



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS
AND INFRASTRUCTURE

PUBLIC WORKS, ROADS AND INFRASTRUCTURE

Tender No LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

PROCUREMENT DOCUMENT

(Based on General Conditions of Contract for Construction Works (2015) 3rd Edition published by the South African Institution of Civil Engineering (GCC))

JANUARY 2025

Issued by:

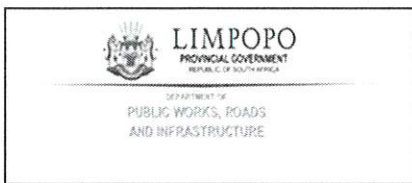
**THE HEAD OF DEPARTMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND
INFRASTRUCTURE
PRIVATE BAG X9490
POLOKWANE
0700**



Name of tenderer:

.....

CIDB CRS numbers:/.....



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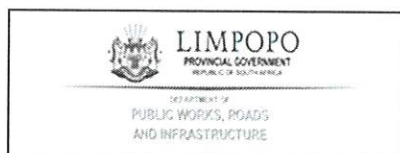
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PUBLIC WORKS, ROADS AND INFRASTRUCTURE

LDPWRI-R/20487

T1.1 Tender Notice and Invitation to Tender

Tenders are hereby invited from Contractors registered with the Construction Industry Development Board (CIDB) having a minimum CIDB grading of **5CE PE** or higher for the **3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE**

Eligible contractors must have four (4) supervisors (Site Agent) with NQF level 4 in Supervision of Civil Engineering/Construction Processes and one (1) Contract Manager with NQF level 5 in the Management of Civil Engineering/Construction Processes issued only by CETA.

Queries relating to the issue of these documents may be addressed in writing to Shitlhangu P, Tel No.: 015 284 7330, e-mail: shitlhangu@dpw.limpopo.gov.za.

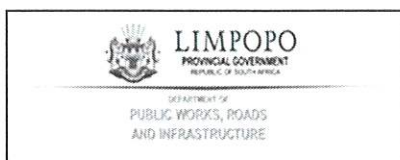
There will be no compulsory clarification meeting.

Documents shall be downloaded from the Employer's website <https://www.dpw.limpopo.gov.za> from the date of the advert

The closing time for receipt of bids is 11h00 hrs on date indicated on the Tender Bulletin. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Bids may only be submitted on the bid documentation that is issued / downloaded. **No ring binding is allowed, only tape binding is allowed.**

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the tender Data.



PUBLIC WORKS, ROADS AND INFRASTRUCTURE

LDPWRI-ROADS/20487

T1.2 Tender Data

The conditions of tender are those contained in the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

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

Clause number	Tender Data
3.1	The Employer is Department of Public Works, Roads & Infrastructure
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information

3.2	The tender documents issued by the employer comprise: Volume 1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Volume 2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (part 2) C2.2 Activity schedules / Bills of Quantities Volume 3: The contract Part C1: Agreements and contract data C1.2 Contract data (part 1) C1.3 Form of Guarantee Part C2: Pricing data C2.1 Pricing assumptions Part C3: Scope of work C3 Scope of work Part C4: Site information C4 Site information
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's representative : Name: Employer's representative of the Department Address: 43 Church Street Tel: 015 284 7000 Fax: 015 284 7030. The language for communications is English

4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: Proposed key staff: 4.1 four (4) supervisors (Site Agent) with NQF level 4 in Supervision of Civil Engineering/Construction Processes issued only by CETA and 4.2 one (1) Contract Manager with NQF level 5 in the Management of Civil Engineering/Construction Processes issued only by CETA. 4.3 At least One (1) Occupational Health and Safety Officer with a minimum of a National Diploma in Safety Management or Environmental Health registered with an accredited body and registered with SACPCMP in terms of Construction Regulations 2014. And Those tenderers who are registered with the CIDB, or are capable of being so by the evaluation of submission (attach proof), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5CE PE or higher class of construction work, are eligible to have their bids evaluated. 5.1 Joint ventures are eligible to submit bids provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the CE class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5 CPE or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 5.2 The following tenderers who are registered with the CIDB, or are capable of being so by the evaluation of submission (attach proof), are eligible to have their tenders evaluated: 5.2.1 contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work; and 5.2.2 contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of 5.2.1 above and who satisfy the following criteria: i) the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and ii) the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
4.10	Tenderers are required to state the rates and currencies in Rands only
4.12	No alternative tender offers will be considered.

4.13	Bids submissions 4.13.1. Bid document shall be submitted as original (bidder to ensure printed document reflect page numbering as advertised). The employer's details and address for delivery of bid's offers and identification details that are to be shown on each tender offer package are: Location of tender box: Department of Education, Coordinates: 23.53.10,68S and 29.26.24,19E Physical address: Corner Blaauwberg and River Street, Ladanna Identification details: Tender No. LDPWRI-R/20487: 3 Year Household term Contract: Routine Road Maintenance 4.13.4 The tenderer is required to submit with his bid the following documents: • resent Centralised Supply Database (CSD) report not older than one-month prior closing date • NQF level 4 in Supervision of Civil Engineering/Construction Processes for a proposed Supervisor • NQF level 5 in the Management of Civil Engineering/Construction Processes for a proposed Construction Manager. • SACPCMP certification for a proposed Safety Officer • Copy of Completion / Final approval Certificate Telephonic, telegraphic, telex, facsimile or e-mailed bids offers will not be accepted.
4.15	The closing time for submission of bids offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The bid offer validity period is 12 weeks.
4.17	The employer shall issue addenda until 7 working days before bid closing time Bids will be scheduled and published on the employer's website
5.1	The Employer will respond to requests for clarification received up to 7 working days before the bid closing time.

5.11.5 Bids will first go through admin compliance before evaluation:

Administrative compliance

Noncompliant to the following administrative requirements will lead to disqualification

Item	Description
01	Power of attorney / authority for signatory must be duly completed and signed
02	Joint Venture Agreement must be duly completed and signed
03	Submission of NQF certificates level 4 in Supervision of Civil Engineering/Construction Processes and 5 in Management of Civil Engineering/Construction Processes for the proposed skilled personnel only issued by CETA
04	Form of Offer must be duly signed and completed
06	Bills of Quantities must be completed in full of a black ink and not typed.
07	Usage of correction fluid will lead to disqualification
08	Certificate of non-collusion must be duly signed and completed
09	Submit the bid document in its original form, any attachment must be submitted separately with the bid document.
10	Completion of the bid document (or returnable schedules) using pencil will lead to disqualification.

All bidders are required to have registered with National Treasury's Central Supplier Database

The institution reserves the rights not to appoint the lowest bid nor award more than one bid to a single service provider.

The Department will appoint one (01) service provider per local municipality.

NOTE: Verification of Director's shall be conducted to validate ownership of the company to mitigate against awarding of more than one bid.

5.11.5

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 90 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration and

P_{min} = Price of lowest acceptable tender

Points scored must be rounded off to the nearest 2 decimal places

Step 2: Calculation of points for Specific goals

Points shall be awarded to a bidder for attaining points for specific goals in accordance with the table below

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Preferential goals Historically Disadvantaged Individuals		
Enterprises owned by Woman (attach Central Supplier Database (CSD).)	4	
Enterprises owned by Disable persons (attach Disability certificate issued by health professionals)	1	
Specific Goals		
Small, Medium and Micro Enterprises (SMMEs) (attach Central Supplier Database (CSD).)	2	
Enterprise located in Limpopo Province.(Attach municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council) .	1	
Promotion of youth (attach Central Supplier Database (CSD).)	2	

5.11.5

Evaluation of bids that scored equal points

- (a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals.
- (b) If two or more bids have equal points, including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

5.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

0= Non-compliant, 1= Poor, 3=Average, 5=Excellent

Eligibility criteria	Weight	Sub criteria points	Maximum score
Company/ Entity's experience in Roads related Projects	30	Points will be based on successfully executed and completed road related projects in the last ten years a) 1 to 3 Projects = 1 b) 4 to 6 Projects = 3 c) 7+ Projects = 5	30
Technical qualification of Construction Contract Manager	15	a) National N Diploma in Engineering studies = 1 b) National Diploma/higher Diploma in Civil Engineering = 3 c) B-Degree/ B-Tech or higher in Civil Engineering = 5 NQF Level 5 in Management of Civil Engineering/ Construction Processes will not be used to allocate points	15
Construction Contract Manager registered with the SACPCMP	10	Registered with the SACPCMP = 1	10
Relevant experience of Construction Contract Manager in Roads related Projects	15	a) 1 to 2yr experience = 1 b) 3 to 5 yr. experience = 3 c) + 6yrs experience = 5	15
Relevant Experience of all 4 Supervisors in Roads Construction or Maintenance Projects	20	a) 1 to 2yr experience = 1 b) 3 to 5yr experience = 3 c) + 6yrs experience = 5 NB: Rate all four supervisors and average NQF Level 4 in Supervision of Civil Engineering Construction Processes will not be used to allocate points	20
Occupational Health and Safety Officer Experience (2 Safety officers, at least one registered with the SACPCMP)	10	a) 1 to 2yr experience = 1 b) 3 to 5yr experience = 3 c) + 6yrs experience = 5 NB: Rate all two safety officers and average	10
Maximum possible score for quality (M_s)	100		100

Quality shall be scored by not less than three persons satisfying the requirements of the Standard for Infrastructure Procurement and Delivery Management.

The minimum number of evaluation points for quality is 70%

a bidder who scores below this minimum shall be disqualified and shall not be considered for further evaluation.

	NOTE: For the bidder to claim points for experience under quality, the bidder must also attach with the returnable, a copy of appointment letter, and a completion/practical completion/final approval certificate for each of the completed projects and also complete Annexure G In the event the bidder was a Subcontractor, the bidder must attach the following proof for each completed project: • copy of appointment letter and completion/practical completion/final approval certificate issued by the main contractor, and • copy of completion certificate of the main contractor for the same project from the client
5.13	Bid offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.17	The number of paper copies of the signed contract to be provided by the employer is one.
5.18	The additional conditions of tender are: The institution reserves the rights not to appoint the lowest bid nor award more than one bid to a single service provider SMME's: 10% of the total civil works is allocated to participate in the local SMME companies. Local is defined as "having their head office within the District boundaries". Local Labour Content: 35% of the total Civil Works of the bill of Quantities will be spent on salaries of local beneficiaries.

T.2.1 List of returnable documents

1. Documentation to demonstrate eligibility to have tenders evaluated

- Company organogram, qualifications & experience of the Bidder's proposed key personnel.
- NQF level 4 in Supervision of Civil Engineering/Construction Processes for the required four (4) supervisors (Site Agent) issued only by CETA
- NQF level 5 in the Management of Civil Engineering/Construction Processes for the required Contract Manager issued only by CETA

Note: The Department may verify the NQF certificates with CETA.

2. Returnable Schedules required for tender evaluation purposes

The tenderer **must** complete the following returnable schedules as relevant:

- Annexure A: Record of Addenda to Tender Documents
- Annexure B: Proposed amendments and qualifications
- Annexure C: SBD 6.1 Specific goals
- Annexure D: Compulsory Declaration
- Annexure E Certificate of Authority for Joint Ventures/Power of attorney, if applicable
- Annexure F Audited Annual Financial Statements Declaration
- Annexure G: Schedule of the bidder's previous relevant experience
- Annexure H Schedule of plant and equipment
- Annexure I: Schedule of local labour content
- Annexure J: Qualification and experience of proposed key staff
- Annexure K: Approach and Method Statement
- Annexure L: Rates for special materials.

3. Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Suitable audited annual financial statements for the preceding financial year within 12 months of the financial year end

4 Other documents that will be incorporated into the contract

- Project Programme and Method statement
- Rates for special materials

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C1.3 Agreement in terms of the Occupational Health and Safety Act 85 of 1993 and appointment as mine manager in terms of section 3(1)(a) of Mine Health and Safety Act 29 of 1996

C1.4 Abstracts of the Mine Health and Safety Act no. 29 of 1996 and amendment Act no. 72 of 1997

C1.5 Performance Guarantee

C1.6 Price List

Failure to sign the form of offer and acceptance will render the tender “non-responsive”

The Tenderer’s attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender staff rates. Failure to tender the staff rates will render the tender non-responsive. Failure to tender the staff rates in the prescribed manner may compromise the competitiveness of the tenderer.

Compensation events which result in changes to the Prices are assessed on the basis of time charges (i.e. the products of each of the staff rates multiplied by the total staff time appropriate to that rate properly spent on work in the contract) These staff rates are used when making changes to the Prices in terms of the Contract. Tenderers need to price these staff rates realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Prices for Services Provided to Date and compensation events which result in changes to the Prices are assessed on the basis of time charges (i.e. the products of each of the staff rates multiplied by the total staff time appropriate to that rate properly spent on work in the contract) These staff rates are used when assessing the amount due and when making changes to the Prices in terms of the Contract. Tenderers need to price these staff rates realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Tenderer’s attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a percentage for overheads and profit added to the Defined Cost. Failure to tender this percentage will render the tender non-responsive.

Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the amount paid by the Supplier in providing the Goods and Services (excluding any tax which the Supplier can recover) for people, equipment, plant and materials to be included in the goods, and transport whether the work is subcontracted or not). This percentage for overheads and profit is applied to Defined Cost when making changes to the Prices in terms of the Contract. This percentage covers everything that is not included in Defined Cost. Tenderers need to price this percentage realistically as it will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Tenderer’s attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a direct fee percentage and a subcontracted fee percentage. Failure to tender these fee percentages will render the tender non-responsive.

Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the payments by the Contractor in Providing the Services for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment). These fee percentages are applied to components of Defined Cost when making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost. Tenderers need to price these percentages realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Prices for Services Provided to Date and compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the payments by the Contractor in Providing the Services for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment). These percentages are applied to components of Defined Cost when assessing the amounts due to the Contractor or making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost. Tenderers need to price these percentages realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a percentage for overheads and profit added to the Defined Cost for people and a percentage for overheads and profit added to other Defined Cost. Failure to tender these percentages will render the tender non-responsive.

Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the amount paid by the Contractor in Providing the Services (excluding any tax which the Contractor can recover) for people employed by the Contractor, plant and materials, work subcontracted by the Contractor and equipment). These percentages for overheads and profit are applied to components of Defined Cost when making changes to the Prices in terms of the Contract. These percentages cover everything that is not included in Defined Cost. Tenderers need to price these percentages realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a percentage for overheads and profit added to the Defined Cost for people and a percentage for overheads and profit added to other Defined Cost. Failure to tender these percentages will render the tender non-responsive.

Compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the amount paid by the Contractor in Providing the Works (excluding any tax which the Contractor can recover) for people employed by the Contractor, plant and materials, work subcontracted by the Contractor and equipment). These percentages for overheads and profit are applied to components of Defined Cost when making changes to the Prices in terms of the Contract. These percentages cover everything that is not included in Defined Cost. Tenderers need to price these percentages realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a direct fee percentage, a subcontracted fee percentage and a number of other cost parameters. Failure to tender these percentages and cost parameters will render the tender non-responsive.

Compensation events which result in changes to the Price are assessed on the basis of Defined Cost (i.e. the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not, as derived from the tendered cost parameters). These fee percentages are applied to components of Defined Cost when making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost. Tenderers need to price these percentages and the cost parameters associated with the Schedule of Cost Components realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

The Prices for Work Done to Date and compensation events which result in changes to the Price are assessed on the basis of Defined Cost (i.e. the amount due to Subcontractors and the cost of the components in the Schedule of Cost Components or Shorter Schedule of Cost Components, as derived from the tendered cost parameters). These fee percentages are applied to components of Defined Cost when assessing the amounts due to the Contractor or making changes to the Prices in terms of the contract and cover everything that is not included in Defined Cost. Tenderers need to price these percentages and the cost parameters associated with the Schedule of Cost Components or Shorter Schedule of Cost Components realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender a direct fee percentage and a subcontracted fee percentage and a number of other cost parameters. Failure to tender these percentages and cost parameters will render the tender non-responsive.

The Price for Work Done to Date and compensation events which result in changes to the Prices are assessed on the basis of Defined Cost (i.e. the amount due to Subcontractors and the prices for work done by the Contractor himself). These percentages are applied to components of Defined Cost when making changes to the Prices in terms of the Contract and cover everything that is not included in Defined Cost. Tenderers need to price these percentages and the cost parameters associated with the Schedule of cost Components realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.

T2.2 Returnable Schedules

Annexure A: 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 considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF BIDDER:

.....

Annexure B: Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

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

SBD6.1

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 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{min} = \text{Price of lowest acceptable tender}$$

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:

80/20

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or}$$

or

90/10

$$P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{\max} = \text{Price of highest acceptable tender}$$

4. POINTS AWARDED FOR SPECIFIC GOALS

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

preference point system; or

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Preferential goals Historically Disadvantaged Individuals		
Enterprises owned by Woman (attach Central Supplier Database (CSD).)	4	
Enterprises owned by Disable persons (attach Disability certificate issued by health professionals)	1	
Specific Goals		
Small, Medium and Micro Enterprises (SMMEs) (attach Central Supplier Database (CSD).)	2	
Enterprise located in Limpopo Province.(Attach municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council) .	1	
Promotion of youth (attach Central Supplier Database (CSD).)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

and I acknowledge that:

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

Annexure D: Compulsory Declaration

The following particulars must be furnished. **In the case of a joint venture, each partner must complete and submit both declaration as attached next page**

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

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

an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

SIGNED ON BEHALF OF BIDDER:

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annexure D: Compulsory Declaration (Cont. for JV parties)

The following particulars must be furnished. By both parties In the case of a joint venture		
Section 1: Enterprise Details		
Name of enterprise:		
Contact person:		
Email:		
Telephone:		
Cell no		
Fax:		
Physical address		
Postal address		
Section 2: Particulars of companies and close corporations		
Company / Close Corporation registration number		
Section 3: SARS Information		
Tax reference number		
VAT registration number:	<i>State Not Registered if not registered for VAT</i>	
Section 4: CIDB registration number		
CIDB Registration number (if applicable)		
Section 5: National Treasury Central Supplier Database		
Supplier number		
Unique registration reference number		
Section 6: Particulars of principals		
principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).		
Full name of principal	Identity number	Personal tax reference number
Section 7: Record in the service of the state		

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| a member of any municipal council | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

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

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

SIGNED ON BEHALF OF BIDDER:

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Annexure E: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

SIGNED ON BEHALF OF BIDDER:

.....

Annexure F: Audited Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited;
name of auditor
☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

Annexure G: Schedule of The Bidder's Past Relevant Experience in Roads Construction /Maintenance

The following is a statement of similar work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

NOTE: In order for the Bidder to claim points for Experience under Functionality for the above listed projects, the Bidder must attach the following proof for each of the projects:

- Copy of Appointment Letter, and
- Copy of Completion Certificate.

SIGNED ON BEHALF OF BIDDER:

.....

Annexure H: Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease **and will make available for this contract** or will acquire **or hire for this contract** if my/our tender is accepted (attach proof of ownership or letter of intent to hire)

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required separately.

- (b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable (attach letter of intent to hire)

Quantity	Description, size, capacity, etc.

SIGNED ON BEHALF OF BIDDER:

.....

Annexure I: Schedule of Local Labour Content

The project is estimated to create a minimum of 300 jobs that will be calculated from the total of Civil Works of the Bill of Quantities

The specified target value for expenditure on wages of local labour is **35% of the Total Civil Works LI items**.

Note: Local labour shall be sourced through the Project Steering Committee (PSC) from the Local Community where Local Community means those in the immediate vicinity of the project.

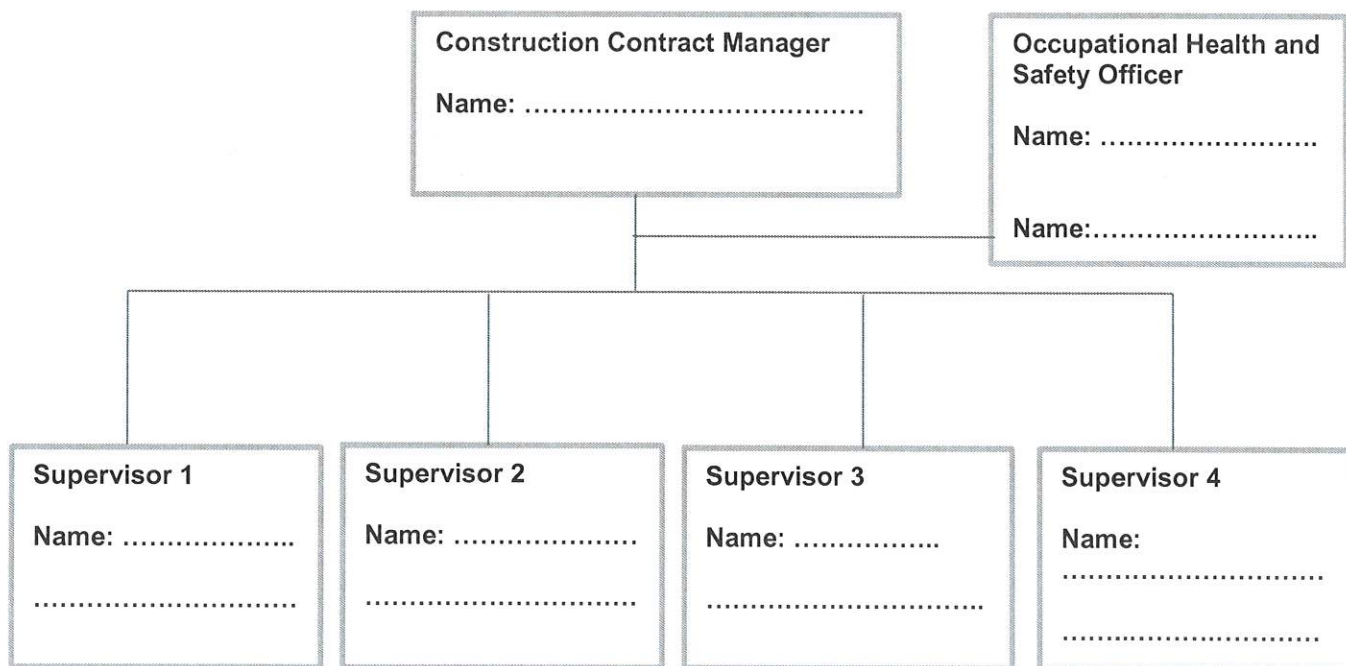
Notes to Bidders:

- (1) Local Labour is defined as hourly paid personnel, sourced through the PSC
- (2) The penalties for not reaching the required labour target values will be calculated at **100% of the difference between the set target values and the actual values achieved by the contractor when the contract reaches 80% time lapsed.**

SIGNED ON BEHALF OF BIDDER:

Annexure J: Qualifications and Experience of Proposed Staff

Company organogram, qualifications & experience of the Bidder's proposed site agents and Contraction Contract Manager



Attach the following regarding the proposed Supervisors and Contraction Contract Manager:

- (1) Certified copy of Qualifications
- (2) Detailed CV (curricula vitae) providing project descriptions, project numbers, project values, duration of the project and responsibilities in the project. Client details such as name, contact person, and contact numbers must also be provided for the information to be verified

The personnel included here shall be used on the project unless otherwise agreed to by the Project Manager during implementation.

