika.co.za).

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**DR M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**



## GEORGE MUNICIPALITY

## DIRECTORATE: COMMUNITY SERVICES

## TENDER NUMBER: COM031/2023

TENDER FOR APPOINTMENT OF CONTRACTOR FOR UPGRADING OF  
LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE

## Tender Data (T1.2)

<b>Clause number</b>	The conditions of Tender are the <b>Standard Conditions of Tender</b> as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See <a href="http://www.cidb.org.za">www.cidb.org.za</a> ). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
<b>C.1</b>	<b>General</b>
<b>C.1.1</b>	<b>Actions</b>
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In the dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.  <i>Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result. 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i>
C.1.1.3	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
<b>C.1.2</b>	<b>Tender Documents</b>
	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
<b>C.1.3</b>	<b>Interpretation</b>
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for



	tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.
C.1.3.3	For the purposes of these conditions of tender, the following definitions apply: a) <b>conflict of interest</b> means any situation in which: i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or tenderer is able to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee. b) <b>comparative offer</b> means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration; c) <b>corrupt practice</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; d) <b>fraudulent practice</b> means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
<b>C.1.4</b>	<b>Communication and employer’s agent</b>
	Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.
<b>C.1.5</b>	<b>Cancellation and Re-Invitation of Tenders</b>
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
<b>C.1.6</b>	<b>Procurement procedures</b>
<b>C.1.6.1</b>	<b>General</b>
	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
<b>C.1.6.2</b>	<b>Competitive negotiation procedure</b>
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
<b>C.1.6.3</b>	<b>Proposal procedure using the two stage-system</b>
<b>C.1.6.3.1</b>	<b>Option 1</b>
	Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
<b>C.1.6.3.2</b>	<b>Option 2</b>
C.1.6.3.2.1	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
C.1.6.3.2.2	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
<b>C.2</b>	<b>Tenderer’s obligations</b>
<b>C.2.1</b>	<b>Eligibility</b>
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.
<b>C.2.2</b>	<b>Cost of tendering</b>
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
<b>C.2.3</b>	<b>Check documents</b>
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
<b>C.2.4</b>	<b>Confidentiality and copyright of documents</b>
	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.
<b>C.2.5</b>	<b>Reference documents</b>
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
<b>C.2.6</b>	<b>Acknowledge addenda</b>
	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.
<b>C.2.7</b>	<b>Clarification meeting</b>
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
<b>C.2.8</b>	<b>Seek clarification</b>
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
<b>C.2.9</b>	<b>Insurance</b>
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
<b>C.2.10</b>	<b>Pricing the tender offer</b>
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
<b>C.2.11</b>	<b>Alterations to documents</b>
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
<b>C.2.12</b>	<b>Alternative tender offers</b>
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender.
<b>C.2.13</b>	<b>Submitting a tender offer</b>
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
<b>C.2.14</b>	<b>Information and data to be completed in all respects</b>
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
<b>C.2.15</b>	<b>Closing time</b>
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
<b>C.2.16</b>	<b>Tender offer validity</b>
C.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.16.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
<b>C.2.17</b>	<b>Clarification of tender offer after submission</b>
	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.  <i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>

<b>C.2.18</b>	<b>Provide other material</b>
C.2.18.1	Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.  Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
<b>C.2.19</b>	<b>Inspections, tests, and analysis</b>
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
<b>C.2.20</b>	<b>Submit securities, bonds and policies</b>
	If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
<b>C.2.21</b>	<b>Check final draft</b>
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
<b>C.2.22</b>	<b>Return of other tender documents</b>
	If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
<b>C.2.23</b>	<b>Certificates</b>
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
<b>C.3</b>	<b>The employer’s undertakings</b>
<b>C.3.1</b>	<b>Respond to requests from the tenderer</b>
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.3.1.2	Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence: a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.
<b>C.3.2</b>	<b>Issue Addenda</b>

	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
<b>C.3.3</b>	<b>Return late tender offers</b>
	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
<b>C.3.4</b>	<b>Opening of tender submissions</b>
C.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and Specific Goals; and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
<b>C.3.5</b>	<b>Two-envelope system</b>
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level and Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
<b>C.3.6</b>	<b>Non-disclosure</b>
	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
<b>C.3.7</b>	<b>Grounds for rejection and disqualification</b>
	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>C.3.8</b>	<b>Test for responsiveness</b>

C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.  Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>C.3.9</b>	<b>Arithmetical errors, omissions and discrepancies</b>
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
<b>C.3.10</b>	<b>Clarification of a tender offer</b>
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
<b>C.3.11</b>	<b>Evaluation of tender offers</b>



	<p>The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.</p> <p>Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.</p> <p>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</p> <table border="1" data-bbox="357 598 1422 1123"> <thead> <tr> <th data-bbox="357 598 609 630"><b>Requirement</b></th> <th data-bbox="609 598 1422 630"><b>Qualitative interpretation of goal</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="357 661 609 693">Fair</td> <td data-bbox="609 661 1422 745">The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td> </tr> <tr> <td data-bbox="357 745 609 777">Equitable</td> <td data-bbox="609 745 1422 808">Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td> </tr> <tr> <td data-bbox="357 808 609 840">Transparent</td> <td data-bbox="609 808 1422 934">The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.</td> </tr> <tr> <td data-bbox="357 934 609 966">Competitive</td> <td data-bbox="609 934 1422 997">The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.</td> </tr> <tr> <td data-bbox="357 997 609 1029">Cost effective</td> <td data-bbox="609 997 1422 1123">The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.</td> </tr> </tbody> </table> <p>The activities associated with evaluating tender offers are as follows:</p> <ol style="list-style-type: none"> <li>Open and record tender offers received</li> <li>Determine whether or not tender offers are complete</li> <li>Determine whether or not tender offers are responsive</li> <li>Evaluate tender offers</li> <li>Determine if there are any grounds for disqualification</li> <li>Determine acceptability of preferred tenderer</li> <li>Prepare a tender evaluation report</li> <li>Confirm the recommendation contained in the tender evaluation report</li> </ol>	<b>Requirement</b>	<b>Qualitative interpretation of goal</b>	Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.	Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.	Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.	Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.	Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.												
<b>C.3.11.1</b>	<b>General</b>												
	The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.												
<b>C.3.12</b>	<b>Insurance provided by the employer</b>												
	If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.												
<b>C.3.13</b>	<b>Acceptance of tender offer</b>												

	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
<b>C.3.14</b>	<b>Prepare contract documents</b>
C.3.14.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents and</p> <p>c) other revisions agreed between the employer and the successful tenderer.</p>
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
<b>C.3.15</b>	<b>Complete adjudicator's contract</b>
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
<b>C.3.16</b>	<b>Registration of the award</b>
	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
<b>C.3.17</b>	<b>Provide copies of the contracts</b>
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
<b>C.3.18</b>	<b>Provide written reasons for actions taken</b>
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

**In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.**

**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:	or	CSD No:
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes  <input type="checkbox"/> No	B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes  <input type="checkbox"/> No
<p><b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b></p>			
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [If Yes, Enclose Proof]	Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [If Yes, Answer Part 2.]
Signature of Bidder	.....	Date	.....

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES NO
2.2	Does the entity have a branch in the RSA?	YES NO
2.3	Does the entity have a permanent establishment in the RSA?	YES NO
2.4	Does the entity have any source of income in the RSA?	YES NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES NO
<b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	
3.9	Have you been in the service of the state for the past twelve months?	<b>YES / NO</b>

3.9.1	If so, furnish particulars. ..... .....	
3.10  3.10.1	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	<b>YES / NO</b>
3.11  3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?  If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	<b>YES / NO</b>
3.12  3.12.1	Are any of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?  If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member: .....	<b>YES / NO</b>

	Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....		
3.13    3.13.1	Is any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?  If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	<b>YES / NO</b>	
3.14   3.14.1	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?  If yes, furnish particulars:  .....  .....	<b>YES / NO</b>	
4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each</b>	<b>State Employee Number (where</b>

		<b>Director</b>	<b>applicable)</b>

<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>
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**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorized person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>MSCM Regulations: “in the service of the state” means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.



## 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

*(Delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest 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;
- (b) BBBEE; and
- (c) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
BBBEE	10/5
SPECIFIC GOALS	10/5

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 regarding preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR BBEE AND 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:

#### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.**

**4.1.2 Points awarded for Specific Goals**

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

<b>Locality of Tenderer’s Office</b>	<b>Number of points (80/20 system)</b>	<b>Number of points (90/10 system)</b>
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

**Bidder MUST submit proof of address (e.g., municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.**

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.

**5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. Contribution to BBBEE: ..... = .....(maximum of 5 or 10 points)
--

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. **Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. 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]

5.6. 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 5.1 and 5.2, 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:	..... .....

**IF ANY TENDERER DOES NOT HAVE AN EME CERTIFICATE FROM A RATING AGENCY ACCREDITED BY SANAS FOR BEP (BUILD ENVIRONMENT PROFESSIONAL)/CONTRACTOR/SUPPLIER OR A B-BBEE CERTIFICATE FROM A B-BBEE VERIFICATION PROFESSIONAL REGULATOR APPOINTED BY THE MINISTER OF TRADE AND INDUSTRY, THIS AFFIDAVIT FOR BEP/CONTRACTOR/SUPPLIER WILL BE COMPULSORY TO COMPLETE.**

**MBD 6.1(A)**

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES  
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

**(Gazette Vol. 630 No. 41287)**

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

<b>Full names and surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>			
<b>Trading Name (If Applicable):</b>			
<b>Registration Number:</b>			
<b>Physical Address:</b>			
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>			
<b>Nature of Construction Business: Indicate the applicable category with a tick.</b>	<b>BEP</b> (Built Environment Professional)	<b>Contractor</b>	<b>Supplier</b>
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds, and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”		
<b>Definition of “Black Designated Groups”</b>	“Black Designated Groups” means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”		

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is \_\_\_\_\_% Black Owned
- The Enterprise is \_\_\_\_\_% Black Female Owned
- The Enterprise is \_\_\_\_\_% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
  - Black Youth % \_\_\_\_\_%
  - Black Disabled % \_\_\_\_\_%
  - Black Unemployed % \_\_\_\_\_%
  - Black People living in Rural areas % \_\_\_\_\_%
  - Black Military Veterans % \_\_\_\_\_%

**Construction Sector Affidavit**

1. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

2. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	<b>Level Four</b> (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	<b>Level Five</b> (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

**COMMISSIONER OF OATHS**  
**SIGNATURE & STAMP**



MBD8

## DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - 3.1 abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2 been convicted for fraud or corruption during the past five years;
  - 3.3 willfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s ebsite (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 3.1 take all reasonable steps to prevent such abuse;
  - 3.2 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - 3.3 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

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

- 6. I have read and I understand the contents of this Certificate;
- 7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 9. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 10. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - 10.1 has been requested to submit a bid in response to this bid invitation;
  - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

- 11 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 consortium<sup>3</sup> will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 12.1 prices;
  - 12.2 geographical area where product or service will be rendered (market allocation);
  - 12.3 methods, factors or formulas used to calculate prices;
  - 12.4 the intention or decision to submit or not to submit, a bid;
  - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14. 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.
- 15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: COM031/2023</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

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

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

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

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

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment if overdue for more than 30 days.

\_\_\_\_\_  
Signature

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

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2023

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED.** In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES  
TENDER NUMBER: COM031/2023

APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE

**Returnable Documents (Part T2)**

*(ALL Documents and Schedules MUST BE RETURNED for the TENDER to Qualify)*

- T2.1 List of Returnable Schedules Required for Tender Evaluation & Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

**NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**List of Returnable Schedules Required for Tender  
Evaluation Purposes (T2.1)**

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Schedule of Work Carried Out by Tenderer
- Form 2.1.4 Proposed Key Personnel
- Form 2.1.5 Schedule of Infrastructure and Resources
- Form 2.1.6 Schedule of Approach and Methodology
- Form 2.1.7 Schedule of Proposed Sub-Contractors
- Form 2.1.8 Financial References



**FORM 2.1.1 GENERAL INFORMATION**

1. Name of tendering entity: \_\_\_\_\_

1. Contact details

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

Tel no : (\_\_\_\_\_) \_\_\_\_\_

Fax no : (\_\_\_\_\_) \_\_\_\_\_

E-mail address : \_\_\_\_\_

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

3. Income tax reference number: \_\_\_\_\_  
 (in the case of a joint venture, provide for all joint venture members)

4. Regional services area where the enterprise is registered: \_\_\_\_\_  
 (In the case of a joint venture, provide for all joint venture members)

5. Regional services levy registration number: \_\_\_\_\_  
 (In the case of a joint venture, provide for all joint venture members)

6. VAT registration number: \_\_\_\_\_  
 (In the case of a joint venture, provide for all joint venture members)

- 8. Company or closed corporation registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)
- 9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
- 10. For joint ventures the following must be attached (**COMPULSORY**):
  - Written power of attorney for authorised signatory.
  - **Pro-forma of the joint venture agreement.**  
\* If the Joint Venture Agreement is not attached, the tender will not be considered!

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity : \_\_\_\_\_

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

**FORM 2.1.2      AUTHORITY FOR SIGNATORY**

Details of person responsible for Tender process

Name .....

Contact number    (            ) .....

Address of office submitting the Tender .....

.....

.....

Telephone no      (            ) .....

Fax no              (            ) .....

E-mail address .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

“By resolution of the board of directors passed on *(date)* .....

Mr. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES      1. ....

2. ....

**FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER**

**Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- a. all construction works provided to an organ of state in the last five years;
- b. any similar construction works provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organisati on	Tel no

**Name of Tendering  
Entity:**

---

**Signature :**

---

**Date :**

---

**FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF			HDI Status	Fee (Time Based)
	NOMINEE (ii) ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	PRESENT	Yes/No	
HEADQUARTERS Partner/director							
Project manager							
Other key staff (give designation)							

**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_

**Returnable Schedules Required For Tender Evaluation**

**Part T2.1**

Form 2.1.4 continued ....

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status Yes/No	Fee (Time Based)
	NOMINEE (ii) ALTERNATE		QUALIFICAT- IONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION		
<u>CONSTRUCTION MONITORING</u>						
Other key staff (give designation)						

**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_

**FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available**

Physical facilities

Description	Address	Area (m <sup>2</sup> )

**Equipment**

Provide information on equipment and resources that you have available for this project (attach details if the spaces provided are not enough)

<b>Description: Equipment owned</b>	<b>Number of units</b>
<b>Description: Computer Hardware</b>	<b>Number of units</b>
<b>Description: Software to be Used</b>	<b>Number of units</b>

**Size of enterprise and current workload:**

What was your turnover in the previous financial year? .....

What is the estimated turnover for your current financial year? .....

**List your current contracts and obligations:**

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES / NO

**Staffing Profile:**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff
Temporary staff to be employed for the project : gender and race	Number of staff

**Name of Tendering Entity :** \_\_\_\_\_

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

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



**FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN**

**Understanding the terms of reference / brief**

- 1. Do you as the contractor understand what is required in terms of the project stated above?

Yes		No		(Tick Appropriate Block)
-----	--	----	--	--------------------------

- 2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words.


- 3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.


- 4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.


**Name of Tendering Entity :** \_\_\_\_\_

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

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

**FORM 2.1.7 SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the work.

*If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.*

Sub- Contractor's Name	Work Activities to be undertaken by the Sub-contractor	Work Recently Executed by Sub-contractor

**FORM 2.1.8 FINANCIAL REFERENCES****FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	(    )
Fax number	(    )
Account number	

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Other Documents Required For Tender Evaluation  
Purposes (Part T2.2)**

- |            |   |
|------------|---|
| Form 2.2.1 | Certificate of Tenderer's Attendance at the Compulsory Information Session / Site Meeting     |
| Form 2.2.2 | Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB) |

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING**

This is to certify that I, ..... ,  
representative of (Tenderer) .....

.....  
of (address) .....

.....  
.....

Telephone number .....

Fax number .....

attended Clarification Meeting on **Monday, 30 October 2023 at 15:00** in the company of  
(George Municipality / Employer's Representative) .....

**PLEASE NOTE:**

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

**TENDERER 'S REPRESENTATIVE:** .....

**GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:** .....

**FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)**

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB.

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER:COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Returnable Schedules that will be Incorporated in  
the Contract (Part T2.3)**

Form 2.3.1

Record of Addenda to Tender Documents

**FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

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

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

SIGNED ON BEHALF OF TENDERER: .....



**1. Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities.
- Infrastructure and resources available for the contract owned by the Tenderer.
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

**2. Size of enterprise, and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**3. Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

**4. Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

**5. Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

**6. Penalties**

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.

- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

### Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

### Definitions in terms of the last-mentioned Act.

“designated EMPLOYER means-

- an EMPLOYER who employs 50 or more employees;
- an EMPLOYER who employs fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

### “Schedule 4”

### TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**The Contract (Part C)**

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

GEORGE MUNICIPALITY

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM031/2023

APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE  
LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE

## Agreement And Contract Data (Part C1)

- Part C1.1 Form of Offer and Acceptance
- Part C1.2 Contract Data
- Part C1.3 Objections and Complainants Form
- Part C1.4 **Form of Professional Indemnity Insurance / Form of Guarantee??**

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE  
LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Form of Offer and Acceptance (Part C1.1)**

**(AGREEMENT) 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 below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

.....rand (in words); R ..... (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_  
\_\_\_\_\_

(Name and address of organisation)

**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 Service Provider 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 Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer's representative (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

Name \_\_\_\_\_

Capacity **DIRECTOR: COMMUNITY SERVICES**

**GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

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

**FOR THE TENDERER:**

Signature(s)

Name(s)

Capacity

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\_\_\_\_\_  
(Name and address of organisation)

**FOR THE EMPLOYER:**

Signature:

---

Name

---

Capacity

**DIRECTOR: COMMUNITY SERVICES**

**GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**TENDER FOR APPOINTMENT OF A CONTRACTOR FOR THE  
UPGRADING OF THE LEARNER AND DRIVER TESTING STATION  
BUILDING, UNIONDALE**

**Contract Data (Part C1.2)**

**C1.2 CONTRACT DATA**

*The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of COMMUNITY SERVICES , Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za) .*

The Conditions of Contract are:

- the “General Conditions of Contract”

as they appear in the commercially available publication “*General Conditions of Contract for Construction Works, Third Edition (2015)*”, published by the South African Institution of COMMUNITY SERVICES (SAICE) as the August 2015 print edition, hereinafter referred to as GCC 2015; and

- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015, from a duly authorised commercial vendor or directly from the publisher:

South African Institution of COMMUNITY SERVICES  
Private Bag X200  
Halfway House 1685  
South Africa  
Tel +27 (0)11 805 5947



Part 1: Contract Data provided by the Employer
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**GENERAL CONDITIONS OF CONTRACT**

The following standardised General Conditions of Contract:

**General Conditions of Contract for Construction Works, Third Edition, 2015**

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Prepared by the South African Institution of Civil Employer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

In the event of any discrepancy and/or ambiguity in the Contract, the following precedence will govern (priority in order from highest to lowest):

1. Contract Data
2. Project Specifications
3. Drawings
4. Bill of Quantities
5. SANS 1200

**SPECIAL CONDITIONS OF CONTRACT**

In this regard, the Standard Conditions of Contract – GCC 2015 is amended by the numbered clauses set out below, as follows:

- (i) where the Standard Conditions of Contract – GCC 2015 contains no provision with the corresponding clause number, the clause set out herein is inserted into the Contract; and
- (ii) where the Standard Conditions of Contract – GCC 2015 contains a provision with the corresponding clause number, it is amended, as set out herein.

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract – GCC 2015 shall remain unchanged.

**1.1 Definitions**

- 1.1.1.1 "agreed" means agreed by the Employer and the Contractor; or the Employer's Agent and the Contractor expressly authorised in terms of the Contract, unless specifically stated otherwise.
- 1.1.1.5 "Commencement Date" means the date that the Contract, made in terms of the Form of Offer and Acceptance, comes into effect by signing the Acceptance part and returning one fully completed original copy of this document, the Contract Agreement.
- 1.1.1.7 "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed and signed by both parties.
- 1.1.1.13 "Defects Liability Period" means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different portions of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.16 "Employer's Agents" means the person named as the Employers' Agent in the Contract Data, or any other person appointed from time to time by the Employer, and of whom the Contractors is notified, in writing, to act as the Employers Agent for the purposes of the Contract as substitute for the Employer's Agent so named. In terms of this Contract the term "Employers Agent" will mean to be "Engineer" and vice versa.
- 1.1.1.14 "Due Completion Date" means the date or dates of the expiry of the time stated in the Contract Data for achieving Practical Completion for the whole or portions of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed or agreed in terms of Contract.
- 1.1.1.20 "Form of Offer and Acceptance" means the document defined as the Contract Agreement that formalises the legal process of offer and acceptance and gives rise to the Contract.

1.1.1.35 “parties” means the Contractor and the Employer.

1.1.1.36 “approved programme” means the latest programme submitted by the Contractor and approved by the Employer’s Agent. The latest programme approved by the Employer’s Agent supersedes previous approved programmes.

## **1.2 Interpretations**

1.2.1 Any written communication between the parties shall have been duly delivered if:

1.2.1.1 Handed to the addressee or to his duly authorised agent; or

1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data, including an e-mail address; and

1.2.1.3 Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made  
Provided that the Employer, Employer’s Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.

1.2.6 Any act or communication, including but not limited to “accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for” and their derivatives indicate an act to be carried out in writing.

## **1.4 Non Variation Clause**

1.4.1 This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.

## **2.4 Ambiguity or discrepancy**

2.4.2 If compliance with any such instruction shall result in delay to Practical Completion and/or the incurrence of proven additional cost the Contractor shall be entitled to make a claim in accordance with Clause 10.1 as read with Clause 6.3.

## **2.5 Assignment**

2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder. Such assignment or cession shall be null and void without the other parties consent.

## **3.1 Qualifications of the Employer’s Agent**

3.1.1 The natural person appointed by the Employer to administer the Contract shall be a registered professional in a built environment profession that is appropriate to the Scope of Work.

## **3.2 Functions of the Employer’s Agent**

- 3.2.1 The function of the Employer's Agent is to administer the Contract in accordance with the provisions of the Contract.

**4.1 Extent of obligations and liability**

- 4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the Contract Data), execute and complete the Works and obligations remedy any defects therein in accordance with the provisions of the Contract.
- 4.1.2 Where the Contract Data provides that part of the Works shall be designed by the Contractor,
- 4.1.2.1 the relevant part of the Works shall be fit for such purposes for which it is intended as are specified in the Contract, and
- 4.1.2.2 the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.
- 4.1.2.3 the Contractor shall submit to the Employer's Agent the "as-built" documents and operation and maintenance manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Practical Completion in terms of Clause 5.14.1 as read with the relevant Contract data until these documents and manuals have been submitted to the Employer's Agent.
- 4.1.4 The Contractor indemnifies the Employer against any liability for any breach of the provisions of Clause 4.1.

**4.2 Employer's Agent's instructions**

- 4.2.3 Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.

**4.3 Legal provisions**

- 4.3.3 The Employer and the Contractor shall enter into an agreement required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder.

**4.12 Contractors Superintendence**

- 4.12.2 The Contractor, or a competent and authorized agent or representative approved in writing by the Employers Agent (which approval may at any time be withdrawn in writing), hereinafter called the Construction Manager, shall be on site at all times

when work is being performed, or when the Employers Agent shall, with reason, require his presence. The Construction Manager must be in possession of the following:

- a) NQF level 5 for labour intensive construction methods.
- b) Completed at least 5 projects by means of labour intensive construction.
- c) Minimum ND Civil qualification.

### **5.3 Commencement of the Works**

- 5.3.1 Upon the Employer's Agent's instruction the Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works. Such instruction shall be subject to the submission by the Contractor, and approval by the Employer, of documentation required before commencement with Works execution, as set out in the Contract Data.
- 5.3.3 If the Employer's Agent's instruction to commence executing the Works, or to resubmit documentation with reasons after having found to be unacceptable by the Employer, is not received by the Contractor within 7 days from the actual date of the submission of all the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken to be on the expiry of such 7 days. However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.

### **5.4 Access to Site**

- 5.4.3 If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure of the Employer to give access to or possession in accordance with the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1, for which purpose the time limits of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when access to or possession of the Site has actually been given.

### **5.6 Programme**

- 5.6.1 The Contractor shall deliver to the Employer's Agent as part the documentation required before commencement with Works execution in accordance with Clause 5.3.1, an initial programme and method statement for carrying out the Works in order to meet the Due Completion Date.
- 5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe in method statements, the entire scope of the Works to be performed including but not limited to:
  - 5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date(s) or revisions thereof, and the planned date(s) of Practical Completion for the Works as a whole or in respect of different portions of the Works.
  - 5.6.2.8 Health and safety requirements
  - 5.6.2.9 Critical path including the links between all predecessors and successors for activities on the critical path
- 5.6.3 The Employer's Agent shall, within 7 days after the Contractor has submitted an initial or adjusted programme, approve such programme or rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are *inter alia* that it is not in accordance with the Contract or is

not reflecting the actual progress. The Employer's Agents failure to approve or reject with reasons the submitted programme,

- 5.6.3.1 in the event of the submitted programme being an adjusted programme, shall be considered to be the approved programme; and
- 5.6.3.2 in the event of the submitted programme being an initial programme, shall not be considered to be the approved programme. However, the Contractor shall have the right to suspend the Works in terms of Clause 5.11.1.3 and if the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from such suspension, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
- 5.6.4 The programme, method statement and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall deliver to the Employer's Agent an adjusted programme reflecting actual progress and updated dates in accordance with Clause 5.6.2, even though it may reflect that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), every month, and in addition;
  - 5.6.4.1 when instructed by the Employer's Agent,
  - 5.6.4.2 when it no longer reflects the actual progress,
  - 5.6.4.3 when a specific event, circumstance, act or omission may delay the execution of the Works, or
  - 5.6.4.4 with each extension of time claim
- 5.6.5 The submission to and approval by the Employer's Agent of any programme, method statement and/or cash flow forecast or its adjustments, or the delivery of any other relevant particulars, shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

## **5.7 Progress of the Works**

- 5.7.3 The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties.

## **5.9 Instructions**

- 5.9.3 The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.

## **5.11 Suspension of the Works**

- 5.11.1 The Contractor may, after giving fourteen (14) days written notice to the Employer, with a copy to the Employer's Agent, (with specific reference to this Clause) suspend

the progress of the Works where the Employer has failed in terms of Clause 6.10.4 to:

- 5.11.1.1 Deliver a payment certificate, or
- 5.11.1.2 Make full payment of the amount certified in the payment certificate without prejudice to the Contractor’s other rights under this Contract or by law, or
- 5.11.1.3 Failed to approve an initial programme in terms of Clause 5.6.3.2

**5.12 Extension of the time for Practical Completion**

- 5.12.1 If circumstances of any kind whatsoever which occurred be such as fairly entitle the Contractor to an extension of time and will actually delay Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim and the Due Completion Date will be revised accordingly.
- 5.12.2.2 No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below cumulatively for the construction period, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The cumulative days for normal climatic conditions must be indicated on the initial programme as a single bar item/activity and as the immediate predecessor to Practical Completion and on the critical path of the programme. The normal climatic conditions will be recorded on the specific days, as and when they occur. Should the days listed below for normal climatic conditions not be used, the days, will become float in terms of Clause 5.6.2 of the GCC 2015 (3<sup>rd</sup> Edition). The float shall belong to the project and shall only be taken up on prior approval by the Employers Agent.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	3days
March	4 days
April	4 days
May	4 days
June	5 days
July	5 days
August	4 days
September	4 days
October	3 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

5.12.2.5 Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other contractor's on the Site.

5.12.4 Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.

### **5.13 Penalties for delay**

5.13.2.1 Refer to 1.2.2 Contract specific data.

### **5.14 Completion**

5.14.1 Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion.

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works;

5.14.1.1 has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer or

5.14.1.2 has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion.

Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.

5.14.2 As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.

5.14.6 The Employer need not occupy the Works before the Due Completion Date

5.14.7 If, in terms of the Contract Data stated for Clause 1.1.1.14, different times for achieving Practical Completion are specified in respect of different portions of the Works, the provisions for the Works as a whole shall apply with necessary adjustment in respect of such portions.

### **6.2 Security**



- 6.2.1 The Contractor shall deliver to the Employer, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the Contract, as selected in the Contract Data.
- 6.2.2 If the Contractor fails to provide or maintain the security as selected in the Contract Data within the time period stated in Clause 5.3.2 or if the performance guarantee is not in accordance with the relevant pro forma performance guarantee, the Employer, in his sole discretion, may either
- 6.2.2.1 Hand over the Site to the Contractor and withhold payment from the Contractor until the amount withheld is equal to ten per cent (10%) of the Contract Price. Such amount shall be reduced to five per cent (5%) of the Contract Price when the Employer's Agent has issued a Certificate of Completion [5.14.4] and to zero per cent (0%) in the Final Payment Certificate [6.10.9] or
- 6.2.2.2 Terminate this Contract in terms of Clause 5.3.2 as read with Clause 9.2.1.3.2.
- 6.2.3 If the Contractor is to provide a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Final Approval Certificate is issued. The performance guarantee shall specify an expiry date, and if the Contractor has not become entitled to receive the Final Approval Certificate of the Works by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the performance guarantee until such time that work have been completed and any defects have been remedied.

**6.7 Measurement of the Works**

- 6.7.3.1 The Construction Manager identified in terms of Clause 4.12.2 will attend to assist the Employer's Agent in making such measurement, or to make such measurement in the presence of the Employer's Agent. Should the Construction Manager fail to attend, Clause 6.7.4.2 will apply.

**6.8 Adjustment in rates and/or prices**

- 6.8.2 The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20

b = 0,25

c = 0,50

d = 0,05

The base month is the eleventh month after the Commencement Date of the Contract.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

“L” is the “Labour Index” and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

“P” is the “Plant Index” and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

## **6.10 Payment**

6.10.1 With regard to all amounts that become due to the Contractor in respect of the matters set out in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3, 6.10.1.4, and 6.10.1.5 below, the Contractor shall deliver to the Employer’s Agent a monthly statement for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer’s Agent, or failing agreement, as the Employer’s Agent may require) and the Employer’s Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor or the Employer, taking into account the following:

6.10.1.5 The value up to the percentage limit stated in the Contract Data of Plant and materials referred to in Clause 6.9.1 not yet built into the Permanent Works. No payment will be made for any Plant and/or materials off site, except if expressly agreed otherwise;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor’s sequestration or liquidation, or of any defect in the Contractor’s title to the Plant and/or materials.

6.10.4 The Employer’s Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer’s Agent of the Contractor’s said statement. The Employer’s Agent shall not be relieved from its responsibility to issue a payment certificate whether or not the Contractor submits the said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer or the Contractor, as the case may be, shall pay the amount due to the other within 28

days of receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent. Payment shall be subject to the Contractor or the Employer, as the case may be, submitting a tax invoice, if required by law, to the other party for the amount due.