SIGNED ON BEHALF OF BIDDER:

.....

Annexure K: Approach and Method Statement

Bidder shall submit a maximum of five (05) page approach and method statement addressing the following:

- Work procedure with timelines,
- Resources and allocation,
- Quality control

SIGNED ON BEHALF OF BIDDER:.....

Annexure L: Rates for Special Materials

Only bitumen products will be dealt with as a special material in terms of subclause 6.8.3 of the General Conditions of Contract. All bitumen products, as indicated in the contract data must be stated in the list below.

The rates and prices for the special materials shall be furnished by the contractor, which rates and prices shall exclude VAT but shall include all other obligatory taxes and levies.

BASE MONTH SHALL BE THE MONTH BEFORE THE CLOSING DATE OF THE BID

SPECIAL MATERIALS	UNIT *	RATE OR PRICE FOR THE BASE MONTH

* Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence from the applicable supplier of the product.

SIGNED ON BEHALF OF BIDDER:

.....

PART C1: AGREEMENT AND CONTRACT DATA

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PART C2: PRICING DATA

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C2.4	CALCULATION OF TENDER PRICE	109-32

C1.1 FORM OF OFFER AND ACCEPTANCE
(Agreement)

Offer

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

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

The Bidder, identified in the Offer signature block, 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 Bidder, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICE 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 Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Bidder:

.....
Signature(s)

.....
Name(s)

.....
Capacity

Name and address of organization:

Signature and Name of Witness:

.....
Signature

.....
Name

Date

PG7: Acceptance of a tender offer

(Version 1: June 2016)

Proposed contract

Project no: _____ **Project description:** _____

Contract No: _____ **Title:** _____

Name of contractor: _____

Time (no of weeks from start of contract to completion/ delivery / end of service): _____

Framework contract: ☐ yes ☐ no (tick appropriate box)

Estimated total of the prices for the contract including VAT and price adjustment for inflation:
(if a framework agreement – state not applicable)

Time (no of weeks from start of contract to completion/ delivery / end of service): _____

Brief description of work associated with the contract: _____

Procurement Gate 7 of the control framework for infrastructure procurement contained in the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM) requires that the tender offer be accepted.

The clause in the SIPDM relating to this activity are as follows:

14.5.1.2 The Form of Offer and Acceptance contained in Annex B of SANS 10845-2 shall be used, with minimal contract-specific amendments, to form the basis of agreement arising from the solicitation of tender offers

Clause 4.4.1.1 of SANS 10845-1 states that "A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded in the schedule of deviations."

Attach a duly completed copy of PG6: Approval of tender evaluation recommendations together the evaluation report(s)

Attached the proposed contract

Recommendation for the acceptance of the tender offer:

[name of person]

[Designation]

Signature: _____

Date: _____

Acceptance of tender offer made by:

[name of designated person – see SCM policy]

[Designation]

Signature: _____

Date: _____

(sign the acceptance portion of the forms of offer and acceptance and initial the pages to the contract)

CONFIRMATION OF RECEIPT

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

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

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

C1.2 CONTRACT DATA

C1.2.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) 3rd Edition published by the South African Institution of Civil Engineering (GCC).

Part 1: Data provided by the Employer

Clause	
1.1.1.15	The employer is the Department of Public Works, Roads & Infrastructure, (The Department) .
1.1.1.15	The person is the Accounting Officer of the Department
1.1.1.17	The Employer's Agent's representative is the Construction Project Manager assigned to the Project.
1.2.1	The employer's address for receipt of communication is: Address: Private Bag X9490, POLOKWANE, 0700 Telephone: 015 284 7001
3.2.3	The Employer's Agent is required in terms of his appointment with the employer to obtain the following specific approvals from the employer:- 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders;
4.3	The Health and Safety Plan shall be delivered and approved before the commencement of works.
5.3.1.	The Works are to be commenced within fourteen (14) Days of the Site Hand-over.
5.5.1	The Works shall be completed within thirty six (36) months as envisaged by the employer, measured from the site hand-over date to due completion date.
5.6	The Works programme is to be delivered within fourteen (14) days of the Commencement Date taken as Date of Site Hand-over
5.8.1	The special non-working days are all designated public holidays (including all foreseeable statutory declared election days), Saturdays and Sundays The year-end break will be as published by South African Forum of Civil Engineering Contractors (SAFCEC)
5.13.1	The penalty for delay is R 2000.00 per day or part thereof, including special non-working days.
5.14.5.2	Defects Liability is only applicable on the rehabilitated portion of the works
6.2.1.	The amount of the Performance Guarantee shall be 5% of the Contract Price. The Performance Guarantee shall be delivered within twenty one (21) days from the Commencement date
6.5.1.2.3	Day work allowances as tendered in Section M9100 of the Bill of Quantities: Materials at cost plus 15%.
6.8.2	The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule for civil works only, where The value of "x" is 0,150 The values of the co-efficients are: $(1 - x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ CPA : Projects predominantly: New Road Construction Rehabilitation Concrete Work (major structures only) a = 0,20 0,20 0,15 b = 0,40 0,35 0,20 c = 0,25 0,35 0,55 d = 0,15 0,10 0,10 "L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site as published in the Statistical News Release, of Statistics South Africa.

Clause	
	"P" is the "Plant Index" and shall be the "Civil Engineering Plant Index" as published in the Statistical News Release, of Statistics South Africa.. "M" is the "Materials Index" and shall be the "Civil Engineering Materials Index" as published in the Statistical News Release, of Statistics South Africa. "F" is the "Fuel Index" and shall be the "Diesel at wholesale level – Witwatersrand Index" as published in the Statistical News Release, of Statistics South Africa. The suffix "o" denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls. The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates. If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Employer's Agent shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Employer's Agent in subsequent payment certificates. The urban area nearest the site is Polokwane The base month shall be the month before the closing date of the bid
6.8.3	The following are special materials: Bitumen binder extracted from petroleum based products and used on site, including that used in asphalt, irrespective of whether it is produced and/or placed by the Contractor or an approved subcontractor. The rates and prices for the special materials shall be furnished by the contractor, which rates and prices ex refinery with the base date specified under 6.8.2 and shall exclude VAT but shall include all other obligatory taxes and levies on the basis specified in the contract price adjustment schedule (paragraph 4(i) and 4(ii)).
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80%.
6.10.3	5% retention is only applicable to the rehabilitated portion of the works
8.6.1.	The amount to be included in the sum insured to cover the value of the contract
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is R0.00
8.6.1.2	The following additional and varied insurances are required: CAR & SASRIA.
8.6.1.3	The Limit of the liability insurance required should not be less than the contract amount.
9.2.1.3.2	Clause 9.2.1.3.2 is replaced by the following "Has failed to submit documentation in time or to submit acceptable documentation"
10.5.2	Disputes are to be referred to ad-hoc adjudication
10.7	Disputes are to be referred for final settlement to arbitration .
Special Clause in terms of RDP	Requirements in terms of government's reconstruction and development programme. Target values: In this project the minimum target values shall be as follows: • Labour local content: 35% of the Civil works • SMMES: 10% of the Civil works • Learnership: R3.5m maximum It is a requirement that the Contractor plan for achieving these targets and that a planned programme for achieving each of the targets is submitted at the start of the project together with the programme of works. <u>Penalties:</u> The penalties for not reaching the required labour target values will be calculated at 100% of the difference between the set target values and the actual values achieved by the contractor when the contract reaches 80% time lapsed.

Part 2: Data provided by the Contractor	
Clause	
1.1.1.9	The name of the Contractor is.....
1.2.1.2	The address of the contractor for receipt of communication is: Physical address: Postal address E-mail address..... Telephone: Facsimile:
6.5.1.2.3	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is% (Maximum 15%).
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.1.20.

PRO FORMA

C1.3 PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:
Physical address:
"Employer" means:
"Contractor" means:
"Employer's Agent" means:
"Works" means:
"Site" means:
"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.
"Contract Sum" means: The accepted amount inclusive of tax of R
Amount in words:
"Guaranteed Sum" means: The maximum aggregate amount of R
Amount in words:
Type of Performance Guarantee: (Insert Variable or Fixed)
"Expiry Date" means: (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

1. VARIABLE PERFORMANCE GUARANTEE

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

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

(Amount in words.....)

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

R.....

(Amount in words.....)

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

2. FIXED PERFORMANCE GUARANTEE

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

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

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

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEE

3.1 The Guarantor hereby acknowledges that:

3.1.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

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

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

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract

- and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 3.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity.....

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4 ABSTRACTS OF THE MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

"mine" means, when –

- (a) "used as a noun-
 - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
 - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes.
- b) used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
 - a) whether that substance is in solid, liquid or gaseous form,
 - b) that occurs naturally in or on the earth, in or under water or in tailings, and
 - c) that has been formed by or subjected to a geological process.

"processing" means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and "process" has a similar meaning

"works" means any place, excluding a mine, where any person carries out-

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED. (To be printed on Contractors letter head)

APPOINTMENT IN TERMS OF SUB-ORDINATE MANAGER: REGULATION 2.6.1 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Head of Department of the 'Department of Public Works, Roads & Infrastructure ' who is our client, and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulation 2.6.1** of the Act as amended, appoint as Sub-Ordinate Manager of the Contractor, of address, and contact number, on contract no **LDPWRI-ROADS/18012 for ROUTINE MAINTENANCE**

PROJECT: BA-PHALABORWA LOCAL MUNICIPALITY IN MOPANI DISTRICT

In accordance with the provisions of the Mine Health and Safety Act, 1996 (Act 29 of 1996), you are also appointed in terms of Section 7(2) of the Mine Health and Safety Act, 1996 to perform the following functions, assigned to the Mine Manager in terms of Section 7(1), 10(2) (b) and (c) and 11 (1) in so far as your area of responsibilities are concerned:-

1. You must identify the hazards, assess the risk and record the hazards to health and safety to which employees may be exposed while they are at work, and
2. To the extent that is reasonable, you must ensure that every employee is properly trained:
 - a. In the measures necessary to eliminate, control and minimise those risks to health and safety.
 - b. In the procedures to be followed to perform the employee's work.
3. To the extent that is reasonably practical, you must: -

Ensure that every employee becomes familiar with the work-related hazards and risk and the measures that must be taken to eliminate, control and minimise those hazards and risks.
4. To the extent that is reasonably practical, you must: -

Ensure that every employee under your control complies with the requirements of the Act.

Institutes the measures necessary to secure, maintain and enhance health and safety.

Considers and employees training and capabilities in respect of health and safety before assigning a task to that employee.