- 6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer's Agent a completion statement showing the value of work done in respect of which a Certificate of Completion has been issued and shall supply such further information as the Employer's Agent may reasonably require. The Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period and/or Clauses 10.3 to 10.11 in respect of any dispute. The Employer's Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the Employer's Agent of the Contractor's said statement, and the Employer or the Contractor, as the case may be, shall pay the amount due to the other party within 28 days after receipt by the Employer and the Contractor of the payment certificate signed by the Employer's Agent.
- 6.10.9 Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor or the Employer, as the case may be, within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

## **8.6 Insurances**

- 8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:
- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
  - (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
  - (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
  - (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or

fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

## **9.2 Termination by Employer**

9.2.1.3.2 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation, or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or

9.2.1.3.6 Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, *inter alia* to comply with any instruction under Clause 4.2; or

## **10.1 Contractor's Claim**

10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for Practical Completion of the Works in terms of Clause 5.12, or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:

10.1.1.1 The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:

10.1.1.1.1 The particulars of the circumstance, event, act or omission giving rise to the claim concerned,

10.1.1.1.2 The provisions of the Contract on which he bases the claim

10.1.1.1.3 The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an Approved Programme, indicating the delay on Practical Completion, and

10.1.1.1.4 The amount of money claimed and the basis of calculation thereof.

10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.1 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:

10.1.1.2.1 Within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and

10.1.1.2.2 As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.

10.1.1.3 If the circumstance, event, act or omission relating to the claim are of an ongoing nature:

10.1.1.3.1 the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be

covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1

- 10.1.1.3.2 The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.
- 10.1.2 The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could:
- 10.1.2.1 Increase the Contract Prices,
  - 10.1.2.2 Delay Practical Completion, or
  - 10.1.2.3 Impact on the quality or
  - 10.1.2.4 Impair the performance of the Works in use
- 10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause.
- 10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.

Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice.

- 10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim referring specifically to this Clause. The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;

Provided that:

- 10.1.5.1 The said period of 28 days may be extended if so agreed between the Contractor and the Employer's Agent prior to the expiry of such 28 days, and
  - 10.1.5.2 Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.
- 10.3.1 Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and/or obligations of any party thereto, either during the currency of the

Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms of Clause 10.5. The Contractor or the Employer, hereinafter referred to as "the parties", may deliver to the other a written notice, hereinafter referred to as a "Dispute Notice", of any dispute arising out of or in connection with the Contract;

- 10.10.1 Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.
- 10.10.3 The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.

**1.2.2 CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

	<u>CL No</u>	
Defects liability period	1.1.1.13	12 calendar months
Time for achieving practical completion	1.1.1.14	3 months – inclusive of the 14 day period referred to in Clause 5.3.2 and inclusive of non-working days referred to in Clause 5.8.1, but exclusive of special non-working days.
Name of Employer	1.1.1.15	George Municipality
Name of Employers Agent	1.1.1.16	UDS Africa
Address, telephone and fax number of Employers Agent	1.2.1.2	Unit 8, Time Square Building, 9 Electron Street, Techno Park, 7600 Tel. (021) 880 0443 Fax. 086 563 0003
Address, telephone and fax number of Employer	1.2.1.2	George Municipality York Street George, 6530  Mr P Junies Telephone: (044) 878 2400 E-mail: pjunies@george.gov.za
The Pricing Strategy	1.1.1.26	Re-measurement Contract
Health and Safety Plan	5.3.1	Within 14 days after Commencement Date
Initial programme	5.3.1	Within 14 days after Commencement Date
The agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (no. 85 of 1993) and the Construction Regulations Promulgated there under must be signed	5.3.1	Within 14 days after Commencement Date
Time within which Performance Guarantee (Security) must be provided	5.3.1	Within 14 days after Commencement Date
Time within which Insurance must be provided	5.3.1	Within 14 days after Commencement Date
Letter of Good Standing from the Compensation Commissioner	5.3.1	Within 14 days after Commencement Date
Time to submit documentation before commencement of the Works is	5.3.2	14 days

<p>Non-working days</p>	<p>5.8.1</p>	<p>The special non-working days are:                      (1) All gazetted public holidays falling outside the year end break.                      (2) The year end break commencing as published by SAFCEC</p> <p>The following conditions apply:                      a) No work allowed after 18:00 on weekdays.                      b) Working times for Saturdays are 08:00 - 14:00.                      c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC.                      d) Approval for work outside of normal working hours to be obtained from Employer.</p> <p>Penalty for the transgression of above conditions is R 5 000 per transgression.</p>
<p>Special non-working hours/days</p>	<p>5.8.1</p>	<p>The SAFCEC published industry shutdown period in December and January. All statutory holidays.</p>
<p>Amount of penalty for delay</p>	<p>5.13.1</p>	<p>R 1 000 per day</p>
<p>The requirements for achieving Practical Completions are</p>	<p>5.14.1</p>	<p>All payment items in the bill of quantities must be incorporated into the Works or as determined by the Employer's Agent.</p>
<p>Latent defect period beyond the date of final Approval Certificate</p>	<p>5.16.3</p>	<p>10 Years</p>
<p>The Security provided by the Contractor</p>	<p>6.2.1</p>	<p>Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works</p>
<p>The percentage allowance on the net cost of materials actually used in the completed works is</p>	<p>6.5.1.2.3</p>	<p>5%</p>
<p>Percentage advance on materials not yet built into the Permanent Works is</p>	<p>6.10.1.5</p>	<p>80% of value of materials on site or value of the MOS Guarantee submitted and approved, whichever is the lesser amount.</p> <p>Proof of payment for material must be submitted (before the MOS will be certified) of alternative a MOS guarantee may be provided (at the Contractors cost).</p>



**Contract Data****Part C1.2**

Limit of retention money	6.10.3	Ten percent (10%) of the contract sum
The value of Plant and materials supplied by the Employer to be included in the insurance sum is	8.6.1.1.2	Not Required
The amount to cover professional fees for the repairing damage and loss to be included in the Insurance sum	8.6.1.1.3	15% of the Contract Sum
Limit of indemnity or liability insurance required	8.6.1.3	R 10 000 000-00 for any single claim and the number of claims to be unlimited during the construction defects liability period
Dispute resolution	10.5.1	Ad Hoc Adjudication
The number of Adjudication Board Members to be appointed is	10.5.3	One

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause		
5.1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER:COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**  
**Objections and Complainants Form (Part C1.3)**

(Section 4, item 50 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

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

Address: (postal and street): \_\_\_\_\_  
\_\_\_\_\_

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

Contact person: \_\_\_\_\_

Reference number of Tender : \_\_\_\_\_

Other Party's Details (If any)

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

Address: (postal and street): \_\_\_\_\_  
\_\_\_\_\_

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

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Description of Issue[s] in Dispute  
\_\_\_\_\_

List of Documents Attached

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Determination Sought in Respect of Objection or Complaint

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Form submitted by:

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

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

Position: \_\_\_\_\_

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

Place: \_\_\_\_\_

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE  
LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Form of Professional Indemnity Insurance / Form  
of Performance Guarantee  
(Part C1.4)**

The Tenderer must affix proof of Professional Indemnity Insurance to this page.

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER:COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE  
LEARNER AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Pricing Data (Part C 2)**

C2.1 Pricing Instructions

C2.2 Schedule of Activities

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Pricing Instructions (Part C2.1)**

**C2.1 PRICING INSTRUCTIONS**

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
3. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
5. Tenderers must price all sections of the BOQ. Tenderers who do not price all sections of the BOQ will be rejected.

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1		BILL NO 1					
		PRELIMINARIES AND GENERAL					
	PS A 8.3	Scheduled Fixed-charge and Value-related Items					
1.1	PS A 8.3.1	Fixed preliminary and general charges	Sum	1.0			
1.2	PS A 8.3.2	Value related preliminary and general charges	Sum	1.0			
	PS A 8.4	Scheduled Time-related Items					
1.3	PS A 8.4.1	Time related preliminary and general charges	Sum	1.0			
	PS A 8.5	Sums Stated Provisionally by Engineer					
	PS A 8.5.2	b) For work to be done by a nominated sub-contractor (or the Employer)					
1.4.1		i) Budgetary allowance of ten thousand rand for scanning for existing services	Prov Sum	1.0		10 000	00
1.4.2		ii) Overheads, charges and profit on item i) above	%				
	PS A 8.6	Prime Cost Sums					
		Communication allowance					
1.5.1		a) Budgetary allowance of five thousand rand for cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum	1.0		5 000	00
1.5.2		b) Charge required by Contractor on item a) above	%				
		Additional testing of materials required by Engineer					
1.6.1		a) Budgetary allowance of forty thousand rand for the cost of testing	Prov Sum	1.0		40 000	00
1.6.2		b) Charged required by Contractor on item a) above	%				
	PS A 8.7	Daywork					
Total Carried Forward							



**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Labour					
1.7.1		a) Unskilled	h	24.0			
1.7.2		b) Semi-skilled	h	24.0			
1.7.3		c) Skilled	h	16.0			
1.7.4		d) Artisan	h	16.0			
1.7.5		e) Foreman	h	16.0			
	8.8	Temporary Works					
1.8	PS A 8.8.2	Dealing with Traffic (or accommodation of traffic)	Sum	1.0			
1.9	PS A 8.8.4.2	Excavation by hand in all material to expose existing services	m <sup>3</sup>	10.0			
1.10	PS A 8.8.5	Cost of Survey in Terms of the Land Survey Act	Sum	1.0			
	PS A 8.8.7	Dealing with water for duration of contract					
1.11.1		a) Dealing with subsurface water	Sum	1.0			
1.11.2		b) Dealing with surface water	Sum	1.0			
1.12	PS A 8.9	Application and obtaining wayleaves (time required to be included in contractual programme)	Sum	1.0			
1.13	PS A 8.10	Complying with the Health and Safety Requirements	Sum	1.0			
1.14	PS A 8.11	Contract nameboards	No.	1.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2		<p>BILL NO 2</p> <p>ALTERATIONS</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition), as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>View site:</p> <p>Before submitting his tender, the Contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p>Old materials to be carted away:</p> <p>Old materials from the alterations, except where described as to be re-used or handed over, as well as all rubbish, etc must be regularly carted from the site and not be allowed to accumulate on or around the site</p> <p>Old materials to be re-used:</p> <p>None of the old materials are to be used for new work, except where specifically described as being set aside for re-use</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Explosives:  No explosives whatsoever may be used for demolition purposes, unless otherwise stated					
		General:  The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent					
		Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent					
		Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing, including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described Re-painting or re-varnishing is given separately					
		Prices for taking out of doors, windows, etc shall include for removal of all beads, ironmongery, etc					
		Prices for taking out and removing doors and frames shall include for removing architraves, ironmongery, door stops, cabin hooks, etc and making good floor and wall finishes to match existing					
		With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc shall be levelled and prepared for raising of brickwork					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary					
		The Contractor will be required to take all dimensions affecting the existing buildings on the site and will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (e.g.doors, windows, fittings, etc)					
		REMOVAL OF EXISTING WORK					
		Breaking down and removing brickwork, etc:					
	2.1	120 x 230mm High brick shower upstand wall	m	2.0			
	2.2	One brick walls	m2	10.0			
		Carefully taking out doors, windows, etc including thresholds, sills, etc from brickwork, setting aside for re-use and later taking from store and refixing in similar new positions, including making good cement plaster and paint on both sides and into reveals to new position (closing existing opening elsewhere):					
	2.3	Timber single door and frame 900 x 2100mm high overall, including setting up and building in frame in new brickwork, rehangng door with ironmongery (elsewhere measured)	No	2.0			
		Taking out and removing doors, windows, etc including thresholds, sills, etc from brickwork (altering openings and making good finishes elsewhere):					
	2.4	Roller shutter door approximately 2400 x 2400mm high	No	1.0			
		Taking up and removing floor coverings, etc from timber floors:					
	2.5	Vinyl tile floor covering	m2	26.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Hacking up/off and removing ceramic tiles, including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc:					
2.6		Tiles to floors	m2	11.0			
2.7		Tiles to treads and risers of stairs	m2	1.0			
2.8		Tiles to walls	m2	26.0			
2.9		Tile skirtings 100mm high	m	15.0			
		Carefully taking out and removing sundry joinery work, joinery fittings, etc setting aside for reuse and later refixing in similar positions after sanding of the floors:					
2.10		Timber skirtings	m	19.0			
		Taking down and removing ceilings, partitions, etc:					
2.11		Drywall partitions 2700mm high	m	4.0			
		Taking out/off and removing glass and mirrors:					
2.12		Mirror 600 x 600mm high from wall	No	3.0			
		Taking out and removing piping, sanitary fittings, etc (new elsewhere measured)					
2.13		Vitreous china wash hand basin	No	2.0			
2.14		Vitreous china WC pan with cistern	No	2.0			
2.15		Porcelain bath including brickwork, etc	No	1.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Taking out and removing piping, sanitary fittings, etc including cutting off as necessary, disconnecting piping from fittings and blocking off and making good damaged plasterwork to walls and screeds to floors (all redecoration work elsewhere):					
	2.16	Shower unit, including shower rose and arm, two taps, floor drain, curtain rail, handrail, short lengths of pipework, etc	No	1.0			
		OPENINGS THROUGH EXISTING WALLS, ETC					
		Breaking out for and forming openings through brick walls for new doors and frames, including new prestressed concrete lintels, making good cement plaster and paint on both sides and into reveals and with 20MPa concrete thresholds with steel trowelled finish (new doors and frames elsewhere):					
	2.17	Opening for door with timber frame 900 x 2100mm high overall through one brick wall	No	1.0			
	2.18	Opening for door with timber frame 900 x 2100mm high overall through half brick wall	No	1.0			
		Breaking out for and forming openings through brick walls for new windows, including new brick lintels, making good cement plaster and paint on both sides and into reveals (new windows elsewhere):					
	2.19	Opening for window 1200 x 800mm high through half brick wall	No	1.0			
	2.20	Opening for window 600 x 900mm high through 280mm cavity wall	No	1.0			
		ALTERING OPENINGS					
		Altering openings including building in new prestressed concrete lintels and bonding new brickwork to existing, all as required:					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	2.21	Altering opening in 280mm cavity wall where 2400 x 2400mm high roller shutter door removed to form opening for new window 2400 x 600mm high overall by building up brickwork at bottom including making good plaster and paint on both sides and into reveals	No	1.0			
	2.22	Altering opening in 220mm wall where 900 x 2100mm high timber door and frame removed to form opening for new door 900 x 2100mm high that is moved approximately 500mm to the side, by building up brickwork on one side and breaking away brickwork on the other side, including new precast lintels and making good plaster and paint on both sides and into reveals	No	1.0			
	2.23	Altering existing arched opening to staff bathroom to form opening for new timber door and frame, by building up brickwork above and on sides, including precast lintels and making good plaster and paint on both sides and into reveals	No	1.0			
		<b>BUILDING UP OPENINGS</b>					
		Brickwork in NFP bricks in class II mortar in building up openings, including bonding new to existing and making good cement plaster and paint on both sides:					
	2.24	Opening 900 x 2100mm high overall in half brick wall	No	1.0			
		<b>PREPARATORY WORK TO EXISTING SURFACES</b>					
		Preparatory work to surfaces of existing floors:					
	2.25	Sanding down existing strip timber flooring complete to bare timber	m2	90.0			
		Repairwork to existing brick walls:					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	2.26	Neatly cutting into and removing plaster for a width of approximately 200mm on either side of crack, raking out crack and removing all surface contamination and dust, lightly scabbling smooth surfaces, ensuring area is dry and applying an approved flowable epoxy grout into crack, allowing to cure and applying approved plaster bonding liquid with reinforcing mesh extending 100mm beyond the crack in all directions and finishing neatly in 1:4 cement plaster flush with the surrounding wall plaster	m	35.0			
		MAKING GOOD OF FINISHES, ETC					
		Making good gypsum plasterboard ceilings and timber brandering:					
	2.27	Ceilings where one brick walls removed	m	4.0			
		Making good cement screeds:					
	2.28	Floors where one brick walls removed	m	4.0			
		GENERAL CLEANING					
	2.29	Waterjetting surfaces of existing floor tiles walls with high pressure low-volume water jetting lance to remove all dirt, brushing down and washing to remove surface contamination and leaving perfectly clean on completion	m2	29.0			
	2.30	Wash and clean entire building inside and outside upon completion of the work	Sum	1.0			
Total Carried Forward To Summary							



**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3		<p>BILL NO 3</p> <p>EARTHWORKS</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be included 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Filling:</p> <p>Notwithstanding the reference to prescribed multiple handling in clause 1 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material</p> <p>Testing:</p> <p>Prices for backfilling to trenches and holes only are to include for all necessary density tests in accordance with SANS 1200D</p> <p>FILLING, ETC</p> <p>G5 hardcore filling material supplied by the Contractor, compacted to 98% Mod AASHTO density:</p>					
	3.1	Under floors on existing garage floor	m3	5.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	3.2	Compaction of surfaces: Compaction of ground surface under floors, etc to 98% Mod AASHTO density	m2	18.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 4