Ensure that work is performed under the general supervision of a person trained to understand the hazards associated with the work, and who has the authority to ensure that the precautionary measures laid down by the Manager are implemented.

You will be responsible for the control, management and direction of all the activities and employees connected with work and you are required to ensure that all such activities take place in accordance with the provisions of the Mine Health and Safety Act and the Regulations are complied with.

You are further required to inform the Manager as soon as practicable, of any breach of any provision of these Regulation, to enable him to inform the Principal Inspector of Mines, Department of Minerals and Energy, or take such steps as may be necessary.

Please acquaint yourself with the relevant Regulations, Standards and Procedures, which have a bearing on your appointment. You must ensure that you are fully conversant with the requirements of the Procedures for Reporting Accidents.

.....
Signature

.....
Date

WITNESS NAME (IN CAPITALS):

1..... 1.....
Name Signature

2..... 2.....
Name Signature

I,, having been appointed in terms of Regulation 2.6.1 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

.....
Signature

.....
Date

WITNESS NAME (IN CAPITALS):

1..... 1.....
Name Signature

2..... 2.....
Name Signature

EXAMPLE FOR USE BY CONTRACTOR WHEN APPOINTING SUB-ORDINATES IN TERMS OF THE MINE HEALTH AND SAFETY ACT (1996) AS AMENDED.

(To be printed on Contractor's letter head)

APPOINTMENT AS COMPETANT PERSON IN CHARGE OF MACHINERY IN TERMS OF REGULATION 2.13.2 IN FORCE IN TERMS OF SCHEDULE 4 OF THE MINE HEALTH AND SAFETY ACT (ACT NO. 29 OF 1996) AS AMENDED BY THE HEALTH AND SAFETY AMEDEMMENT ACT (ACT NO. 72 OF 1997)

I, in my capacity as, having been appointed in terms of **Section 3(1)** of the Act (as amended), by the Head of Department of the 'Department of Public Works, Roads & Infrastructure ' who is our client and owner of the Mine(s) to be worked under the requirements of the above mentioned Acts hereby, in terms of **Regulations 2.13.2** of the Act as amended, appoint as Competent Person in charge of machinery for the Contractor, of address and contact number, on all contracts in the Limpopo Province that are undertaken by the contractor.

You are to report any accident to the mine manager immediately and personally visit the scene of the accident without delay.

You must familiarise yourself with the Mine Health and Safety Act and the Minerals Act and the Regulations and ensure that you have a copy in your possession, and you must take all reasonable measures to ensure that the provisions of this Act are complied with.

Your attention is further drawn to Regulation 2.13.4.1 as well as the requirements of Chapter 18,20 and 21.

Please confirm this appointment by signing at the bottom.

.....

Signature

Date:

WITNESS NAME (IN CAPITALS):

1..... 1

Name

Signature

2..... 2.....

Name

Signature

I,, having been appointed in terms of Regulation 2.13.2 of the act (as amended) to perform all functions entrusted to.....In terms of the Act (as amended) hereby accept the above appointment.

.....

Signature

Date:

WITNESS NAME (IN CAPITALS):

1..... 1

Name

Signature

2..... 2.....

Name

Signature

C1.5

**APPOINTMENT OF A CONTRACTOR OHS ACT 85 of 1993, CR 7(1) (c)
AND WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH &
SAFETY**

In accordance with the provisions of the applicable legislation.

(Tick x in the applicable block)

☒	South Africa	Occupational Health & Safety Act - 85 of 1993 – Section 37(2) & CR (2014), Nema Act
☒	South Africa	Mine Health & Safety Act – 29 of 1996
☐	Botswana	Botswana Factories Act – CHAPP 44:01 – BOWEC Regulations
☐	Botswana	Mines, Quarries, Works & Machinery Act – CHAPP 44:02 – Reg 250
☐	Swaziland	Occupational Health & Safety Act – 9 of 2001
☐	Lesotho	Labour Code Order 1992 – Part VII Health, Safety & Welfare at Work Reg 93
☐	Mozambique	Occupational Health & Safety in Industrial Premises – 48/73
☐	Ghana	Occupational Health and Safety and Environmental Legislation
☐	(other)	

THIS MANDATORY AGREEMENT IS ENTERED INTO ON THE

3 YEAR TERM CONTRACT: HOUSEHOLD ROUTINE ROAD MAINTENANCE IN CAPRICORN DISTRICT

BETWEEN

Principal Contractor: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

(Hereinafter referred to as the Principal Contractor)

AND

Subcontractor / Contractor Name

(Hereinafter referred to as the Contractor)

1. CONTRACTOR'S MAIN SCOPE OF WORK

1. DEFINITIONS

For the purpose of this Mandatory Agreement any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

"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—

- (a) 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
- (b) 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—

- (a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) 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.

"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) a competent person who—
 - (i) prepares a design.
 - (ii) checks and approves a design.
 - (iii) 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
 - (iv) designs temporary work, including its components.
- (b) an architect or engineer contributing to or having overall responsibility for a design.
- (c) a building services engineer designing details for fixed plant.
- (d) a surveyor specifying articles or drawing up specifications.
- (e) a contractor carrying out design work as part of a design and building project; or
- (f) an interior designer, shopfitter or landscape architect.

"Employer" Means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of that employer.

"ENV" means Environmental.

"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.

"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 guardrails, screens, barricades, anchorages or similar equipment.

"Fall protection plan" means a documented plan, which includes and provides for—

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

"Legislation" means Applicable Legislation as indicated on Page 1.

"Mandatory" Includes an agent, a contractor or a contractor for work, but without derogating from his status in his own right as an employer or a user.

"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(1) (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.

"OHS" means Occupational Health Safety.

"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.

"Project" Refers to the contract and has reference to the premises or any part thereof where the work which has been contracted for is to be performed.

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

"QA" means Quality Assurance.

"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—

- (a) 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;
- (b) any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- (c) 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.

"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).

"Tunneling" 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.

2. OBJECTIVE

- 2.1 This agreement, in line with PUBLIC WORKS, ROADS & INFRASTRUCTURE Philosophy of Zero Harm and Accident Prevention, is entered into by the parties in order to identify and stipulate the arrangements and procedures between the **Principal Contractor** and **Contractor** in order to ensure that the **Contractor** and their **Contractors** comply with all the Client **OHS Specification** along with all applicable legislative requirements on the **Project**.
- 2.2 Legislative requirements are mandatory by Law and ignorance of the Law and its regulations are not an excuse. The Contractor and his Contractors shall therefore ensure compliance with all applicable legislative requirements and shall have in their possession a copy of the latest revision as required by Law on this project.
- 2.3 All client contractors to the Principal Contractor are required to have a similar Mandatory Agreement in terms of Section 37(2) of the OHS Act in place and shall ensure it is maintained.

3. INSURANCE

- 3.1 The **Contractor** and his/her contractors warrant that they have the following insurance cover which shall remain in force whilst on the **Project**, or which shall remain in force for the duration of the contractual relationship between the **Contractor** and **Principal Contractor**, whichever period is the longest;
 - a) Compensation Registration covering all occupational injuries and diseases and the cover must be paid up for the duration of the **Project**. Proof of this cover must be provided to the **Principal Contractor** in the form of a **Letter of Good Standing** from either the **Compensation Commissioner** or relevant insurance fund managers.
 - b) Adequate **Public Liability** insurance cover in relation to the work undertaken.
 - c) Any other insurance cover that will adequately make provision for any losses and/or claims arising from its contractors and/or their respective employees and/or omissions whilst on the Project.

4 MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

- 4.1 The contractor must in writing appoint one full-time competent person as the **construction manager** with the duty of managing all the construction work on this 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 contractor.

- 4.2 The 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.
- 4.3 Where the construction manager has not appointed assistant construction managers as contemplated in 4.2, or, in the opinion of Principal Contractor, enough of such assistant construction managers have not been appointed, the Principal Contractor shall direct the construction manager in writing to appoint the number of assistant construction managers.
- 4.4 No construction manager appointed 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.
- 4.5 The contractor must, after consultation with the Principal Contractor 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 the Principal Contractor is decisive.
- 4.6 The contractor may not appoint a Construction Health and Safety Officer (CHSO) 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.
- 4.7 The Construction Manager must in writing appoint Construction Supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
- 4.8 The 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 contemplated in 4.7, 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 any such employee does not relieve the Construction Supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- 4.9 Where the contractor has not appointed an employee as contemplated in 4.8, or, in the opinion of the Principal Contractor, a sufficient number of such employees have not been appointed, the Principal Contractor must instruct the employer to appoint the number of employees indicated by the Principal Contractor, and those employees must be regarded as having been appointed.
- 4.10 No Construction Supervisor appointed under 4.7 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 under 4.7 on all the relevant construction sites, the appointed Construction Supervisor may supervise more than one site.

- 4.11 The **Contractor's** appointed **Construction Manager** will also be required to attend all scheduled **OHS** meetings on the Project.
- 4.12 The **Contractor** and its contractors shall further ensure that all other legislative appointments are implemented and maintained for the duration of the **Project** and that those employees appointed have the necessary training and experience to meet those requirements.

5. TRAINING

- 5.1 The **Contractor** and its contractors shall ensure that all its employees are adequately trained and experienced to perform their work. Where semi-skilled employees are employed, adequate supervision must be available to maintain standards of work and to ensure compliance with **OHS** standards on the **Project**.
- 5.2 The **Contractor** and its contractors shall ensure that all employees undergo formal **OHS Induction** prior to commencing on the **Project**. This shall include but not be limited to inductions done by the Client, Principal Contractor and Contractors own induction process.
- 5.3 The **Contractor** and its contractors shall ensure that all its employees are in possession of valid licenses and/or certificates of the correct code where machinery or plant is utilised. Proof of these licenses and/or certificates will be kept in the **Contractors OHS File**.
- 5.4 Supervisors shall be required to have attended an OHS Legal Liability course and any other requirement the Client imposes in their OHS specification.
- 5.5 CHS Officers shall be required to have at least 2 years experience in the Health, Safety and Environmental construction field with a minimum of a SAMTRAC (or equivalent) diploma. These CHS Officers are required to be registered with the SACPCMP as required by the OHS Act 85 of 1993, CR 2014. The deadline for such registrations is currently determined as August 2016. There might be additional requirements in the Client OHS specification which needs to be adhered to.
- 5.6 Training certificates of employees (CV's for all Supervisors / Management) and Medical fitness certificates for all employees are required on site in the form of personnel files which shall be audited by the Client and or the Principal Contractor from time to time.
- 5.7 Employees 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;
- 5.8 Training certificates, licences applicable for the type and weight classification of the vehicle being operated and Operator.

6. MEDICAL CERTIFICATE OF FITNESS

- 6.1 Every person working on the project will have a valid medical certificate of fitness (valid for a year) issued by an Occupational Medical Health Practitioner. The Principal Contractor has a service provider who come to each project to conduct pre-arranged Medicals and Contractors are encouraged to utilise these opportunities. The cost for the Medicals shall be for the account of each contractor and it remains the contractor's responsibility to ensure all his / her employees are in possession of valid certificates.