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4		<p>BILL NO 4</p> <p>CONCRETE, FORMWORK AND REINFORCEMENT</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Cost of tests:</p> <p>The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SANS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Principal Agent. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Principal Agent. (Test cubes are measured separately)</p> <p>REINFORCED CONCRETE</p> <p>25MPa/19mm concrete:</p>					
	4.1	Slabs (safe)	m3	1.0			
	4.2	Surface beds (garage)	m3	2.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 4

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		TEST CUBES					
4.3		Making and testing sets of three 150 x 150 x 150mm concrete strength test cubes (Provisional)	sets	1.0			
		CONCRETE SUNDRIES					
		Finishing top surfaces of concrete smooth with a steel trowel:					
4.4		Surface beds, slabs, etc	m2	24.0			
		SMOOTH FORMWORK (DEGREE OF ACCURACY II)					
		Smooth formwork to soffits:					
4.5		Slabs (safe)	m2	6.0			
		MOVEMENT JOINTS, ETC					
		Expansion joints with "Sondor Jointex" polyethylene expansion joint filler with tear-off strips in floors:					
4.6		10mm Joints not exceeding 300mm high	m	18.0			
		REINFORCEMENT (PROVISIONAL)					
		Mild steel reinforcement to structural concrete work:					
4.7		Mild steel bar reinforcement (8 to 40mm diameter bars)	t	0.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 4

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		High tensile steel reinforcement to structural concrete work:					
	4.8	High tensile steel bar reinforcement (8 to 40mm diameter bars)	t	0.1			
		High tensile steel dowel bars:					
	4.9	12mm Diameter dowel bar 650mm long with one end fixed 150mm deep into side of existing wall with "Fischer Fis V" epoxy adhesive for tying safe slab to wall	No	50.0			
		Fabric reinforcement:					
	4.10	Type 193 fabric reinforcement in concrete surface beds etc	m2	18.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 5

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
5		<p>BILL NO 5</p> <p>MASONRY</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>BRICKWORK</p> <p>General:</p> <p>Non-load bearing brickwork is to be built to full height less 20mm gap next to the ceiling and is to be left for 14 days before grouting up in 1:3 cement mortar.</p> <p>Sizes in descriptions:</p> <p>Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick</p> <p>Hollow walls:</p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole</p> <p>BRICKWORK</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 5

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		SUPERSTRUCTURE					
		Brickwork of NFP clay bricks in class II mortar:					
	5.1	Half brick walls	m2	7.0			
	5.2	One brick walls	m2	8.0			
		2,5mm Galvanised brick reinforcement:					
	5.3	75mm Wide reinforcement built in horizontally	m	20.0			
	5.4	150mm Wide reinforcement built in horizontally	m	25.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 6

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		BILL NO 6					
		CARPENTRY AND JOINERY					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as 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					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Fixing:					
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given separately elsewhere					
		Sizes:					
		Sizes are nominal and the Contractor shall make allowance in his prices for minor variances in stated finished sizes of timber doors, door members, door frames, architraves, etc					
		Prices					
Total Carried Forward							



**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 6

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Prices for all joinery work are to include for general framing, housing and notching, arris rounded angles, glueing, blocking, planting on, screwing, adhesives, dowels, pellets, cross tongues, screws and nails and setting up complete and also for all square cutting and waste. Tops shall be secured with metal or hardwood buttons.					
		FLOORS, ETC					
		SKIRTINGS					
		Wrought meranti:					
6.1		22 x 94mm Skirtings, plugged	m	76.0			
		DOORS, ETC					
		Hollow core flush doors with 3,2mm plain hardboard covering on both sides:					
6.2		40mm Door 813 x 2032mm high	No	2.0			
		FRAMED FRAMES, ETC					
		Wrought meranti:					
6.3		86 x 67mm Frame without sill for 813 x 2032mm high door	No	2.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 7

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
7		<p>BILL NO 7</p> <p>JOINERY FITTINGS, ETC</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Joinery:</p> <p>In certain cases, joinery fittings have been given as complete units i.e. the components of the units have not been given separately (unless otherwise indicated). Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, fixing, paint or varnish finishes, etc</p> <p>Prices are to include for all necessary filler pieces against walls, etc</p> <p>Descriptions of frames shall be deemed to include frames, transomes, rails, etc</p> <p>Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts, screws, etc.</p> <p>Fixing:</p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p>	H1				
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 7

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		<p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere</p> <p>Decorative thermosetting plastic laminate covering:</p> <p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p> <p>Ironmongery:</p> <p>The tenderer must allow in his pricing for supply and fixing of ALL ironmongery</p> <p>Unless otherwise described, heavy duty good quality fittings must be allowed for and samples will be required for approval by the Principal Agent</p> <p>Sizes and dimensions:</p> <p>All dimensions shall be verified on site before commencing the work and a full set of shop drawings showing all relevant details shall be submitted to the Principal Agent for approval, prior to the manufacture of the units</p> <p>Where sizes are given these are nominal sizes</p> <p>Sealants:</p> <p>Approved polyurethane/silicone sealant complete with backing strips where necessary to be applied all round complete perimeter of fittings between fitting and surrounding structure/adjoining fittings</p> <p>THE FOLLOWING IN KITCHEN CUPBOARDS, SHELVING, ETC</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 7

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		General:					
		The following cupboard fittings have been given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, tops, metalwork, paint or varnish finishes, etc					
		Cupboards, shelves, etc as per Architect's drawing No. 22024_04_005:					
	7.1	Kitchenette unit 2700mm long x 600mm wide x 900mm high overall (Kitchen)	No	1.0			
	7.2	Service counter 3460mm long x 900mm wide x 900mm high overall (Service office)	No	1.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
8		<p>BILL NO 8</p> <p>CEILINGS, PARTITIONS AND ACCESS FLOORING</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Fixing:</p> <p>Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given separately elsewhere</p> <p>Ceilings:</p> <p>Unless otherwise described, ceilings shall be deemed to be horizontal</p> <p>Openings:</p> <p>Prices for openings for light fittings, ventilation grilles, air conditioning diffusers, etc are to include for any necessary additional support, trimming around, etc</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		INSULATION					
		"Isotherm" or similar approved insulation:					
8.1		135mm Insulation in blanket form, closely fitted and laid on top of branderling between roof timbers, etc	m2	12.0			
		NAILED-UP CEILINGS					
		6.4mm Gypsum plasterboard with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface:					
8.2		Ceilings including 38 x 38mm sawn softwood branderling at 400mm centres fixed to existing garage roof	m2	12.0			
		Gypsum plasterboard cornices:					
8.3		100mm Coved cornices	m	19.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 9

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
9		<p>BILL NO 9</p> <p>IRONMONGERY</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Proprietary items:</p> <p>Where applicable, the manufacturers' names or product catalogue titles are given in sub-headings preceding the items. Prices are to be based on the specific products/articles specified. Should tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures, etc clarifying the features of the products/articles offered. On request, returnable samples are to be provided to the Principal Agent for consideration</p> <p>Locks:</p> <p>Notwithstanding Clause 2, Item 3 of the "Ironmongery" trade of the "Standard System of Measuring Building Work, Seventh Edition", descriptions of locks shall be deemed to include two keys per lock</p> <p>HINGES, BOLTS, ETC</p> <p>"QS" or similar approved:</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 9

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	9.1	"Ref QS4415" 100mm Steel butt hinge	No	8.0			
		LOCKS					
		"QS" or similar approved:					
	9.2	"Ref QS5757A" three-lever deadlock	No	4.0			
	9.3	"Ref QS4445-ZA" bathroom indicator bolt	No	4.0			
		LETTERS, NAMEPLATES, ETC					
		150 x 150mm Perspex "Fire-Fighting Information" sign plates with red engraving on white background and red border, screw-fixed with four chrome-plated self-tapping screws or plugs:					
	9.4	"Fire Extinguisher" sign (F-1)	No	2.0			
		HANDLES					
		"Dortello" or similar approved:					
	9.5	"Sapphire" satin chrome handle	Pairs	4.0			
Total Carried Forward To Summary							



**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 10

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
10		<p>BILL NO 10</p> <p>METALWORK</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Descriptions of bolts, anchors, etc:</p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete</p> <p>Items described as "holed for bolt(s)" shall be deemed to exclude the bolts, unless otherwise described</p> <p>Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres</p> <p>Fixing:</p> <p>Unless otherwise described, descriptions of items shall be deemed to include for fixing to brickwork or concrete Where items are described as "bolted", the bolts are measured elsewhere as stated in clause N.7 of the Model Preambles</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 10

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		STEEL WINDOWS, DOORS, ETC					
		Steel windows:					
	10.1	Window 2400 x 600mm high with two mullions, one centre fixed light and two top hung sashes to sides (glazing elsewhere measured)	No	1.0			
	10.2	Window 600 x 900mm high, side hung (glazing elsewhere measured)	No	1.0			
		STEEL RECORDROOM AND STRONGROOM DOORS, VENTILATORS, ETC					
		"Mutual DS2" or similar approved factory primed record room door and frame:					
	10.3	Strongroom door and frame 870 x 1970mm high overall with a mass of 210kg	No	1.0			
		SECURITY PAYROLL WINDOWS					
		"Mutual Shallow Trays PW1, Class G1" or similar approved security payroll windows:					
	10.4	Window 600 x 800mm high	No	2.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 11

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
11		BILL NO 11					
		TILING					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as 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					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Fixing:					
		Unless described as "fixed with adhesive to plaster (plaster elsewhere)", descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors, etc shall be deemed to include 1:3 cement plaster bedding					
		Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat					
		Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts from the "Tal Goldstar" or similar approved range of products as recommended by the manufacturer of the tiles					
		WALL TILING					
		600 x 600 x 8mm Porcelain tiles (Allow a Prime Cost Amount of R150/m2 delivered to site) fixed with adhesive to plaster (plaster elsewhere) and flush pointing with tinted grout:					
	11.1	On walls (bathrooms 1.2m high)	m2	35.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 11

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	11.2	On walls in isolated panels, splashbacks, etc	m2	3.0			
		<b>FLOOR TILING</b>					
		600 x 600 x 8mm Porcelain floor tiles (Allow a Prime Cost Amount of R150/m2 delivered to site) fixed with adhesive to screeds and flush pointing with and including tinted grout:					
	11.3	On floors and landings	m2	29.0			
	11.4	Skirting 100mm high of fair cut tiles	m	19.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
12		<p>BILL NO 12</p> <p>PLUMBING AND DRAINAGE</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Stainless steel basins, sinks, wash troughs, urinals, etc:</p> <p>Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8) Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p> <p>Sealing of edges:</p> <p>Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved mildew resistant silicone sealant and prices must include therefor</p> <p>uPVC pipes and fittings:</p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		<p>uPVC pressure pipes and fittings:</p> <p>Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p>					
		<p>High density polyethylene (HDPE) pipes and fittings:</p> <p>Pipes shall be type IV and of the class specified with "Plascon" or "Alprene" compression fittings</p>					
		<p>"Polycop" polypropylene pipes:</p> <p>Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or where so described "Polylock" compression fittings Pipes shall be firmly fixed to walls, etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p>					
		<p>Copper pipes:</p> <p>Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		<p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p>Reducing fittings:</p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm, only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claims for extra bushes, reducers, etc will be entertained</p> <p>Fixing of pipes:</p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc casting in, building in or suspending not exceeding 1m below suspension level</p> <p>Paper wrapping to pipes:</p> <p>Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings</p> <p>Disinfection of water pipework:</p> <p>Water pipework is to be disinfected at completion in accordance with SANS 1200L (provision for disinfection elsewhere)</p> <p>"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.:</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		<p>Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with suitable overlaps. Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including mastic, tape, "Layflat" sheeting, securing of same, etc</p> <p>Prices for wrapping of pipes shall include for all work as described to couplings in the length</p> <p>Laying, backfilling, bedding, etc of pipes:</p> <p>Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled</p> <p>Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following: SANS 1200L : Medium-pressure pipelines SANS 1200LD : Sewers SANS 1200LE : Stormwater drainage Pipe trenches, etc shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB : Bedding (Pipes) Unless otherwise described, bedding of rigid pipes shall be Class B bedding</p> <p>General:</p> <p>Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately) Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends</p> <p>Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 98% Mod AASHTO density and disposal of surplus material on site</p>					
Total Carried Forward							



**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)					
		Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured) and shall have straight or side outlets and "P" or "S" traps as necessary					
		Description of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.					
		As-built drawings:  Where required, the Contractor shall prepare an updated set of as-built drawings. At completion of the contract the Contractor shall hand these drawings to the Principal Agent for reproducing onto the originals for handing over to the Employer (provision for allowance of as-built drawings elsewhere)					
		<b>SANITARY FITTINGS AND BRASSWARE</b>					
	12.1	Prime Cost Amount of Twenty Four Thousand for supplying sanitary fittings	Prov Sum	1.0		24 000	00
	12.2	Profit on item 12.1 (.....%)	%				
	12.3	General attendance as described	Sum	1.0			
		Take delivery, store, protect and install the following sanitary fittings where other removed, including short lengths of piping, etc as required:					
	12.4	Floor mounted WC pan including cistern, seat, etc	No	3.0			
	12.5	Wash hand basin bolted to wall, including tap, waste, trap, etc	No	4.0			
	12.6	Wall urinal with spreader, waste union and flush valve	No	1.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	12.7	Double bowl sink, including mixer, waste, trap, etc on cupboard (cupboard elsewhere)	No	1.0			
	12.8	16mm Stopcock	No	5.0			
		<b>SANITARY PLUMBING</b>					
		NOTE: The tenderer is responsible for the complete plumbing design and is to investigate the conditions and existing services on site in order to price for a all-inclusive plumbing price. The tenderer is to allow for all pipework, fittings, etc required.					
		Soil, vent pipes, cowls, etc to service the following, complete:					
	12.9	Alter plumbing where bath and basin was removed for new Floor mounted WC pan and basin in new positions	No	1.0			
	12.10	New plumbing point for basin on bathroom walls	No	3.0			
		Testing:					
	12.11	Testing waste pipe system	Sum	1.0			
		<b>WATER SUPPLIES</b>					
		NOTE: The tenderer is responsible for the complete plumbing design and is to investigate the conditions and existing services on site in order to price for a all-inclusive plumbing price. The tenderer is to allow for all pipework, fittings, etc required.					
		Cold water supply pipes to serve the following:					
	12.12	Alter plumbing where bath and basin was removed for new Floor mounted WC pan and basin in new positions	No	1.0			
	12.13	New plumbing point for basin on bathroom walls	No	3.0			
		Testing:					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	12.14	Testing water pipe system	Sum	1.0			
		FIRE APPLIANCES					
	12.15	4.5kg Dry chemical powder fire extinguisher	No	2.0			
		AS-BUILT DRAWINGS					
	12.16	Provision of as-built drawings	Sum	1.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 13

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
13		<p>BILL NO 13</p> <p>GLAZING</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Float glass:</p> <p>The term "float glass" is used for monolithic annealed glass</p> <p>Laminated glass:</p> <p>Laminated glass to have polyvinyl butyral (PVB) interlayer(s)</p> <p>GLAZING TO STEEL WITH PUTTY</p> <p>6.38mm Normal strength (NS) clear laminated safety glass:</p>					
	13.1	<p>Panes exceeding 0,1m <math>\blacklozenge</math> and not exceeding 0,5m <math>\blacklozenge</math></p> <p>MIRRORS, ETC</p>	m2	2.0			
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 13

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	13.2	4mm Silvered float glass copper backed mirrors with polished edges, fixed with double sided adhesive tape and silicone: Mirror 600 x 600mm high	No	4.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 14

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
14		<p>BILL NO 14</p> <p>PLASTERING</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>Moisture tests:</p> <p>Before any finishes, coverings, etc are applied to screeds, plastering, etc or any other in-situ finish, moisture tests are to be carried out to the complete satisfaction of the Principal Agent to ensure that these surfaces have the correct moisture content for the finish to be applied</p> <p>Labours, etc</p> <p>Labours such as fair, rounded and chamfered edges, trowel cuts, throats, V-joints, angles, etc shall be deemed to be included in the descriptions</p> <p>CEMENT PLASTER</p> <p>Unless otherwise described, cement plaster shall be taken to mean Class 1 cement plaster i.e. 1:4 cement:sand plaster (common cement)</p>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 14

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
14		SCREEDS					
		Screeds wood floated, on concrete:					
	14.1	25mm Thick on floors and landings (garage)	m2	18.0			
		INTERNAL PLASTER					
		Cement plaster steel trowelled, on brickwork:					
	14.2	On walls	m2	30.0			
	14.3	On existing walls (garage)	m2	46.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 15

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
15		<p>BILL NO 15</p> <p>PAINTWORK</p> <p>PREAMBLES</p> <p>The General Preambles for Trades (2017 edition) as 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</p> <p>The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>PREPARATORY WORK TO EXISTING WORK</p> <p>Previously painted plastered surfaces:</p> <p>Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and minor cracks shall be opened, filled with a suitable filler and finished smooth</p> <p>Previously painted metal surfaces:</p> <p>Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal</p> <p>Previously painted wood surfaces:</p>					
Total Carried Forward							



**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 15

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth					
		PAINT SPECIFICATIONS					
		All painting shall be done in accordance with "Dulux" specifications, unless otherwise described					
		PAINTWORK, ETC TO NEW WORK					
		ON INTERNAL FLOATED PLASTER SURFACES					
		One coat alkali resistant primer and two coats 'Wash & Wear Matt', on:					
15.1		Walls	m2	76.0			
		ON INTERNAL GYPSUM PLASTER SURFACES					
		One coat alkali resistant primer and two coats 'Wash & Wear Matt', on:					
15.2		Ceilings and beams	m2	18.0			
		ON METAL SURFACES					
		One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel:					
15.3		Windows	m2	4.0			
		ON WOOD SURFACES					
		One coat primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on:					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 15

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	15.4	Skirtings	m	76.0			
		Three coats superior quality clear matt varnish, on:					
	15.5	Doors	m2	8.0			
	15.6	Door frames	m2	3.0			
		ON TIMBER FLOOR COVERING					
		Three coats "Woodoc Water-Borne Floor", on:					
	15.7	Timber flooring (sanding elsewhere measured)	m2	90.0			
		PAINTWORK, ETC TO PREVIOUSLY PAINTED WORK					
		ON INTERNAL FLOATED PLASTER SURFACES					
		One coat alkali resistant primer and two coats 'Wash & Wear Matt', on:					
	15.8	Walls	m2	283.0			
		ON EXTERNAL FLOATED PLASTER SURFACES					
		One coat alkali resistant primer and two coats 'Weatherguard Ultrasmooth, on:					
	15.9	Walls	m2	294.0			
		ON PLASTERBOARD SURFACES					
		Two coats 'Wash & Wear Matt', on:					
	15.10	Ceilings and cornices	m2	128.0			
		ON FIBRE-CEMENT BOARD SURFACES					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 15

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Two coats extremely durable UV-resistant washable pure acrylic paint, on work in poor condition:					
15.11		Gutters and downpipes	m	49.0			
		ON METAL SURFACES					
		Two coats premium quality polyurethane enamel paint, on steel:					
15.12		Windows	m2	23.0			
		ON WOOD SURFACES					
		Two coats superior quality universal enamel paint, on:					
15.13		Doors	m2	8.0			
15.14		Door frames	m2	2.0			
15.15		Exposed roof timbers at eaves and verges	m2	21.0			
15.16		Fascia and barge board not exceeding 300mm girth	m	65.0			
15.17		Skirtings	m	19.0			
		Two coats superior quality clear matt varnish, on:					
15.18		Doors	m2	42.0			
15.19		Door frames	m2	2.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 16

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
16		Bill No 16					
		FENCING					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as 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					
		FENCING					
		"Betafence Nylofor Medium" or similar and approved galvanised steel PVC coated security fence with Bekafix posts, erected complete including concrete bases and including site clearance, preparation of ground, etc:					
	16.1	Security fence 2100mm high	m	55.0			
	16.2	Extra over for pedestrian gate 1040mm wide x 2100mm high, complete with posts and sliding bolt for padlock, hinges, etc	No	1.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 17

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
17		<p>BILL NO 17</p> <p>SUBCONTRACT AMOUNTS</p> <p>PREAMBLES</p> <p>General:</p> <p>Subcontract amounts are net. Subcontract amounts are for material and equipment supplied and installed complete by firms of specialists</p> <p>Each subcontract amount may comprise more than one element of work. Therefore, each subcontract amount may include for work to be carried out by more than one subcontractor</p> <p>Profit:</p> <p>Where stated, the Contractor may allow for profit if required</p> <p>General attendance on nominated/selected subcontractors:</p> <p>The item "General Attendance" which follows each subcontract amount for nominated/selected subcontractors' work, shall be deemed to cover all the Contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:</p> <ol style="list-style-type: none"> <li>1. Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the Contractor</li> <li>2. The provision of water and lighting and of single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation</li> <li>3. The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials</li> </ol>					
Total Carried Forward							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 17

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		4. The use of erected scaffolding belonging to the Contractor, in common with others having the like right, while it remains erected on the site					
		5. The use, at reasonable times by arrangement, of the Contractor's erected hoisting equipment					
		6. Making good in all trades and cleaning down and removal of rubbish on completion					
		Special attendance on nominated/selected subcontractors:					
		Where stated, special attendance, as set out in clause 8.1 of section B of the Preliminaries, will be described in detail in this bill					
		Builder's work:					
		Builder's work in connection with specialist services is given elsewhere in these bills of quantities					
		<b>ELECTRICAL INSTALLATION</b>					
17.1		Subcontract amount of Sixty Thousand Rand for electrical installation (including COC's by competent person)	Prov Sum	1.0		60 000	00
17.2		Profit on item 17.1 (.....%)	%				
17.3		General attendance	sum	0.0			
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

Bill No 18

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
18		BILL NO 18					
		BUDGETARY ALLOWANCES					
		PREAMBLES					
		General:					
		A Budgetary Allowance is a sum of money included in the contract sum for work intended for execution by the Contractor, the extent of which is identified but not detailed					
		Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances					
		Each Budgetary Allowance may comprise more than one element of work					
		ADDITIONAL ALTERATION AND REPAIR WORKS					
	18.1	Budgetary Allowance of Fifty Thousand Rand for additional alteration and repair works	Prov Sum	1.0		55 000	00
		EXTERNAL WORKS & CLEANING					
	18.2	Budgetary Allowance of Thirty Thousand Rand for external works & cleaning	Prov Sum	1.0		30 000	00
Total Carried Forward To Summary							

**UPGRADING OF THE UNIONDALE LEARNER AND DRIVER TESTING STATION BUILDING**

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	Bill No 1	.....
2	Bill No 2	.....
3	Bill No 3	.....
4	Bill No 4	.....
5	Bill No 5	.....
6	Bill No 6	.....
7	Bill No 7	.....
8	Bill No 8	.....
9	Bill No 9	.....
10	Bill No 10	.....
11	Bill No 11	.....
12	Bill No 12	.....
13	Bill No 13	.....
14	Bill No 14	.....
15	Bill No 15	.....
16	Bill No 16	.....
17	Bill No 17	.....
18	Bill No 18	.....
	<b>SUBTOTAL</b>	.....
1	Contingencies (10%)	.....
	<b>SUBTOTAL</b>	.....
2	VAT (15%)	.....
Total Carried Forward To Summary Of Schedules		.....





**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**TENDER FOR APPOINTMENT OF A CONTRACTOR FOR  
UPGRADING OF LEARNER AND DRIVER TESTING STATION  
BUILDING**

**Schedule of Activities (C2.2)**

**C 2.2.1 FEE PROPOSAL GUIDELINES**

Please take note of the following extracted guidelines and use this guideline to gauge your tender price for professional services offered. Guidelines are based on the latest Housing Subsidy Quantum of the Department of Local Government and Housing.

**C 2.2.2 OFFERED FEES FOR VARIOUS PROJECTS**

The following is a schedule that takes note of the prices that the Tenderer is offering to render professional services required on the various projects.

Please take note of the guidelines in order to provide Tenderer with a basis for prices offered.

**Discount is restricted to a maximum of 10% of these fees.**

Any discount in excess of 10% will invalidate the tender.

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**TENDER FOR THE APPOINTMENT OF CONTRACTOR FOR  
UPGRADING OF THE UNIONDALE -LEARNER AND DRIVER TESTING  
STATION BUILDING**

**Scope of Works (C3)**

**C 3.1 DESCRIPTION OF WORKS**

George Municipality  
UNIONDALE  
Project Nr 4, Work Package Nr 6:

Scope of Works:

Uniondale Traffic is a previously residential building which will be converted to be used as a municipal office. In order to better accommodate the function of the facility, the following upgrades and changes must be made:

- **EXTERIOR WORK:**

The exterior of the building and grounds must receive standard maintenance, including clearing of the grounds, painting and general repair work.  
A new perimeter fence must be installed

- **INTERIOR WORK:**

There are a number of interior changes which will require demolition and repair of standard masonry work. A new internal safe must be built. This building has mostly timber floors which will be repaired, adapted and treated.

There are a number of new joinery items needed comprising of kitchen cabinets, kitchenette cabinets, desks, filing cabinets and medium duty filing shelves.

Part of the interior upgrade includes the installation of 2 new aluminum windows/doors and the replacement of an existing timber window. There are some general maintenance items throughout the buildings. Water supply and drainage will tie into the existing services on the site.

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER: COM031/2023**

**APPOINTMENT OF A CONTRACTOR FOR UPGRADING OF THE LEARNER  
AND DRIVER TESTING STATION BUILDING, UNIONDALE**

**Site Information (Part C4)**

Attached as annexure A  
-OHS PLAN

**GEORGE MUNICIPALITY**

**DIRECTORATE: COMMUNITY SERVICES**

**TENDER NUMBER:COM031/2023**

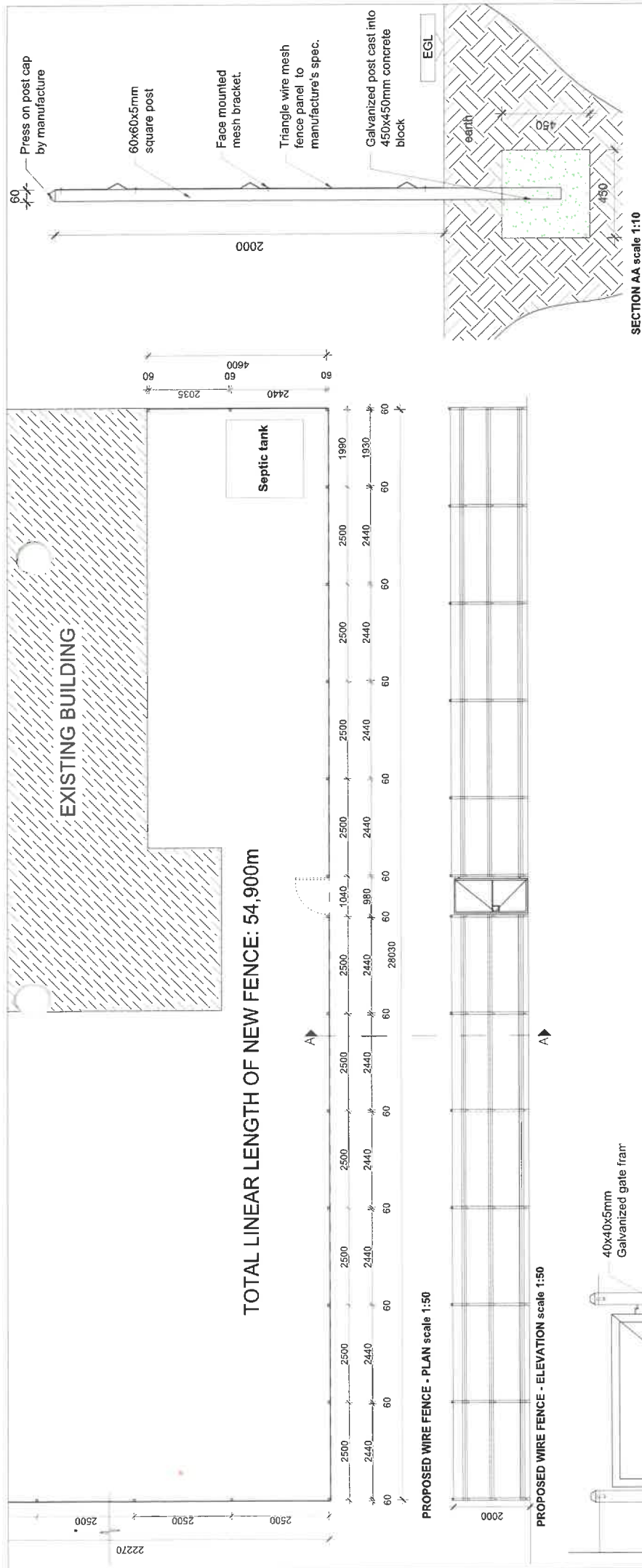
**TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE  
UPGRADING OF THE LEARNER AND DRIVER TESTING STATION  
UNIONDALE**

**Annexure B: Drawings (Part C5)**

The following drawings are applicable:

Plan no: 22024\_03\_005 – Project Specification

Plan no: 22024\_03\_005 – Proposed Mesh Wire Fence



TOTAL LINEAR LENGTH OF NEW FENCE: 54,900m

PROPOSED WIRE FENCE - PLAN scale 1:50

PROPOSED WIRE FENCE - ELEVATION scale 1:50

SECTION AA scale 1:10

PEDESTRIAN GATE - ELEVATION scale 1:10

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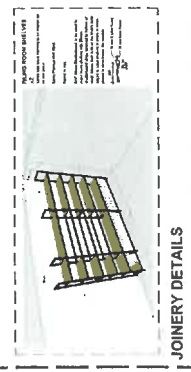
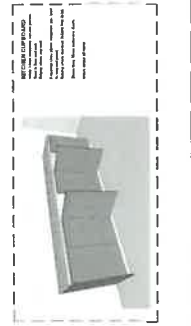
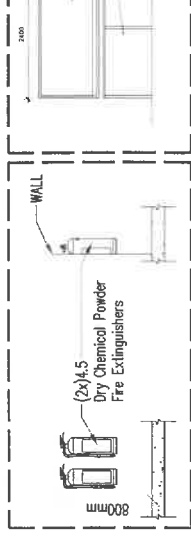
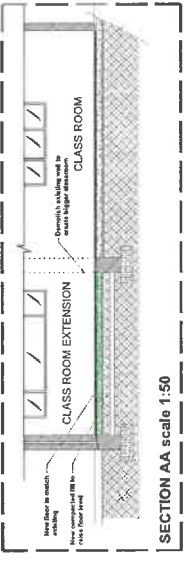
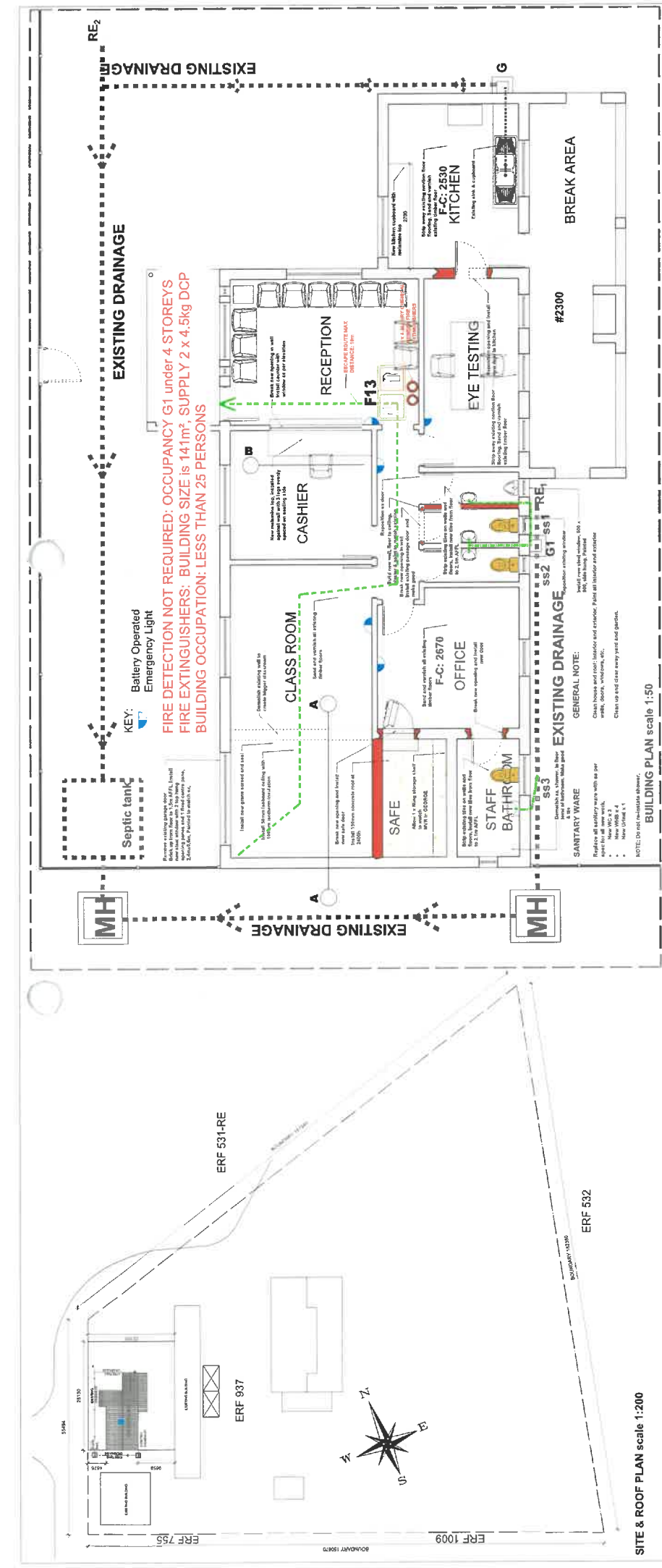
  