7. ACCIDENT / INCIDENT PROCEDURES

- 7.1 The **Contractor** and its contractors shall ensure that enough trained first aiders are available on site for the duration of the **Project**.
- 7.2 It is a requirement to have at least one **Level 2** trained First Aider for every 50 employees.
- 7.3 The **Contractor** and its contractors shall ensure that suitable first aid facilities are provided for the work to be performed. The number of first aid facilities and type of equipment will also be determined by the legislative and **Project** requirements.
- 7.4 Should the **Contractor** or its contractors utilise the **Principal Contractors** first aid facilities then this needs to be agreed upon in writing. Costs of first aid equipment will then be charged to the **Contractor** at the discretion of the **Principal Contractor**.
- 7.5 The **Contractor** and its contractors shall ensure that a suitable **Accident Procedure** is drawn up for the duration of the **Project**. This **Accident Procedure** must be submitted to the **Principal Contractor** and must be in line with the Principal Contractor's procedure and contain the names of all emergency contact persons and contact numbers.
- 7.6 The **Contractor** and its contractors shall ensure that all accidents, incidents, injuries and near misses are reported to the **Principal Contractor** at the soonest convenience as stipulated by the **Principal Contractor**.
- 7.7 The **Contractor** will be responsible to inform the (relevant authorities i.e. **Department of Labour, Department of Minerals and Energy, etc.**) of any **Serious or Reportable Incidents** which may occur in terms of the applicable legislation. All correspondence to the (**Relevant Authorities**) regarding these incidents must be copied and submitted to the **Principal Contractor**.
- 7.8 The **Contractor** shall ensure that a monthly report is submitted to the **Principal Contractor** and shall contain the following.
- a) Man-hours worked for the relevant month (including its contractors' hours)
 - b) No. of work-related injuries for the relevant month as well as the classification of the injuries.
 - c) Each accident / incident shall be investigated by the Contractor, root causes need to be determined and the corrective / preventative measures shall be determined by the Root Causes identified. Corrective / preventative actions shall be formulated and send with the monthly report to the Principal Contractor.
- 7.9 The Client OHS Specification might have additional requirements which need to be complied with.

8. HEALTH, SAFETY AND ENVIRONMENTAL REPRESENTATIVES

- 8.1 The **Contractor** and its contractors shall ensure that an adequate number of Health, Safety and Environmental representatives are appointed and trained, as per the requirements of the applicable legislation and/or **Project OHS** requirements. As a guideline one **Health & Safety Representative** should be appointed for every 50 employees.
- 8.2 The **Contractor** and its contractors shall ensure that regular internal **OHS** meetings are conducted and attended by the appointed **Health & Safety Representative**. The frequency of these meetings must be determined by the work activities performed along with the duration of the **Project**, however at least once every three months.
- 8.3 The **Contractor** and its contractors shall keep records of these meetings in the **OHS File** along with the attendance records.
- 8.4 The **Contractor Manager** or his **Health, Safety and Environmental Representatives** shall attend the main **Project OHS** meetings.
- 8.5 The Client OHS Specification might have additional requirements which need to be complied with.

9. GENERAL ADMINISTRATION / OHS FILE

9.1 ADMINISTRATION

- 9.1.1 The **Contractor** shall ensure that it always has an updated copy of the applicable legislation on the Project and that this copy is accessible to all employees.
- 9.1.2 The **Contractor** and its contractors shall ensure that an **OHS File** is implemented and maintained for the duration of the **Project**. This file must contain all relevant documentation pertaining to **OHS** related issues such as, appointments, risk assessments, accident procedures, incident investigations, training records, registers, check lists, safety meeting minutes and other **OHS** related documentation.
- 9.1.3 The Principal Contractor shall conduct a Compliance Audit to ensure Compliance with Legislation as well as Client Specifications and Contractor OHS Plan once every 30 days. The results shall be distributed to the Contractor and the Contractor shall be responsible to issue a Corrective Action Plan to the Principal Contractor.
- 9.1.4 Each Contractor shall ensure that a similar audit as described in 9.1.3 is conducted on all contractors who have been appointed by them at least once every 30 days. The results shall be distributed to the Contractor and the Contractor shall be responsible to issue a Corrective Action Plan to the Principal Contractor.

9.2 MONTHLY PROJECT MAN-HOUR & INJURY REPORT

- 9.2.1 The **Contractor** is required to submit a formal **Monthly Report of Hours worked and Injuries sustained** to the **Principal Contractor's Project CHS Officer or Construction Manager**.

9.3 SAFETY FILE

- 9.3.1 The **Contractor** will have and maintain an **OHS file** where all **administrative requirements** will be kept. At the end of the **Contractor's** contract the **Contractor** will hand over his **completed OHS file** to the **Principal Contractor** who will submit all documentation to the **Client** at the end of the project.

9.3.2 THE FOLLOWING SHOULD BE CONTAINED IN THE CONTRACTORS OHS FILE:

- 9.3.2.1 An updated copy of the applicable legislation
- 9.3.2.2 Updated valid Letter of Good Standing with WCA or FEM
- 9.3.2.3 Clients Safety Specification
- 9.3.2.4 Risk Assessments (quantified and qualified) approved by the Principal Contractor.
- 9.3.2.5 Fall Protection Plan in line with the Principal Contractor's Plan and approved by the Principal Contractor
- 9.3.2.6 OHS Management Plan approved by the Principal Contractor

9.3.3 RECORDS SPECIFIC TO THE PROJECT:

- 9.3.3.1 Issue Based Risk Assessments for all activities.
- 9.3.3.2 DSTI's – daily before any activities start.
- 9.3.3.3 Toolbox Talks – weekly
- 9.3.3.4 Fall Protection Plan
- 9.3.3.5 Mandatory Agreement with Principal Contractor and with appointed Contractors
- 9.3.3.6 Safety Inductions of Employees and Contractor Employees
- 9.3.3.7 Training for Persons Working at Elevated Positions
- 9.3.3.8 Incident Recording & Investigation Procedures and Documents.
- 9.3.3.9 Incident Reports
- 9.3.3.10 Health and Safety Rep. Inspections
- 9.3.3.11 Issue of PPE free of charge to employees – Control Registers
- 9.3.3.12 Safety Meeting Minutes
- 9.3.3.13 Letter of Good Standing from COIDA
- 9.3.3.14 All Registers and Checklists as required by Legislation

9.3.4 APPOINTMENTS (as required by the applicable Legislation)

- 9.3.4.1 Appointment of Manager / Director
- 9.3.4.2 Construction Manager
- 9.3.4.3 Assistant Construction Manager
- 9.3.4.4 Construction H&S Officer
- 9.3.4.5 Construction Supervisor
- 9.3.4.6 Assistant Construction Supervisor
- 9.3.4.7 Risk Assessor
- 9.3.4.8 Fall Protection Planner / Supervisor
- 9.3.4.9 First Aider
- 9.3.4.10 Incident Investigator
- 9.3.4.11 Health and Safety Representative
- 9.3.4.12 Temporary Electrical Installations & Machinery Inspector and Supervisor
- 9.3.4.13 Explosive Actuated Fastening Device Inspector and Operator
- 9.3.4.14 Explosive Actuated Fastening Device Storeman

- 9.3.4.15 Scaffold Supervisor
- 9.3.4.16 Temporary Works Designer
- 9.3.4.17 Temporary Works Supervisor
- 9.3.4.18 Temporary Works Erector
- 9.3.4.19 Temporary Works Equipment Inspector
- 9.3.4.20 Temporary Works Inspector
- 9.3.4.21 Fire Equipment Inspector
- 9.3.4.22 Construction Vehicle and Mobile Plant Operator / Inspector
- 9.3.4.23 Supervisor of Construction Vehicles and Mobile Plant
- 9.3.4.24 Subordinate Construction Vehicle and Mobile Plant Supervisor
- 9.3.4.25 Construction Site Stacking and Storage Supervisor
- 9.3.4.26 Lifting Tackle Inspector
- 9.3.4.27 Lifting Machine Operator
- 9.3.4.28 Lifting Machine Inspector
- 9.3.4.29 Excavation Supervisor and Inspector
- 9.3.4.30 Demolition Supervisor

9.3.5 APPOINTMENTS – SUPERVISORY

- 9.3.5.1 All legal and client requirements regarding appointments will be adhered to on the project. In all cases the person being appointed will have the necessary training and or experience for the appointed position.
- 9.3.5.2 The **Contractor** will have an **OHS Appointment Structure** in place. The **CEO** will delegate certain responsibilities down to appointed employees; however, he will remain ultimately responsible.
- 9.3.5.3 **Delegation of Duties – Section 16(2).** The **Contractor CEO** will appoint his **Managing Director and Contracts Director** who will oversee that all legal, client and company OHS requirements are implemented, adhered to and enforced.

9.3.6 CONSTRUCTION H&S OFFICER

- 9.3.6.1 **Appointment & Functions.** The function of the Construction H&S is to assist advice and enforce all OHS issues related to the project. The duties of the Construction H&S Officer will include but will not be limited to stop any **Contractor** who in his/her opinion **works unsafely or poses a threat to any other person.**
- 9.3.6.2 **Weekly OHS Inspection Report.** The appointed **Contractor Construction H&S Officer** will be required to formally inspect the project on a weekly basis and all findings will be recorded and distributed to all appointed supervisors, Principal Contractor Site Manager.

9.3.7 HEALTH, SAFETY AND ENVIRONMENTAL REPRESENTATIVES & COMMITTEE MEMBERS

- 9.3.7.1 As per the legal requirement, the **Contractor** will appoint OHS Representatives & OHS Committee Members on the project. These persons will be nominated by the **Contractor** workforce and will thus represent the workforce in all OHS related issues. All OHS Representatives will be members of the

Project OHS Committee and will meet monthly with the project management to discuss OHS related issues.

9.3.7.2 **Appointments & Functions.** The appointed OHS Representatives and Committee members shall be formally trained in their functions and responsibilities. These will also be clearly defined on their appointment forms.

9.3.7.3 **Monthly Inspection Report.** Each OHS Representative is required to complete a formal monthly inspection report for their respective work areas. These reports are then tabled at the monthly safety meetings for review, however, should the need arise an OHS Representative may at any time complete an inspection report and forward it directly onto the appointed Construction Manager. These monthly reports are kept in the **Contractor Safety File** and then archived after the completion of the project.

9.3.8 REGISTERS & CHECKLISTS.

9.3.8.1 In order to ensure that all plant, equipment, systems and procedures are maintained in accordance to **Legislative requirements**, formal inspection **Registers and Checklists** have to be compiled. These **Registers and Checklists** are then completed by the **appointed persons, who are designated in writing**. The completed forms are kept on the **Contractors OHS file** and then archived after project completion.

9.3.8.2 The contractor shall provide the Principal Contractor with a list of all Equipment and Tools he / she intends to use on the project before the equipment / tools are brought onto the site. The Contractor shall make arrangements with the Principal Contractor, Project CHS Officer to inspect the equipment / tools identified on the asset register before the equipment / tools are brought onto the project.