Project - Project	UNIONDALE TRAFFIC ERF 937
Klient - Client	GEORGE THE CITY OF GEORGE
Senior Architectural Technologist	SENOR ARCHITECTURAL TECHNOLOGIST
TVZ	TVZ
TVZ	TVZ
TVZ	TVZ
NVZ	NVZ

Scale	As shown
Sheet No.	20230621
Date	22/05/2024
Plan No.	22024_03_005
Wysiging	A B C D E F G

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SITE & ROOF PLAN scale 1:200

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**Project - Project**  
**UNIONDALE TRAFFIC**  
**ERF 937**

**Project - Plan Description**  
**PROJECT SPECIFICATION**

**Scale** As shown  
**Date** 2022/1/24  
**Plan No.** 22024\_03\_005  
**Worksheet** A B C D E F G



**SENIOR ARCHITECTURAL TECHNOLOGIST**  
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**Author of PLANS: NATALIE VAN ZYL** SACAP Reg: PS6172/150556  
**Kilant - Client**

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# Project Health and Safety Specification

In terms of Construction Regulations 2014

## Project Client

**GEORGE MUNICIPALITY**

## Description of Project Works

**REFURBISHMENT OF UNIONDALE  
TRAFFIC DEPARTMENT**

## Project Location

**UNIONDALE**

## Preparation Date

**JULY 2023**

### Project Health and Safety Specification developed by:

Safe Working Practice  
Tel: 0860 111 540  
Fax: 086 672 4991  
Email: [info@safeppractice.co.za](mailto:info@safeppractice.co.za)





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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 7<sup>TH</sup> 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, shopfitter, or landscape architect;

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

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

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

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

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

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

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



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

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

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

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

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

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

"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"medical certificate of fitness" means a certificate contemplated in regulation 7(8);

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

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

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

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

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

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

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

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

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

"structure" means:

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



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

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

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

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

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

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

Tender documents Drawings
------------------------------

**IMPORTANT NOTE:**

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

**1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION**

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

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

The Client is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract.

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

**IMPORTANT NOTE:**

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

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

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





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

### **1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION**

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

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

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

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

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

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

### **1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION**

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

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

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarised 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.

REFURBISHMENT OF UNIONDALE TRAFFIC DEPARTMENT



### 1.5 PROJECT DIRECTORY

<b>Project Client</b>	George Municipality 71 York Street George, 6530	<b>Company Tel:</b>  044 801 9111
<b>Contact Person</b>	Janine Wells	
<b>Project Manager</b>	UDS Africa Time Square Building 9 Electron Street, Techno Park Stellenbosch, 7600	<b>Company Tel:</b>  021 880 0443
<b>Contact Person</b>	Ruaan Siebrits	
<b>Consulting Engineer</b>	UDS Africa Time Square Building 9 Electron Street, Techno Park Stellenbosch, 7600	<b>Company Tel:</b>  021 880 0443
<b>Contact Person</b>	Ruaan Siebrits	
<b>Architect</b>	UDS Africa Time Square Building 9 Electron Street, Techno Park Stellenbosch, 7600	<b>Company Tel:</b>  021 880 0443
<b>Contact Person</b>	T van Zyl	
<b>Construction Safety Agent</b>	Safe Working Practice Unit 11 Tazra Park 6 Stuart Close Somerset Business Park, 7130	<b>Company Tel:</b>  0860 111 540
<b>Contact Person</b>	Stiaan Burger	082 968 3370

### OTHER PARTIES DIRECTORY

<b>Department of Labour for submission of Annexure 2: Notification of Construction Work</b>	<b>Tel:</b> 021 441 8158  <b>e-mail:</b> <a href="mailto:fezeka.ngalo@labour.gov.za">fezeka.ngalo@labour.gov.za</a>
WESTERN CAPE – Fezeka Ngalo	
<b>Department of Labour</b> DoEL George 35 Albert Street, George South, George, 6530	<b>Tel:</b>  044 801 1200
<b>Telecommunications, Water &amp; Electricity</b>	<b>Company Tel:</b>  044 752 1024
<b>Company:</b> Uniondale Municipality	



## 1.6 PROJECT DETAILS

### Description of Works

Refurbishment of existing Building:

- Excavations
- Brick works
- Painting
- Concrete work
- Joinery
- Plastering plumbing
- Roof works
- Electrical works
- General building activities

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

### Anticipated Construction Duration

3 Months

### Provisional Start Date

February 2024

### Provisional Completion Date

May 2024

## 1.7 EXISTING ENVIRONMENT

### Overhead, Above Ground and Underground Services crossing the site:

**Overhead:** Electrical and telecommunication

**Underground:** Electrical, water and sewer

**Ground level:** Sub station

**Service Drawings available:** Yes

**Wayleaves required:** Yes

**Permits required:** Yes, as needed.

**Isolations required:** Electrical

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

The site is surrounded by existing buildings, members from the public will need to be monitored.



**Existing ground conditions and ground survey report:**

No Geotechnical report available.  
As per tender document.

**Existing Traffic Systems**

**Condition:** Two-way tarred roads

**Restrictions to access:** None

**Speed restrictions:** 30km per hour

**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:**

Asbestos  
Confined Spaces  
Demolition  
Excavations  
Fire  
Flammable Liquids / Gas  
Fragile Materials  
Hazardous Substances  
Hot Works  
Members of Public  
Overhead Services (Working near)  
Road Working – in or next to (including Traffic Management)  
Snakes  
Underground Services  
Working at Height  
Working with Effluent

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

Bricklaying  
Compacting and Filling  
Compactor Operations  
Cutting Off Disc  
Electric Tools and Electrical Installations  
Hand tools  
Kerb Laying  
Lifting Operations  
Manual Handling of General Items  
Noise and Dust  
Painting  
Paving (Laying)  
Plant/Vehicle and Equipment Operation



Plastering  
Plumbing  
Scaffold Erection / Dismantling  
Site Strip  
Temporary Work (include False Work, Formwork, Support Work Scaffold and Shoring)  
Troxler Use  
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**

Site establishment  
Electrical connection  
Working at height  
Excavation  
Any task that is rates as High as per the PC's Risk Assessment

**ACTIVITIES REQUIRING PERMITS (FOR HEALTH AND SAFETY PURPOSES)**

**Permit to Dig:** Required as needed.

**Permit to Work with Electricity:** Required

**Confined Space Permit:** Required

**Hot Works Permit:** Required

**Permit to Work under Power Lines:** Required

**Client issued permit for work in restricted areas:** As required.

**Temporary Works:** Required as needed.

**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 nonconformances reported by the Safety Officer to the Contractor's management team. All nonconformances 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 7<sup>th</sup> 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 part time Safety Officer be appointed by the Contractor. Part time Safety Officer must visit site at least 16 hours (2days) per week.**

**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:** Voortrekker Street Uniondale

**Access to site by Construction Workers and Visitors:** Voortrekker Street Uniondale

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

**ARRANGEMENTS FOR SITE CAMP, ABLUTIONS AND YARD**

**Site camp location and set up**

- **Restrictions / requirements:** }  
}
- **Storage areas:** } Contractor to advise in consultation  
} 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.

- **Toilets:** }  
}
- **Washing facilities:** }  
}
- **Drinking Water:** } Contractor to provide as per Regulations  
}
- **Shelter:** }  
}
- **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:** Required

**Lookouts:** Required, Flag men/ladies if traffic accommodation is implemented

***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:** Required

**Safety Harnesses:** As per task Risk assessment

**Hard Hats:** As per task Risk assessment

**Reflective Vests:** Required

**Goggles / gloves / ear defenders / respiratory protection:** As per task Risk assessment

**Safety Footwear:** Required

**Specialist Equipment (e.g., for confined Spaces):** As per task Risk assessment

**Respiratory Protection (i.e., any face mask endorsed by Department of Labour):** As per task Risk assessment

**Note:** Every employer must check regularly on the websites of the National Department of Health ([www.health.gov.za](http://www.health.gov.za)), National Institute of Communicable Diseases ([www.nicd.ac.za](http://www.nicd.ac.za)) and the National Institute for Occupational Health ([www.nioh.ac.za](http://www.nioh.ac.za)) whether any specialised PPE for COVID-19 is required or recommended in any guidelines based on the nature of the workplace or the nature of the duties and the associated level of risk.



### **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:**

Cement  
Petrol  
Diesel  
Oil  
Various silicone adhesives  
Water proofing paints  
Paint

### **1.10 INTERFACE AND RESTRICTIONS BY CLIENT**

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

Business hours in surrounding area will proceed as normal with construction activities taken place on site.

**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.

**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 - All OHS appointments to be cancelled at project completion
- 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
- Mandatary agreements (section 37.2 agreements)
- Incident and accident records / Occupational Disease records
- Contractor Nonconformance 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.

REFURBISHMENT OF UNIONDALE TRAFFIC DEPARTMENT



## 2.0 FURTHER REQUIREMENTS

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

A Principal Contractor must:

- provide and demonstrate to the Client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the Client's documented health and safety specifications, *which* plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the Client, the Client's Safety Agent, or a Contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act -
  - provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
  - ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
  - ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
  - ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
  - appoint each contractor in writing for the part of the project on the construction site
  - take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
  - ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
  - stop any contractor from executing construction work which is not in accordance with the Client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the Client, or the Client's Safety Agent;



- hand over a consolidated health and safety file to the Client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

A contractor must prior to performing any construction work-

- provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Client's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the Client, the Client's Safety Agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

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

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

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

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

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

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

## **2.2 Management and Supervision of Construction Work**

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

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

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

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

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

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

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

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

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

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

### **2.3 Notification of Intention to Commence Construction Work**

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

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

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

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

### **2.4 Construction Work Permit/ Not Applicable to this project**

NOTE:

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 to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water, or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm;
- are equipped with fire extinguishers (2.5 – 4.5 kg); and
- are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that -

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms, or similar appendages, fully lowered, or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set, and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material, and equipment are secured and separated by means of a physical barrier in order

- to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working, or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.
- all plant and vehicles are fitted with amber rotating beacons and reverse alarms.
- ALL construction site vehicles must be inspected daily especially if it has dangerous "items" (fuel, explosives, etc.) on vehicle, completed inspection registers must also be available for inspection.
- the vehicles must resemble the original manufacturer's product. Levers, alarms, and amber lights to be fitted to construction vehicle for notification of vehicle.
- fire extinguishers, signage, and licence disc to be correctly mounted and displayed.
- when the vehicle is stationary no key to be left in or on vehicle or plant.
- Drip tray must be present when stationary.

### **2.27 Electrical Installations and Machinery on Construction Sites**

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

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

### **2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites**

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

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

### **2.29 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 is installed and sounded in the event of a fire.

### **2.30 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.



### 2.31 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.

### 2.32 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.

### **2.33 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 Abatement Regulations, 2020.

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.

### **2.34 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 with section 10.16.1 of the SANS 10085 and safety requirements to be met by the scaffolding inspector and scaffold supervisors on site.

### **2.35 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.

### 2.36 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.

### 2.37 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.

### 2.38 Asbestos

The Contractor shall ensure that all asbestos work is done only by registered "Asbestos Contractor" as prescribed by the Asbestos Abatement Regulations, 2020. 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.

**"asbestos clearance certificate"** means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

**"type 1 asbestos work" means:**

(a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or

(b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and does not require registration as a registered asbestos contractor with the chief inspector;

**"type 2 asbestos work" means:**

(a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or

(b) the removal of asbestos cement products or asbestos insulating board; and requires registration as a type 2 registered asbestos contractor with the chief inspector;



**"type 3 asbestos work" means:**

- (a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and requires registration as a type 3 registered asbestos contractor with the chief inspector;

Besides the requirements listed above, should asbestos be identified as a hazard at the workplace, the contractor must, as per AAR 2020, include the following in the health and safety plan/file and must be implemented on site:

- An asbestos risk assessment must be carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.
- If asbestos-containing materials are identified a written asbestos management plan for the workplace must be prepared by a competent person.
- Train Employees, visitors and persons who may have incidental asbestos exposure to asbestos.
- The Chief Director: Provincial Operations must be notified as per the Annexure 2 when asbestos work will be done, at least seven days prior to commencement of work.
- The contractor may only undertake the type of asbestos work for which they are registered by the chief inspector.
- Must appoint an occupational health and safety representative as contemplated in section 17 of the Act.
- Submit the approved plan of work to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work.
- Appoint an asbestos removal supervisor for each asbestos work site.
- Adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work.
- Ensure that the employee medical and training records are available on site for inspection and validation.
- Keep employee information for a minimum period of 50 years.
- For type 2 and type 3 asbestos work, ensure that air monitoring is in place.
- All asbestos contractor employees must be put under medical surveillance.
- Close off all asbestos containing or affected areas.
- The contractor must provide the required PPE, washing facilities and decontamination facilities as per the type of asbestos work.
- A document must be obtained from the asbestos disposal site for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose
- When all asbestos is removed an inspection must be done by and approved inspection authority and an asbestos clearance certificate issued.
- Comply with the Prohibitions in regulation 24.

### **2.39 Pressure Equipment (Including Gas Bottles)**

The Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where pressure equipment is used, as applicable;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).
- Under pressure equipment 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.



#### **2.40 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.

#### **2.41 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 are 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 regarding 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

#### **2.42 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.

#### **2.43 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.

#### **2.44 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 are provided and maintained.



#### **2.45 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.

#### **2.46 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.

#### **2.47 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.

#### **2.48 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.

### **2.49 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.

### **2.50 Alcohol and Drugs (GSR 2)**

1. A contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a site.

2. No employee shall be under the influence of or have in his or her possession or partake of or offer any other person intoxicating liquor or drugs.

3. An employer or a user, as the case may be, shall, in the case where a person is taking medicines, only allow such person to perform duties at the site if the side effects of such medicine do not constitute a threat to the health or safety of the person concerned or other persons at such site.