9.3.8.3 The following is a list of **Registers and Checklist required** to be completed for the applicable activities and at intervals as per the requirements of the **Occupational Health and Safety Act 85 of 1993**:

a) Equipment / Tool Register	-	Before start of project and monthly
b) Portable Electrical Equipment	-	Monthly
c) Hand Tools	-	Monthly
d) Scaffolding	-	Daily
e) Temporary Works pour	-	Before, during and after a concrete
f) Fire Extinguishers	-	Monthly
g) Construction Vehicles, Mobile Plant and Equipment	-	Daily
h) Explosive Actuated Fastening Device	-	Monthly
i) Hazardous Chemical Substances	-	Monthly
j) Cranes	-	Daily
k) Slings, Chains & Hooks (Lifting Tackle)	-	Monthly
l) Compressors	-	Monthly

m) Ladders	-	Monthly
n) Hoists	-	Daily
o) Excavations	-	Daily
p) Suspended Scaffolding	-	Daily
q) Gas Welding / Flame Cutting	-	Monthly
r) Full Body Safety Harnesses	-	Monthly
s) Distribution Boards	-	Monthly
t) First Aid Boxes	-	Weekly
u) PPE	-	Monthly

9.3.9 SAFETY INDUCTION AND IDENTIFICATION

- 9.3.9.1 The **Contractor** shall ensure that all his employees and visitors will first go to the **Principal Contractors CHS Officer or Construction Manager** for a **Site Safety Induction**, before the persons will be allowed onto the construction site. The Contractor shall keep a copy of all the signed General OHS Induction forms on his OHS File. Failure to comply will result in a fine imposed onto the **Contractor**.
- 9.3.9.2 The **Contractor** shall ensure that his employees are issued with some sort of identification, i.e. Contractor name on Overalls, Hardhats or ID cards will be acceptable.

9.3.10 RISK ASSESSMENTS AND SAFETY TALKS (TOOLBOX TALKS)

- 9.3.10.1 The Client shall provide a Baseline Risk assessment for all activities associated with the project. The Contractor shall provide Issue based Risk Assessments for all relevant activities identified in the Baseline Risk Assessment. Safe methods of work documents shall be completed for all medium, high and extremely high risks identified. The Contractors shall maintain safe working conditions and a healthy work environment at all times.
- 9.3.10.2 A daily Safety Task Instruction (DSTI) shall be completed as part of the Risk Assessment Process and the daily conditions shall be taken into consideration when these are conducted by the supervisor / foreman on site.
- 9.3.10.3 All Risk assessments shall be communicated to the employees of the contractor by the contractor before work starts.
- 9.3.10.4 When activities change the contractor will be required to revise the risk assessment to suit the changed conditions and re communicate the revised risk assessment with the employees.
- 9.3.10.5 Copies of all risk assessments will be issued to the **Principal Contractor Project CHS Officer or Construction Manager** for review and these will include copies where the **Contractor's** employees have signed confirmation of receiving the risk assessment information.
- 9.3.10.6 It is a requirement by law that all issue-based Risk Assessments is revised monthly. The Contractor shall demonstrate to the Principal Contractor that this is done monthly.

- 9.3.10.7 The **Contractor** is required to have a **Weekly Safety Talk (Toolbox Talk)** with his employees to inform them of safety issues related to their scope of work. The employees of the **Contractor** will sign acknowledgement of receiving the training and copies of the documents shall be kept on the **Contractor OHS file** and copies will be issued to the **Principal Contractor Project CHS Officer or Construction Manager**.
- 9.3.10.8 **Risk Assessor Appointment & Functions.** The risk assessment process will be co-ordinated by a **Contractor Appointed Risk Assessor**. This person will oversee all risk assessments which will include the approval by the **Principal Contractor**. Further to the above, the **Risk Assessor** will ensure that all **Appointed Contractor Supervisors** convey the information on the risk assessments to the respective work crews and the **Contractor** employees sign an Attendance Register.
- 9.3.10.9 The contractor must, before the commencement of any construction work and during such 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—
- (a) the identification of the risks and hazards to which persons may be exposed to.
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method.
 - (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
 - (d) a monitoring plan; and
 - (e) a review plan.
- 9.3.10.10 The contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
- 9.3.10.11 The contractor must ensure that all employees under his or her 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.
- 9.3.10.12 The principal contractor must ensure that all his/her contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
- 9.3.10.13 The contractor must consult with the health and safety committee or, if no health and safety committee exist, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
- 9.3.10.14 The contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
- 9.3.10.15 The contractor must review the relevant risk assessment—

- (a) where changes are affected to the design and or construction that result in a change to the risk profile; or
- (b) when an incident has occurred.

9.3.11 OHS MEETINGS

- 9.3.11.1 Monthly OHS meetings with all OHS Representatives and other committee members will be conducted for the contract. Depending on the scope of work, monthly OHS Contractor meetings will also be conducted to discuss OHS related matters.
- 9.3.11.2 The project OHS meetings are formalised with a standard agenda; however, each project may adapt the standard agenda to meet either client requirements or joint venture requirements. Minutes must be kept for each meeting and distributed to each member. As with all OHS documentation these are filed on the Contractor Safety files for viewing by either the Principal Contractor or Client or Officials from the Dept of Labour.
- 9.3.11.3 All persons attending OHS meetings are required to sign a standard attendance register as proof of attendance.
- 9.3.11.4 Contractor Supervisor Meetings. It might be required by the Principal Contractor to have safety meeting with the supervisors of the Contractors when the need arise or if the Principal Contractor see it fit to have meetings.

9.3.12 ACCIDENT PROCEDURES

- 9.3.12.1 Standard Accident Procedure. Fully equipped first aid boxes along with applicable signage must be placed in prominent areas on the project. All incident investigations will be conducted by either the **Contractor Construction Health and Safety Officer**, appointed investigator or appointed **Contractor OHS Representative**.
- 9.3.12.2 **First Aider Appointment & Functions.** Each trained First Aider must be appointed in writing and responsibilities should be in writing on the appointment form.
- 9.3.12.3 **Name List of First Aiders.** To promote the awareness of the trained First Aiders, their names and work areas shall be displayed in all prominent areas.
- 9.3.12.4 **Emergency Evacuation Procedure.** A **Standard Emergency Evacuation Procedure** must be developed by the **Contractor** in accordance with the **Emergency Evacuation Procedure** of the **Principal Contractor**. A **Clients** specific **Evacuation Procedure** will take preference over the standard evacuation procedure. Details of the **Emergency Evacuation Procedure** will be displayed in all prominent work areas.
- 9.3.12.5 The Contractor shall demonstrate to the Principal Contractor that at least two Emergency Evacuation Drills has been conducted during a year and shall also keep record of these drills with the short comings and remedial actions taken.
- 9.3.12.6 To promote the awareness of the emergency numbers the lists will also be displayed in all prominent areas.
- 9.3.12.7 **Employers Report of Accident Forms.** In the unfortunate case of a person being injured and requiring medical attention, then the standard "**Employers Report of Accident**" form will be

completed accordingly. Sufficient blank copies will be kept at the Contractors offices. As per the accident procedure copies will be sent to the medical practitioner and relevant company Head Office. A copy will also be kept on the **Contractor Safety file**.

- 9.3.12.8 **Investigation Form (Annexure 1).** Each incident involving medical attention from either a doctor or hospital will be fully investigated on an **Annexure 1** form. This form entails input from all parties namely the investigator, OHS Committee and project management. Each investigation will be reviewed at the monthly OHS meeting. Once actioned the Annexure 1 form will be kept on the Contractor OHS File. If required, the client will be notified immediately and a copy handed over.
- 9.3.12.9 **Serious & Reportable Incidents.** The **Contractor** will immediately inform the **Principal Contractor** of any serious or fatal accident which occur. **In the case of a Fatality the Contractor will also inform the Authorities (Department of Labour or the Department of Minerals and Energy in RSA) for their investigation.**

10. CONSTRUCTION ACTIVITIES

10.1 PORTABLE ELECTRIC TOOLS

- 10.1.1 No Contractor will allow any employee to work with unsafe or damaged portable electric tools. All tools will be inspected before it is issued to employees. Any contractor who does not conform to this requirement will be fined and the tool confiscated until it is made safe to use by the contractor. All rotating parts will be sufficiently guarded to protect employees. Tools may only be used by competent/trained persons.

10.2 SCAFFOLDING

- 10.2.1 No contractor will allow any employee to work on unsafe or damaged scaffolding. Scaffolding will be inspected daily and after inclement weather by a competent appointed person. No work will be allowed on scaffolds during inclement weather conditions. Scaffolds will be fitted with a sign at the access to the Scaffold to indicate if it is safe or unsafe to use. Scaffolds will be constructed to SANS 10085 standards and OHS Act 85 of 1993 regulations.
- 10.2.2 The 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.

10.3 LADDERS

- 10.3.1 No contractor will allow any employee to work on unsafe or damaged ladders. No person will be allowed to stand and work on the last 2 Rungs of any ladder. When the ladder is longer than 3m then another person will hold the ladder in place at the bottom and the ladder will also be tied to a solid structure at the top where possible. Ladders will be inspected visually before shift starts and monthly on a register. Ladders are access equipment and not working platforms.

10.4 PPE (Personal Protective Equipment)

10.4.1 Compulsory PPE are Hardhats, Safety boots and overalls. Any other PPE required will be determined by the Risk Assessment. PPE will be issued to employees free of charge and a signed register will be kept by the contractor to proof that PPE has been issued to the employee. Only full body, double lanyard safety harnesses will be allowed to be used by employees who are working on any unprotected heights. These harnesses must carry the SABS stamp of approval. PPE will comply with relevant SABS and OHS Act 85 of 1993 regulations. PUBLIC WORKS, ROADS & INFRASTRUCTURE has request the Contractors who need to purchase new harnesses to purchase harnesses which has a foot strap as part of the harness and to phase out harnesses which are not fitted with foot straps.

10.5 FALL PROTECTION

10.5.1 A detailed fall protection plan will be submitted by the contractor to Principal Contractor for approval. A competent person will be appointed in writing to control and oversee all work being conducted by the contractor.

10.5.2 **Contractors** working on heights will take precautions to prevent tools, equipment and employees from accidentally falling from heights. Where it can be prevented no person will work above other employees unless there is sufficient guarding protecting the employees below.

10.5.3 The contractor must—

- (a) designate a competent person to be responsible for the preparation of a fall protection plan.
- (b) ensure that the fall protection plan contemplated in paragraph (10.5.1) is implemented, amended where and when necessary and maintained as required; and
- (c) take steps to ensure continued adherence to the fall protection plan.

10.5.4 A fall protection plan must include—

- (a) 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.
- (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof.
- (c) a programme for the training of employees working from a fall risk position and the records thereof.
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- (e) 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.

10.5.5 The 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.

10.5.6 The contractor must ensure that—

- (a) 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.
- (b) no person is required to work in a fall risk position, unless such work is performed safely
- (c) fall prevention and fall arrest equipment are—
 - (i) 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
 - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- (d) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.

10.5.7 Where roof work is performed, the contractor must ensure that,

- (a) the roof work has been properly planned.
- (b) the roof erectors are competent to carry out the work.
- (c) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee.
- (d) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads.
- (e) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- (f) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

10.6 HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

10.6.1 Housekeeping of the contractors work area will be the responsibility of the contractor. Housekeeping will be done throughout the day to prevent any material or tools obstructing the walkways of the employees. Daily cleaning of the work area will be done near the end of the shift.

10.6.2 Further to this the following must be addressed.

- a) adequate care is taken to ensure correct storage and stacking of articles and material.
- b) regular refuse removal is maintained.
- c) the working area around machinery is clean and demarcated.
- d) no articles or material are disposed from any height without the necessary precautions taken.

- e) spillages of hazardous chemicals are left unattended.

10.6.3 The **Principal Contractor** reserves the right to clean up after any **Contractor** who fails to adhere to these requirements and to charge the **Contractor** accordingly.