### **2.51 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 with GSR 13A.
- Only competent persons may be allowed to work at heights
- Correct personal protective equipment to be used (safety harness and lanyard) and edge protection / lifelines 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.

### **2.52 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.**

### **2.53 Ventilation and Lighting in the Workplace**

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 metres 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 metres 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.

### **2.54 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.

### **2.55 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, value 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 workplace 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.

## **2.56 Hazardous Biological Agents**

"HBA" means a hazardous biological agent which may cause an infection, allergy or toxicity or otherwise create a risk to human health, subdivided into the following groups:

- (a) Group 1 HBA, an HBA that is unlikely to cause human disease;
- (b) Group 2 HBA, an HBA that may cause human disease and be a hazard to exposed persons, which is unlikely to spread to the community and for which effective prophylaxis and treatment is usually available;
- (c) Group 3 HBA, an HBA that may cause severe human disease, which presents a serious hazard to exposed persons and which may present a risk of spreading to the community, but for which effective prophylaxis and treatment is available; and

(d) Group 4 HBA, an HBA that cause severe human disease and is a serious hazard to exposed persons and which may present a high risk of spreading to the community, but for which no effective prophylaxis and treatment is available;

## **Regulations for Hazardous Biological Agents, 2022**

### **HBA reg. 5 Duties of persons who might be exposed to HBAs**

5(1) Any person who is or might be exposed to HBAs must obey any lawful instruction given by or on behalf of the employer or a self-employed person regarding—

- (a) the prevention of an uncontrolled release of an HBA;
- (b) the adherence to instructions regarding environmental and health practices, personal hygiene and good housekeeping;
- (c) the appropriate use of personal protective equipment and clothing as prescribed by these Regulations and the documented risk assessment;
- (d) the appropriate wearing of personal samplers, when necessary, to measure personal exposure to airborne HBAs;
- (e) the disposal of materials containing HBAs and the disinfection and decontamination of any workplace contaminated by an HBA;
- (f) the reporting during normal working hours for such medical examination or tests as contemplated in regulation 8(1); and
- (g) information, instruction and training as contemplated in regulation 4.

5(2) Any person must immediately report to the employer, the health and safety representative or selfemployed person any possible exposure to an HBA at the workplace.

### **HBA reg. 6 Risk Assessment for HBAs**

6(1) A self-employed person must conduct and document the risk assessment to determine if any person could be exposed to an HBA.

6(2) An employer must—

- (a) conduct and document the risk assessment to determine if any person could be exposed to an HBA; and
- (b) ensure that the HBA risk assessment contemplated in paragraph (a) is conducted by a competent person.

6(3) When conducting the risk assessment, as contemplated in subregulation (1) and (2), the employer or self-employed person must take into account, as a minimum, the following matters:

- (a) The nature of the HBA and the possible route of exposure;
- (b) where the HBA might be present and in what form it is likely to be;
- (c) the nature of the work and work processes;
- (d) current control measures in place, effectiveness of control measures and any reasonable deterioration in, or failure thereof; and
- (e) what effects the HBA can have on an employee, including pregnant, immunocompromised and vulnerable employees.

6(4) An employer or a self-employed person must conduct the risk assessment on the basis of all available information, including—

- (a) classification of the HBA into the relevant risk group according to its level of risk of infection as contained in Annexure A;
- (b) recommendations from the manufacturer, supplier or a competent person regarding additional control measures necessary in order to protect the health of persons against such agents as a result of their work;
- (c) information on diseases that may be contracted as a result of the activities at the workplace;



- (d) potential allergenic, infectious or toxic effects that may result from the activities at the workplace; and
  - (e) knowledge of diseases from which employees might be suffering and which may be aggravated by conditions at the workplace.
- (5) An employer must, in terms of the risk assessment—
- (a) consider the recommendations identified in the risk assessment; and
  - (b) develop a documented action plan for the implementation of the recommendations.
- 6(6) An employer must review the assessment required by subregulation (1)—
- (a) at intervals not exceeding 24 months;
  - (b) forthwith, if—
    - (i) the previous assessment is no longer valid;
    - (ii) there has been a change in a process involving an HBA;
    - (iii) there has been a change in the methods, plant or machinery, procedures in the use, handling, control or processing of an HBA;
    - (iv) an incident occurs involving an HBA; or
    - (v) medical surveillance reveals an adverse health effect, where an HBA is identified as a contributing factor. [Please note: numbering as in original.]
- 6(7) The employer must ensure that all employees, the relevant health and safety representative and health and safety committee are informed of the results of the risk assessment, who may comment thereon.

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



## OTHER HEALTH AND SAFETY SPECIFICATION REQUIREMENTS

The contractor must be aware of the following additional requirements:

What	When	Output
Awareness training (Toolbox Talks)	At least weekly and before hazardous work is carried out	Attendance Register
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) covering: a) Health and Safety Representative Checklist b) Safety report from Safety Officer and Safety Agent
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits
General Inspections	As per Health and Safety Specification and OHS A	Report on Health and Safety Specification and OHS A compliance: a) Scaffolding b) Lifting Machinery c) Excavation
General Inspections	Monthly	Covering: a) Firefighting Equipment b) Portable Electrical Equipment c) Ladders
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register g) Dept of Labour Notices
Permits	Before commencement with certain activities	As stipulated by the Health and Safety Specification and the OHS A / Construction Regulations

Key:

OHS A – 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	<b>Project Directory</b>	Please state details of Project Client, Project Manager / Principal Agent, Safety Agent, Consulting Engineer, etc. (Name, address, contact details).
2	<b>Contractors Directory</b>	Please indicate if you will be using Contractors on this project, if yes, include their details, trade, and FEM details.
3	<b>Other Parties Directory</b>	Please indicate contact details for any services applicable (electricity, water, etc.) as well as Department of Labour and Emergency Services.
4	<b>Project Safety Statement</b>	The Project Safety Statement must be included in the Safety Plan.
5	<b>Health and Safety standards for the project (OHS Act, construction regulations, basic conditions of employment, etc.)</b>	Health and Safety standards must be included in the Safety Plan.
6	<b>Project Particulars</b>	Scope of works must be included in the Safety Plan. This is critical.
7	<b>Existing environment – Structures and Surroundings, Services (Electrical, Water, Sewerage, etc.), Traffic Arrangements, Parking, Access to Site, Storage of Plant and Materials</b>	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	<b>Management Structure for safety on the Project</b>	A structured organogram with names of the responsible people must be included.
9	<b>Appointed Persons, Supervision</b>	The required appointments must be identified. A list of the appointed persons must be included in the Safety Plan.
10	<b>Security Procedures</b>	Please indicate if a security company will be appointed and include the contact information in the Safety Plan.
11	<b>Registers list and inspection frequency</b>	A list of the Inspection Registers that will be on file must be included in the Safety Plan.
12	<b>Design Co-ordination</b>	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	<b>Contractor Co-ordination</b>	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	<b>Housekeeping, stacking and storage</b>	Housekeeping policies and procedures must be included in the Safety Plan.
15	<b>Waste Disposal Arrangements</b>	Waste disposal arrangements procedures must be included in the Safety Plan.
16	<b>Noise and dust control</b>	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	<b>Training Requirements</b>	Training requirements must be identified and recorded.
18	<b>Plant and Equipment</b>	A list of plant and equipment to be used on site must be included in the Safety Plan.
19	<b>Safety Monitoring Arrangements</b>	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	<b>Information for Contractors</b>	State how information will be given to Contractors on site.
21	<b>Consultation/communication arrangements with Employees</b>	State how information will be given to employees e.g., notice board.
22	<b>Selection of Contractors Procedures</b>	Principal contractor must state what health and safety procedures they will use to assess the competence and resources of their contractors on site.
23	<b>Activities with risk to Health and Safety (Risk Assessment)</b>	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	<b>Hazardous Substances</b>	Must be listed in the Safety Plan and addressed in the Risk Assessment.
25	<b>First Aid and Medical Procedures</b>	Please indicate name of first aider, position of first aid box, location of nearest medical facility and emergency numbers.
26	<b>Fire and Emergency Procedures</b>	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	<b>Accident and Incident Reporting and investigation</b>	State the Accident and Incident Reporting and investigation procedures of your company.
28	<b>Welfare and Site Facilities</b>	Elaborate on toilets and eating areas, water provision, how will workers be protected during wet weather conditions etc.
29	<b>Site Rules</b>	The Site Rules must be included in the Safety Plan.
30	<b>Personal Protective Equipment</b>	The necessity must be identified by Risk Assessments.
31	<b>Health &amp; Safety File arrangements</b>	Please indicate arrangements for the return of the Health and Safety File to the safety agent at the end of the project.





No	Item	Notes
32	<b>Method Statements/Safe System of Works</b>	A list of Method Statements/Safe System of Works must be included in Safety Plan for all High-risk activities
33	<b>Permits and wayleaves</b>	List of activities that Principal Contractor anticipates will require permits and wayleaves (including those stated in the safety specification) to be included.
34	<b>Fall Prevention and Protection Plan and Fall Rescue Plan</b>	A copy of the Fall Prevention and Protection Plan, fall rescue plan and fall risk assessment must be included in the Safety Plan.
35	<b>Demolition method statement</b>	A copy of the Demolition Method Statement must be included in the Safety Plan.
36	<b>Confined spaces</b>	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	<b>Safety Representatives and Safety Committees</b>	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	<b>Have the significant hazards from the safety specification been addressed?</b>	See section 1.9 of the Specifications and ensure practical measures have been detailed in the safety plan.
39	<b>Safety File - Safety Policies in File and Signed by 16(1) CEO.</b>	Safety Policies must be signed and explained to employees.
40	<b>Safety File - A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.</b>	A copy of the valid Letter of Good standing from FEM / Workman's Compensation must be on file.
41	<b>Safety File - Signed copy of the 37.2 Mandatary Agreement</b>	A 37.2 Mandatary Agreement needs to be signed between the Client and the Principal Contractor.
42	<b>Safety File - Appointment letter from Client (as well as 5.1.K)</b>	The Client must appoint the Principal Contractor in writing.
43	<b>Safety File – Notification / Permit</b>	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))

**ANNEXURE C - BASELINE RISK ASSESSMENT FOR UNIONDALE TRAFFIC DEPT.**

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.

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	Asbestos Cement Pipes	Release of asbestos fibres	<ul style="list-style-type: none"> <li>• Ensure safe access and egress is provided</li> <li>• Erect physical barriers to prevent entry by unauthorised persons, as applicable</li> <li>• damp down exposed area to contain fibre release</li> <li>• Personnel involved to wear asbestos respiratory protection</li> <li>• Exclusion zone may be required</li> <li>• Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.</li> </ul>
2.	Asbestos Cement Removal	Personnel falling from height Debris falling from height Falls of equipment or tools Release of asbestos fibres	<ul style="list-style-type: none"> <li>• Notice to be erected informing personnel of fragile roofs, as applicable</li> <li>• Ensure safe access and egress is provided</li> <li>• Erect physical barriers to prevent entry by unauthorised persons and falls from height, as applicable</li> <li>• Roof sheets to be sprayed with water to prevent fibre release, where feasible</li> <li>• Take extreme care to remove sheets whole. Where breakage occurs damp down exposed area to contain fibre release</li> <li>• Personnel involved to wear asbestos respiratory protection</li> <li>• Exclusion zone may be required under area of sheet removal to prevent injury from falls of material from height</li> <li>• Only Department of Labour registered asbestos contractors may work with asbestos, and strictly in accordance with the requirements of the Asbestos Regulations.</li> </ul>
3.	Bricklaying	Caustic contamination with mortar Contact with sharp bladed tools	<ul style="list-style-type: none"> <li>• Use only trained personnel</li> <li>• Safe means of access to be provided</li> <li>• Safe/Suitable working platform required where working at height</li> <li>• PPE for mortar to include gloves where practicable and goggles/ masks where there is a risk of contamination</li> </ul>
4.	Compacting and Filling	Contact with tipping materials Contact with moving plant Vehicles/personnel falling into excavations Contact with underground services	<ul style="list-style-type: none"> <li>• Trained banksman to control vehicles movement</li> <li>• Only trained personnel use plant</li> <li>• Personal Protective Equipment to be worn</li> <li>• Personnel to stand clear as materials are being tipped</li> <li>• Use stop blocks and signs to warn vehicles of excavations, where applicable</li> <li>• Stand clear of plant whilst materials are being compacted</li> <li>• Establish position of underground services and protect services from damage</li> </ul>
5.	Compactor Operations	Crushing of feet	<ul style="list-style-type: none"> <li>• Only trained and competent personnel to use the machine</li> <li>• Ensure operative wears steel toe cap shoes or boots at all times</li> </ul>
6.	Confined Spaces	Suffocation Fumes	<ul style="list-style-type: none"> <li>• Ensure that confined space is sufficiently ventilated</li> <li>• Wear personal protective equipment such as proper masks if air supply insufficient or not of sufficient quality</li> <li>• Test oxygen levels in confined space to ensure that is safe for entry</li> <li>• Ensure that emergency procedures in place</li> </ul>



	HAZARD	RISK	MINIMUM CONTROL MEASURES
7.	Cutting Kerbs	Saw slipping, Blade disintegrating, Noise, and Dust	<ul style="list-style-type: none"> <li>Only trained operators to use saw and change blades.</li> <li>Personal Protective Equipment must be worn. Gloves, goggles, dust mask and hearing protection.</li> <li>People to be kept away from the work area.</li> <li>Work to cease if people have to pass.</li> <li>Sparks, etc. to be directed away from people and any flammable material.</li> </ul>
8.	Cutting Off Disc	Noise Cuts from machine Fire (particularly at refuelling) Flying debris Blade shattering Contamination by fume created or exhaust fume	<ul style="list-style-type: none"> <li>Use competent personnel.</li> <li>Hot works control- fire extinguisher, fire watchman. (Permit may be required)</li> <li>PPE to include gloves, eye protection, hearing protection</li> <li>Solid working position.</li> <li>Clear working area</li> <li>Correct grade of blade must be used.</li> <li>Good ventilation to be provided (forced if necessary).</li> <li>Changing of wheels to be by competent persons only</li> <li>Cut off discs must not be used for grinding (grinding disc thicker)</li> <li>Bystanders to wear hearing protection, as applicable</li> </ul>
9.	Demolition	Falling materials Premature collapse of structure	<ul style="list-style-type: none"> <li>Ensure there is a current method statement in place</li> <li>Ensure all emergency procedures are in place and all details are displayed</li> <li>Ensure that structural demolition has been approved by the designer and site management</li> <li>Personnel must be competent</li> <li>Ensure at all times there is a safe means of access and egress</li> <li>All personnel must wear suitable and sufficient Personal Protective Equipment, including head, eye, and skin protection</li> </ul>
10.	Electrical Commissioning	Electric shock	<ul style="list-style-type: none"> <li>Personnel to comply with permits to work issued by Client</li> <li>Personal protective equipment to be worn by employees to prevent electric shock</li> <li>First aid treatment to be readily available</li> <li>Only competent and trained persons may decommission or commission electrical equipment</li> </ul>
11.	Electric Tools and Electrical Installations	Electric shock Fire	<ul style="list-style-type: none"> <li>Electric tools and installations to be in good condition</li> <li>Inspect electric tools before use</li> <li>Do not use electric tools in wet/damp conditions</li> <li>Use personal protective equipment such as insulated gloves</li> <li>Electrical installations register to be maintained, inspected by competent person</li> </ul>
12.	Excavations (Working in and around)	Toxic fumes Collapse of trench walls/trapping Falling into excavation Collapse of adjacent structures	<ul style="list-style-type: none"> <li>Deep excavations / monitor air for toxic fumes</li> <li>Prevent collapse by battering back sides to a safe angle or install temporary support</li> <li>Protect vehicles from falling into excavations – provide barriers, signage, etc. as necessary</li> <li>Beware of undermining of other structures (e.g., buildings, scaffolds)</li> <li>Record excavation inspections by competent person on daily basis</li> <li>Provide suitable means of access/egress in case of emergency.</li> <li>Excavations formed by explosives must be accompanied by method statement approved by Client</li> </ul>
13.	Explosive Actuated Fastening Devices	Noise Being struck by cartridge or fixing	<ul style="list-style-type: none"> <li>Operators to be trained, competent and wear appropriate protective equipment, e.g., goggles, gloves, ear defenders, head protection.</li> </ul>