10.6.4 The Client OHS Specification might have additional requirements which need to be complied with.

10.6.5 The contractor must, in addition to compliance with the Environmental Regulations, ensure that suitable housekeeping is continuously implemented on each construction site, including—

- (a) the proper storage of materials and equipment.
- (b) the removal of scrap, waste and debris at appropriate intervals.
- (c) ensuring that materials required for use, are not placed on the site to obstruct means of access to and egress from workplaces and passageways.
- (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals.
- (e) 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 Environmental Legislation applicable to country.
- (f) 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
- (g) 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 to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

10.7 MACHINERY

10.7.1. The **Contractor** and its contractors shall ensure that all the plant, machinery or equipment they wish to utilise on the **Project** is of sound order and fit for the purpose for which it is intended and that it complies with all applicable legislative requirements.

10.7.2. The **Contractor** and its contractors shall ensure that all plant, machinery or equipment is suitably guarded by means of insulation, fencing, screening, or guarding. Further to this, all safety equipment in relation to the plant, machinery or equipment is in a suitable and working condition.

10.7.3. The **Contractor** and its contractors shall ensure that all employees operating or utilising such plant, machinery or equipment are suitable trained, experienced and are aware of the dangers involved.

10.7.4. The **Contractor** and its contractors shall not permit uncertified employees from working on moving or electrically alive machinery. **Isolation Procedures** shall be adhered to by all.

10.7.5. Devices to start and stop machinery must be clearly labelled and in working order on all plant, machinery and equipment. Warning signs of relevant dangers must also be clearly visible.

10.7.6. The Contractor shall comply with the PUBLIC WORKS, ROADS & INFRASTRUCTURE FRS (Fatal Risk Standards).

10.7.7. The Client OHS Specification might have additional requirements which need to be complied with.

10.7.8. No plant and equipment shall be allowed on site without being checked and approved by the Principal Contractor.

10.8 STRUCTURES

10.8.1 The contractor must ensure that—

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work.
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- (c) all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an Inspector, Principal Contractor, other Contractors, the Client and the Client's Agent or Employee.

10.8.2 An owner of a structure must ensure that—

- (a) inspections of that structure are carried out periodically by competent persons to render the structure safe for continued use.
- (b) that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly.
- (c) the structure is maintained in such a manner that it remains safe for continued use.
- (d) the records of inspections and maintenance are kept and made available on request to an inspector.

10.9 TEMPORARY WORKS

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

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

10.9.3 The contractor must ensure that—

- (a) all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they can support all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand.

- (b) all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted.
- (c) detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee.
- (d) all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely.
- (e) all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used.
- (f) all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least daily until the temporary works structure has been removed and the results have been recorded in a register and made available on site.
- (g) no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a).
- (h) if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately.
- (i) adequate precautionary measures are taken to—
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on temporary works due to the application of release agents.
- (j) as far as is reasonably practicable, the health of any person is not affected by solvents or oils or any other similar substances.
- (k) upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a).
- (l) the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- (m) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level.
- (n) a temporary works drawing or any other relevant document includes construction sequences and methods statements.
- (o) the temporary works designer has been issued with the latest revision of any relevant structural design drawing.

- (p) a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- (q) the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

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

10.10 EXCAVATIONS

10.10.1 Excavations will be barricaded with solid barricading i.e. pipes and orange snow netting. Excavations will be barricaded in such a way that it will prevent any person from falling into the excavations (at least 1m from the edge). There will be safe access into the excavation via a ladder which will protrude 1m above ground level. These ladders will be placed at intervals not exceeding 6m from any worker inside the excavation. All excavations will be shored or battered to prevent accidental collapse of ground. All excavated material will be placed at least 1,5m away from the sides of the excavation. Where there is vehicles travelling in the area a berm will be placed around the edges at 1,5m away from the excavation to prevent vehicles accidentally driving too close to the excavation. All excavations will be inspected daily by a competent, appointed person and findings will be recorded on an appropriate register / checklist. No contractor will allow his employees to work inside any excavation while a TLB or Excavator is busy excavating the same excavation. Excavations will be kept free of any toxic or explosive gases. Excavations will be always kept well ventilated.

10.10.2 The contractor must—

- (a) 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
- (b) evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

10.10.3 The contractor who performs excavation work—

- a) must take reasonable and sufficient steps 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.
- b) 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—
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that—
 - (aa) permission has been given in writing by the appointed competent person contemplated in sub-regulation (1) upon evaluation by him or her of the site conditions; and

- (bb) 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 contemplated in sub-regulation (1) and the professional engineer or technologist.
- c) must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question.
 - d) 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.
 - e) 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.
 - f) 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 meters from the point where any worker within the excavation is working.
 - g) 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.
 - h) must ensure that every excavation, including all bracing and shoring, is inspected—
 - i) daily, prior to the commencement of each shift.
 - ii) after every blasting operation.
 - iii) after an unexpected fall of ground.
 - iv) after damage to supports; and
 - v) after rain,by the competent person contemplated in sub-regulation (1), 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 agent, any other contractor or any employee.
 - i) 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—
 - i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and

- ii) provided with warning illuminates 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 subparagraphs (i) and (ii) are not practicable.
- j) must ensure that all precautionary measures stipulated for confined spaces as determined in the Legislation are complied with by any person entering any excavation.
- k) 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 explosives' legislation; and
- l) must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

10.11 DEMOLITION WORK

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

10.11.2 The contractor must ensure that before any demolition work is carried out, and 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.

10.11.3 During a demolition, the competent person contemplated in sub-regulation (10.11.1) must check the structural integrity of the structure at intervals determined in the method statement contemplated in sub-regulation (10.11.2), to avoid any premature collapses.

10.11.4 The contractor who performs demolition work must—

- (a) with regard to a structure being demolished, take steps to ensure that—
 - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe.
 - (ii) 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
 - (iii) 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.
- (b) ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced.

- (c) ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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
- (h) 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 area 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.
- (i) The demolition area shall be well barricaded with relevant warning signs displayed on the barricading to prevent any unauthorised person to enter the demolition area

10.11.5 The 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.

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

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

10.11.7 The 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.

10.11.8 The 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.

10.11.9 Where a risk assessment indicates the presence of asbestos, the contractor must ensure that all asbestos related work is conducted in accordance with the applicable Legislation.

- 10.11.10 Where a risk assessment indicates the presence of lead, the contractor must ensure that all lead related work is conducted in accordance with the applicable Legislation.
- 10.11.11 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.
- 10.11.12 The 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.
- 10.11.13 Demolition work will be done under supervision of a competent person.
- 10.11.14 Dust will be minimised to an acceptable standard. When working with Compressors and Jack hammers, the contractor will ensure that all couplings are safeguarded with safety chains over the couplings.
- 10.11.15 All service lines will be detected before the work starts and all service lines will be secured by competent persons before work commence.

10.12 TUNNELING

- 10.12.1 No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

10.13 SUSPENDED PLATFORMS

- 10.13.1 The contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
- 10.13.2 No contractor may use or permit the use of a suspended platform, unless—
- a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into the applicable Legislation
 - b) he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
 - c) he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the—
 - i. appointment of the competent person contemplated in sub-regulation (10.13.1);
 - ii. competency of erectors, operators and inspectors.
 - iii. operational design calculations, which must comply with the requirements of the system design certificate.

- iv. performance test results.
- v. sketches indicating the completed system with the operational loading capacity of the platform.
- vi. procedures for and records of inspections having been carried out; and
- vii. procedures for and records of maintenance work having been carried out.

10.13.3 The contractor making use of a suspended platform system must submit a copy of the certificate of system design contemplated in sub-regulation (10.13.2) (b), including a copy of the operational design calculations contemplated in sub-regulation 10.13.2(c) (iii), sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.

10.13.4 The contractor must submit a copy of the certificate of system design in the manner contemplated in sub-regulation (10.13.3) for every new project.

10.13.5 The contractor must ensure that the outriggers of each suspended platform—

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

10.13.6 The contractor must ensure that—

- a) the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure.
- b) the suspension wire rope and the safety wire rope are separately connected to the outrigger.
- c) each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must always be attached to the suspended platform.
- d) the hand or power-driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur.
- e) the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection.
- f) the rope connections to the outriggers are vertically above the connections to the working platform; and
- g) when the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.

10.13.7 The contractor must ensure that a suspended platform—

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

10.13.8 The contractor must cause—

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

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

10.13.10 The contractor must ensure that the Suspended Platform Supervisor or the Suspended Platform Inspector carries out a daily inspection of all the equipment prior to use, including establishing whether—

- a) all connection bolts are secure.
- b) all safety devices are functioning.
- c) all safety devices are not tampered with or vandalized.

- d) the total maximum mass load of the platform is not exceeded.
- e) the occupants in the suspended platform are using body harnesses which have been properly attached.
- f) there are no visible signs of damage to the equipment; and
- g) all reported operating problems have been attended to.

10.13.11 The contractor must ensure that all inspection and performance test records are always kept on the construction site and made available to an inspector, the client, the client's agent or any employee upon request.

10.13.12 The contractor must ensure that all employees required to work or to be supported on a suspended platform are—

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

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

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

10.14 ROPE ACCESS WORK

10.14.1 The contractor must—

- a) appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety

compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation.

- b) ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
- c) ensure that all rope access operators are competent and licensed to carry out their work.

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

- (a) the design, selection and use of the equipment and anchors comply with the relevant safety standards
- (b) he or she is in possession of a site-specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.

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

10.15 MATERIAL HOISTS

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

10.15.2 The contractor must ensure that the tower of every material hoist is—

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

10.15.3 The contractor must cause—

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

- (c) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.
- 10.15.4 No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.
- 10.15.5 The contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- 10.15.6 The contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.
- 10.15.7 No contractor may require or permit any person to ride on a material hoist.
- 10.15.8 The contractor must ensure that every material hoist—
- (a) is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery.
 - (b) inspection contemplated in paragraph (a), includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
 - (c) inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose.
 - (d) is properly maintained and the maintenance records in this regard are kept on site.

10.16 BULK MIXING PLANT

- 10.16.1 The contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is—
- (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- 10.16.2 No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.
- 10.16.3 The contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- 10.16.4 The contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are—
- (a) placed in an easily accessible position; and
 - (b) constructed in a manner to prevent accidental starting.

- 10.16.5 The contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- 10.16.6 No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in sub-regulation (1).
- 10.16.7 The contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.
- 10.16.8 The contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

10.17 EXPLOSIVE ACTUATED FASTENING DEVICE

- 10.17.1 No contractor may use or permit any person to use an explosive actuated fastening device, unless—
- (a) the user is provided with and uses suitable protective equipment.
 - (b) the user is trained in the operation, maintenance and use of such a device.
 - (c) the explosive actuated fastening device is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
 - (d) the firing mechanism is so designed that the explosive actuated fastening device, will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle.
- 10.17.2 The contractor must ensure that—
- (a) only cartridges suited for the relevant explosive actuated fastening device, and the work to be performed, are used.
 - (b) 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.
 - (c) the safety devices of an explosive actuated fastening device are in good working order prior to use.
 - (d) 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.
 - (e) an explosive actuated fastening device is not stored in a loaded condition.
 - (f) a warning notice is displayed in a conspicuous manner in the immediate vicinity wherever an explosive actuated fastening device is used; and
 - (g) the issuing and collection of cartridges and nails or studs of an explosive actuated fastening device are—

- (i) controlled and done in writing by a person having been appointed in writing for that purpose; and
- (ii) 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.