	HAZARD	RISK	MINIMUM CONTROL MEASURES
	Explosive Actuated Fastening Devices (continued)		<ul style="list-style-type: none"> <li>• Cartridge gun to be in good condition, inspected for damage and faults regularly and results entered into register</li> <li>• Used and unused cartridges and cartridge gun should be kept in secure place when not in use, maintain register for return and issue.</li> </ul>
14.	Fire	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> <li>• No littering on site which could become fire hazard, maintain site in clean condition.</li> <li>• No fires to be lit on site. Have a working fire extinguisher at hand at all times.</li> <li>• No smoking or naked flame near flammable substances or in unauthorised areas</li> <li>• Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices</li> </ul>
15.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> <li>• No littering on site which could become fire hazard, maintain site in clean condition.</li> <li>• Have a working fire extinguisher at hand at all times.</li> <li>• No smoking or naked flame near flammable substances or in unauthorised areas</li> <li>• Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices</li> <li>• Equipment must be in good condition, maintained</li> <li>• Personnel using substances must be trained in safe use and risks</li> </ul>
16.	Fragile Materials	Persons or items falling through fragile materials	<ul style="list-style-type: none"> <li>• All fragile materials to be identified and protected prior to work commencing.</li> <li>• Protection to include either covering the fragile materials or excluding activity.</li> <li>• Any coverings to be secured in place</li> <li>• The location of the fragile materials to be indicated by signage</li> </ul>
17.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> <li>• Ensure:</li> <li>• Tool is correct for job</li> <li>• Tool is in good order and suitably sharp</li> <li>• Personnel must be competent/instructed in tool usage and tool safety</li> <li>• Lighting is sufficient</li> <li>• Access is safe, working platform is secure, leading edge is guarded</li> <li>• Operative is wearing all necessary PPE</li> </ul>
18.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> <li>• Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.)</li> <li>• Know what First Aid measures are</li> <li>• Have welfare facilities available for washing of hands, etc.</li> </ul>
19.	Kerb Laying	Nips at joints Crushing by kerbs Caustic burns	<ul style="list-style-type: none"> <li>• Impervious gloves and barrier cream to be used to protect hands.</li> <li>• Personnel should be aware of safe manual handling techniques when handling kerbs.</li> </ul>
20.	Lifting Operations	Falling material Crushing by materials Hand injuries to the slinger Toppling crane	<ul style="list-style-type: none"> <li>• Check test certificate</li> <li>• Check examination certificate</li> <li>• Check inspection have been carried out</li> <li>• Check certificates for lifting equipment (chains, slings, shackles, etc.)</li> <li>• Ensure lifting gear is rated to carry load (SWL)</li> <li>• Ensure materials being lifted are properly packaged and slung.</li> <li>• 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.</li> </ul>



	HAZARD	RISK	MINIMUM CONTROL MEASURES
	Lifting Operations (continued)		<ul style="list-style-type: none"> <li>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.</li> <li>Only trained banksmen to be used.</li> <li>The crane driver and the banksman are to ensure that the signals given are clearly understood.</li> </ul>
21.	Manual Handling of General Items	<p>Muscular skeletal injuries if the load is too heavy or awkward</p> <p>Operative falling/ tripping</p> <p>Contamination from the substance being carried</p> <p>Fall of material being carried</p>	<ul style="list-style-type: none"> <li>Personnel should be aware of safe manual handling techniques</li> <li>Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves.</li> <li>Ensure good housekeeping against tripping/fall hazards.</li> <li>Operative to get assistance if load too heavy- team lift if necessary.</li> <li>Utilise mechanical lifting and carrying aids where possible.</li> <li>Personnel to ensure access equipment, ladders will take weight of operative and load being carried.</li> <li>Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled.</li> </ul>
22.	Members of Public – Protection of	Injury to member of public and road users from site works	<ul style="list-style-type: none"> <li>Barriers and signage to be in place</li> <li>Workers must warn away any members of public from the works</li> <li>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</li> <li>Traffic turning into site – traffic management and signage as required.</li> <li>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</li> <li>Refer to plant risk assessment for details on plant safety precautions</li> <li>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.</li> </ul>
23.	Noise and Dust	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> <li>Wear respiratory and hearing protection</li> <li>Dampen down and minimise dust where possible.</li> </ul>
24.	Overhead Services (Working near)	<p>Contact with live services causing injury to personnel</p> <p>Damage caused to services</p>	<ul style="list-style-type: none"> <li>Maintain safe clearance levels</li> <li>Establish presence of any services via proper walk-through survey of site and/or means of service drawings</li> <li>Wear personal protective clothing</li> <li>Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services</li> <li>Obtain information on clearance levels from service provider</li> </ul>
25.	Painting	Contact with paint	<ul style="list-style-type: none"> <li>Refer to safety data sheet for usage instructions, hazards and precautions required.</li> <li>When working at height, refer to risk assessment addressing this hazard below.</li> </ul>
26.	Paving (Laying)	<p>Impact injuries from tile / mallet</p> <p>Caustic burns</p> <p>Sore knees</p> <p>Cuts from cutter</p>	<ul style="list-style-type: none"> <li>Impervious gloves to be worn/ barrier cream to be used</li> <li>Kneelers or similar to be available</li> <li>Personal protective equipment to be worn – for example if saw used to cut pavers</li> </ul>



	HAZARD	RISK	MINIMUM CONTROL MEASURES
27.	Plant or Vehicles and Equipment Operation	Workers injured by passing traffic Road users and pedestrians at risk from plant operation Noise	<ul style="list-style-type: none"> <li>• Implement traffic protection measures</li> <li>• Trained and competent operators must be used</li> <li>• Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition.</li> <li>• Medical certificates of fitness required for construction plant.</li> <li>• Crossing of road by construction vehicles or machines must be limited to the practical minimum</li> <li>• Plant and vehicles must be fitted with amber rotating beacons and reverse alarms.</li> <li>• Wear appropriate protective clothing/equipment, e.g., goggles, gloves, ear defenders, etc. as appropriate.</li> </ul>
28.	Plastering	Falling materials Fall from height Contact with materials	<ul style="list-style-type: none"> <li>• Ensure standard safety procedures are followed</li> <li>• Ensure there is a safe working area</li> <li>• Ensure safe access and egress</li> <li>• Ensure competent personnel are used</li> </ul>
29.	Plumbing	Falling material Falling from height Fire Burns Exposure to lead fumes	<ul style="list-style-type: none"> <li>• Ensure standard safety procedures are followed at all times</li> <li>• Only used trained and competent personnel</li> <li>• Ensure there is a safe working area at all times</li> <li>• Ensure materials are stored neatly</li> <li>• Ensure there is safe access and egress at all times</li> <li>• Ensure all personnel wear suitable and sufficient personal protective equipment</li> <li>• Consider a hot works permit system prior to commencing any hot works</li> <li>• Make sure emergency procedures are in place and ensure all personnel are aware of where to go in case of a fire</li> </ul>
30.	Road Marking	Contact with moving vehicles Fire	<ul style="list-style-type: none"> <li>• Ensure suitable and sufficient road signs are erected, as applicable</li> <li>• Possible road or lane closure may be required – traffic management may be required</li> <li>• Fire Extinguisher to be situated in a suitable area, use dry powder or foam</li> </ul>
31.	Scaffold Erection/ Dismantling	Personnel falling from a height Items of scaffold falling onto personnel Scaffold collapsing onto those below	<ul style="list-style-type: none"> <li>• Ensure</li> <li>• scaffold is designed to take the imposed loads</li> <li>• scaffolding is constructed properly</li> <li>• scaffold is not overloaded</li> <li>• scaffolders are fully trained</li> <li>• scaffolding is regularly checked by competent person and record of inspection retained. Written inspections to be recorded on weekly basis</li> <li>• scaffolders must adhere to the safe systems of work.</li> <li>• all fall arrest equipment to be checked and certified in good working order</li> <li>• that ALL understand the safe system of work</li> </ul>
32.	Site Strip	Overturning Vehicles	<ul style="list-style-type: none"> <li>• Follow standard safety procedures</li> <li>• Only use trained and competent personnel</li> <li>• Ensure there is a suitable and safe means of access and egress</li> <li>• Ensure banksman used when required</li> <li>• Ensure all personnel wear suitable reflector vests as required</li> </ul>
33.	Snakes	Snake bite	<ul style="list-style-type: none"> <li>• Qualified first aider required for site who can treat snakebite</li> <li>• Snake bite kit to be on hand</li> <li>• Check area before working</li> <li>• Find out nearest hospital and get emergency telephone numbers.</li> </ul>



	HAZARD	RISK	MINIMUM CONTROL MEASURES
34.	Troxler – use of	Radiation exposure Transportation and storage of nuclear equipment Working in road	Ensure <ul style="list-style-type: none"> <li>• Training of Troxler gauge operators in basic radiation safety and correct operating procedure to satisfactory level of competence</li> <li>• An enclosed vehicle must be used for transport of the gauge</li> <li>• After use and before storing the gauge, a visual check to be carried out to confirm shutter is properly closed</li> <li>• Warning signage to be displayed at entrance to store indicating presence of radioactive material</li> <li>• Wear reflective vests when working in or near the road or road shoulder as well as any other required personal protective clothing.</li> </ul>
35.	Underground Services	Striking of buried services	<ul style="list-style-type: none"> <li>• Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g., Municipality or ESKOM) when planning work.</li> <li>• 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.</li> <li>• Comply with the requirements of the safe system of work for underground services.</li> <li>• Where available, locate services with a locator</li> <li>• Hand dig around services</li> </ul>
36.	Working at Height	Personnel falling form height Falling debris Those beneath being injured	<ul style="list-style-type: none"> <li>• All access equipment is properly constructed (inspections record must be maintained)</li> <li>• Only trained personnel construct, dismantle or control the access equipment</li> <li>• All access equipment must have full toe boards and guardrails - comply with SANS 10085 on erection, use and dismantling of scaffolding</li> <li>• No access equipment may be loaded above the level of the guardrail</li> <li>• No access equipment to be loaded above its safe working load</li> <li>• 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</li> <li>• All fall arrest equipment to be correctly maintained</li> <li>• 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°</li> </ul>
37.	Working with Effluent	Contact with effluent causing sickness or disease	<ul style="list-style-type: none"> <li>• ensure good hygiene facilities</li> <li>• personnel to be competent in work activity</li> <li>• personnel to wear appropriate personal protective equipment such as goggles, overall, gloves and goggles</li> </ul>





**ANNEXURE D – GUIDELINES TO HEALTH AND SAFETY BILL OF QUANTITIES**

DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Preparation of principal contractor's site-specific health and safety plan, safety file, risk assessments, fall prevention/protection plan, Annexure 2 notification to Dept of Labour, demolition method statement, other method statements requested to be prepared for safety reasons, permits, amendments to safety plan during course of project, traffic management / accommodation plans, and any other legally required health and safety documentation	Lump sum	Lump sum			
Provision of safety documentation required of the principal contractor for Construction Work Permit application by the safety agent of Dept of Labour, if applicable (note section 2.4 of this safety specification document)	Lump sum	Lump sum			
Provision of current workman's compensation cover for employees for the project, and ensuring that contractors appointed have such cover too	Lump sum	Lump sum			
Health and safety management of principal contractor's employees, visitors, and contractors' employees on site.	Lump sum	Lump sum			
Provision of full time Construction Manager for site, provision of Alternate Construction Manager in absence of Construction Manager and provision of sufficient safety supervision on site	Lump sum	Lump sum			
Provision of full time/ part time SACPCMP registered Construction Health & Safety Officer for site (refer to safety specification for full time / part time requirement) and preparation of safety reports after each safety inspection	Lump sum	Lump sum			
Competence assessment, appointment and required competence and safety training of all principal contractor's legally required appointments for site	Lump sum	Lump sum			
Maintenance of principal contractor's plant and equipment on site so as to be in safe condition, including inspection registers, inspections by competent persons, thorough examination certificates, hand over certificates and related documentation	Lump sum	monthly			
Provision of general safety signage (e.g., first aid, firefighting, traffic safety, excavations, PPE, Assembly Point, noise zones, etc.)	Lump sum	monthly			





DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Provision of medical certificates of fitness for employees on site (Annexure 3)	Lump sum	Lump sum			
Provision of personal protective equipment (PPE) by principal contractor to employees and, as applicable, visitors to site, incl. <ul style="list-style-type: none"> <li>• reflective vests</li> <li>• hard hats</li> <li>• protective footwear</li> <li>• hearing protection</li> <li>• respiratory protection</li> <li>• safety eyewear</li> <li>• gloves</li> <li>• overalls</li> <li>• Safety harnesses and lanyards</li> <li>• Sunblock</li> <li>• UV Protective clothing / hats / eye wear</li> <li>• Protective thermal wear (heat / wind / cold / rain)</li> <li>• Protective firefighting clothing</li> <li>• Arc flash and electrical protective clothing</li> </ul>	Lump sum	Lump sum			
Provision of Fall Prevention and Protection Equipment including. <ul style="list-style-type: none"> <li>• Rope</li> <li>• Lifelines &amp; Self-Retracting Lifelines (SRL)</li> <li>• Anchor Points</li> <li>• Warning Lines &amp; Area demarcation</li> <li>• Fall Arrest Accessories</li> <li>• Fall Rescue Equipment</li> <li>• Passive Fall Protection Equipment</li> <li>• Confined Space Rescue and Retrieval (In elevated work situations)</li> <li>• Etc.</li> </ul>	Lump sum	Lump sum			
Provision of Confined Space work equipment & Training <ul style="list-style-type: none"> <li>• Training</li> <li>• Air Monitoring Equipment</li> <li>• Ventilation Equipment</li> <li>• Entry Equipment</li> <li>• Personal Protective Equipment</li> <li>• Confined Space Rescue and Retrieval Equipment</li> <li>• Communication Equipment</li> <li>• Etc.</li> </ul>	Lump sum	Lump sum			
Holding of safety meetings with safety representatives and safety officers on site on at least monthly basis	Lump sum	monthly			



DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
				R	C
Principal contractor construction safety management attendance at health and safety meetings called by client, professional team, or safety agent	Lump sum	monthly			
Provision of site-specific health and safety induction training for all on site	Lump sum	Lump sum			
Conducting of toolbox talks to employees on health and safety issues on a weekly basis	Lump sum	Lump sum			
Provision of sufficient First Aiders for site as per legal requirements	Lump sum	Lump sum			
Provision of First Aid Boxes for site as per legal requirements	Lump sum	Lump sum			
Provision of sufficient fire extinguishing equipment for site	Lump sum	Lump sum			
Fire drills on site at least 6-monthly basis for duration of project	Lump sum	Lump sum			
Provision of welfare facilities for site (drinking water, toilets, soap, means of drying hands, toilets paper, sheltered eating areas, etc.)	Lump sum	Lump sum			
Provision for safe disposal of waste, spill kits, safe housekeeping, and storage practices	Lump sum	Lump sum			
Provision of leading-edge protection, covers to prevent falls	Lump sum	Lump sum			
Provision of fencing at site camp and to protect excavations	Lump sum	Lump sum			
Compilation of consolidated Safety File at Close Out stage and handover of file to safety agent in hard copy or digital format	Lump sum	Lump sum			
Supply of safety caps on all exposed re-bar	Lump sum	Lump sum			
Any other compliance item in site specific safety specification issued by project client/ safety agent with potential cost implication	Lump sum	Lump sum			
• Item 1					
• Item 2					
• Item 3					
• Item 4					
• Item 5					
Principal contractor's general compliance with respect to the Occupational Health and Safety Act, Construction and other health and safety Regulations apart from other provisions in this bill.	Lump sum	Lump sum			
<b>SUMMARY TOTAL OHS COST PROVISION</b>					