10.18 CRANES

10.18.1 The contractor must, in addition to compliance with the applicable standards and legislation ensure that where tower cranes are used—

- (a) they are designed and erected under the supervision of a competent person.
- (b) a relevant risk assessment and method statement are developed and applied.
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification.
- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured.
- (e) the tower crane operators are competent to carry out the work safely; and
- (f) the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

10.19 CONSTRUCTION VEHICLES AND MOBILE PLANT

10.19.1 The contractor must ensure that all construction vehicles and mobile plant—

- (a) are of an acceptable design and construction.
- (b) are maintained in a good working order.
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health.
- (d) are operated by a person who—
 - (i) 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.
 - (ii) has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner.
- (e) have safe and suitable means of access and egress.
- (f) 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, to ensure their continued safe operation.

- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers.
- (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- (i) are equipped with an acoustic warning device which can be activated by the operator.
- (j) are equipped with an automatic acoustic reversing alarm; and
- (k) are inspected by the authorised operator or driver daily 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.

10.19.2 The contractor must ensure that—

- (a) 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.
- (b) 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.
- (c) 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.
- (d) every traffic route is, where necessary, indicated by suitable signs.
- (e) 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, to identify the location of the vehicles or plant.
- (f) 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.
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation.
- (h) tools, material and equipment are secured and separated by means of a physical barrier to prevent movement when transported in the same compartment with employees.
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

10.20 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

10.20.1 The contractor must, in addition to compliance with the applicable legislation ensure that—

- (a) 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.
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites.
- (c) 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.
- (d) 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
- (e) all electrical machinery is inspected by the authorized operator or user daily using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

10.21 USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES

10.21.1 The contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the applicable legislation, ensure that—

- (a) 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.
- (b) 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.
- (c) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs.
- (d) only the quantity of flammable liquid needed for work on one day is taken out of the store for use.
- (e) 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.
- (f) where flammable liquids are decanted, the metal containers are bonded and earthed; and
- (g) no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

10.22 WATER ENVIRONMENTS

10.22.1 The contractor must ensure that where construction work is done over or near water, provision is made for—

- (a) preventing persons from falling into water; and

- (b) the rescuing of persons in danger of drowning.

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

10.23 STACKING AND STORAGE ON CONSTRUCTION SITES

10.23.1 The contractor must, in addition to compliance with the provisions for the stacking of articles ensure that—

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

10.23.2 Lay down areas will be kept neat and tidy. Areas will be barricaded, and all equipment, material or tools will be stored neatly inside this area. Stacking of equipment or material will be done on level solid surfaces. Overhanging of material will not be allowed.

10.23.3 Flammable liquids will be stored in a well-ventilated storeroom with a Fire extinguisher placed on the outside of the store.

10.23.4 Gas Cylinders will be secured in a trolley while work is being done on site and will always remain upright. Gas cylinders will be stored upright inside a well-ventilated area, empty and full cylinders will be stored apart from another.

10.23.5 The Torch, pipes and regulators will be stored detached from the cylinders and will be kept in a storage box.

10.24 FIRE PRECAUTIONS ON CONSTRUCTION SITES

10.24.1 The contractor must ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire.
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases.
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials.
- (d) in confined spaces and other places in which flammable gases, vapors or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used.
 - (ii) there are no flames or similar means of ignition.
 - (iii) there are conspicuous notices prohibiting smoking.

- (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided.
- (e) combustible materials do not accumulate on the construction site.
 - (f) welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
 - (g) 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.
 - (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof.
 - (i) enough workers are trained in the use of fire- extinguishing equipment.
 - (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in case of a fire.
 - (k) the means of escape is kept clear at all times.
 - (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic.
 - (ii) persons to be accounted for; and
 - (iii) plant and processes to be shut down; and
 - (m) a siren is installed and sounded in the event of a fire.

10.25. CONSTRUCTION EMPLOYEES' FACILITIES

10.25.1 The contractor must, in addition to the construction site provisions in the applicable legislation provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employee's representatives, or at least one shower facility for every 15 persons.
- (b) at least one sanitary facility for each sex and for every 30 workers.
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

10.25.2 The 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

10.26. OPERATORS OF MACHINERY

- 10.26.1 Operators of machinery will be required to complete a daily pre-start checklist before work commences. Operators must be in possession of a **valid Medical Certificate issued by an Occupational Health Practitioner** and the operator will be in possession of a **Competency Certificate for the Machine he/she operates. Drivers of trucks or any other Vehicle or Plant travelling on Public Roads must also be in possession of a valid PDP licence.** It will remain the responsibility of the Operator of a Vehicle/ Plant / Machine to report all oil leaks to the supervisor and to have the Vehicle / Plant / Machine fixed as soon as possible. Where there are **Life Threatening Faults the Vehicle / Plant / Machine will not be used until it has been sufficiently repaired.**

10.27 CRANES AND LIFTING EQUIPMENT

- 10.27.1 Cranes and Lifting equipment will comply with OHS Act 85 of 1993, Driven Machinery Regulations (DMR) 18. Operators of mobile cranes must be in possession of valid PDP license, medical certificate and training certificate. Mobile cranes must have a valid load test certificate and must be inspected monthly by a competent person on a register. All lifting equipment/tackle must have a valid load test certificate and will be inspected monthly by a competent person on a register. At no stage will gas cylinders be lifted by a crane unless the cylinders are in a cradle designed to carry equipment. Cranes will be directed by a Banks man / Supervisor with sufficient communication with the crane. It will remain the responsibility of the operator to ensure that the loads are not slewed over other employees and that the mobile crane slew area is barricaded with tape while the crane is in operation. **Where there are Life Threatening Faults the Crane Operations will not start until the faults have been sufficiently repaired and the Crane was issued with a certificate to prove the crane has been fixed and where applicable, a new load test was conducted.**

10.28 FLAME CUTTING AND WELDING

- 10.28.1 Gas Cylinders will be in a trolley while work is being done on site and will always remain upright. Gas cylinders will be stored upright inside a well-ventilated area, empty and full cylinders will be stored apart from another. The Torch, pipes and regulators will be stored detached from the cylinders and will be kept in a storage box.
- 10.28.2 Electric welders will have insulated electrical cables, electrodes and an effective earth system. Areas where welding is taking place must be barricaded with welding screens and sufficient warning signs must be erected to protect other employees from the glare and sparks. **Operator will be trained and experienced in welding.**
- 10.28.3 A fully functional and inspected **Fire extinguisher** will be available at the area of work **where any spark producing activity takes place.**

10.29. FORM- & SUPPORT WORK

- 10.29.1 Work will be done under supervision of a competent supervisor who has been appointed in writing. Before work commences drawings will be issued to the Principal Contractor. Decks will be erected in

a systematic way and will at no time endanger any persons working on the deck. Handrails will be placed around the edges of the temporary or permanent decks. Safe access will be provided and fall protection will be used as per **the Contractor's Risk assessment / Fall protection plan**. No material or rubble will be thrown from any height. Access control will be done by the contractor responsible for the formwork and support work and while decking is in progress no access to or by other contractors shall be allowed.

10.30. STEEL ASSEMBLING & PLACING

- 10.30.1 Area where assembly takes place must be demarcated. When working at heights employees must be issued with safety harnesses and other PPE required as per the risk assessment. The correct tools must be used for the work to be done.
- 10.30.2 When handling steel, beware of the cutting edges of the steel and be aware of other people. Steel must be well balanced before lifting with a crane.

10.31. GENERAL OHS REQUIREMENTS

10.31.1 The **Contractor** and its contractors shall ensure that.

- a) All employees are issued with the appropriate **PPE** and that they are trained in the correct use thereof.
- b) Employees are medically certified to work on heights and to operate Plant and Machinery.
- c) All security measures implemented on the **Project** are adhered to and that random searching maybe carried out.
- d) All signs and notices implemented on the **Project** are adhered to and not damaged in any way.
- e) Suitable firefighting equipment is made available, and employees are trained in the safe use thereof.
- f) No large volumes of flammable substances are stored, and suitable precautions are taken to store those that are.
- g) Suitable measures are in place with regards to sanitation, changing facilities, eating facilities, and drinking water.
- h) Measures are taken to reduce any environmental impairment with regards to noise, ground, and air and water pollution.
- i) Suitable lighting is provided in all darkened working areas.
- j) No employees are permitted to enter / work on the **Project** while under the influence of any intoxicating substance.
- k) No machinery, article, substance, plant, or PPE belonging to the **Principal Contractor** is used without permission.
- l) No illegal immigrants are employed by the **Contractor or Contractor** while on the **Project**.

- m) No employee shall be exposed to unprotected heights.
- n) Only double lanyard, with a shock absorber safety harness with a foot strap shall be used on projects.
- o) All employees shall be properly trained in the use of all issued PPE.
- p) Records shall be maintained regarding issue of PPE to employees.

10.31.2 Without derogating from the generality of the above requirements and notwithstanding the applicable legislation the **Contractor** and its contractors shall ensure the following.

- a) The provision of a safe and healthy working environment,
- b) The provision of safe and healthy systems of work, plant and machinery,
- c) The identification of the prevalent hazards to health and safety and the precautionary measures to be taken,
- d) The provision of the necessary information, instructions and training,
- e) The enforcement of the established precautionary measures,
- f) Informing employees on their scope of authority,
- g) Making employees conversant with the identified hazards and precautionary measures,
- h) Ensuring that no employee is victimized because of adhering to these requirements.

10.32. NON-CONFORMANCES

10.32.1 Any contractor employee who is found not adhering to the PUBLIC WORKS, ROADS & INFRASTRUCTURE OHS procedures, Contractor OHS Plan, applicable legislations or who is observed doing unsafe acts or contributing to creating unsafe conditions will be issued with a Non-Conformance Report and the relevant Contracting Firm will then be stopped and fined according to the scale as stipulated below.

10.32.2 Contractor employees will also be reprimanded as per the Company HR Procedures; a first transgression constitutes a **verbal warning**, a second transgression a **written warning** and a third transgression a **full disciplinary hearing** as per the Company HR Procedures. Any Life-threatening unsafe act or condition must be treated as a Gross Neglect of Company Safety Rules and Procedures and a Disciplinary Hearing shall be conducted to determine the root cause of the incident and the appropriate action which must be taken to rectify the unsafe situation or prevent future incidents from occurring.

10.32.3 Copies of the Non-Conformance Report and disciplinary procedures must be kept on record.

Minor Transgression

Not wearing PPE, e.g. Hardhats, earplugs when required, etc.

A Fine up to R 500-00 will be issued to the Contractor.

Medium Transgression

Not contributing to good housekeeping standards, proper stacking and storage standards, no Supervision for activities, not doing Risk Assessments, Toolbox Talks not conducted, No safe working procedures in place, not issuing PPE to their Employees, etc.

A Fine up to R 2500-00 will be issued to the Contractor.

Major Transgression

Any Life-threatening activity, act or contribution by an employee in creating an unsafe environment for his own employees or other Persons, not wearing or using critical PPE e.g. Eye protection, Safety Harness or Respiratory equipment as stipulated / required in the task risk assessment.

A fine up to R 5000-00 must be issued to the Contracting Firm.

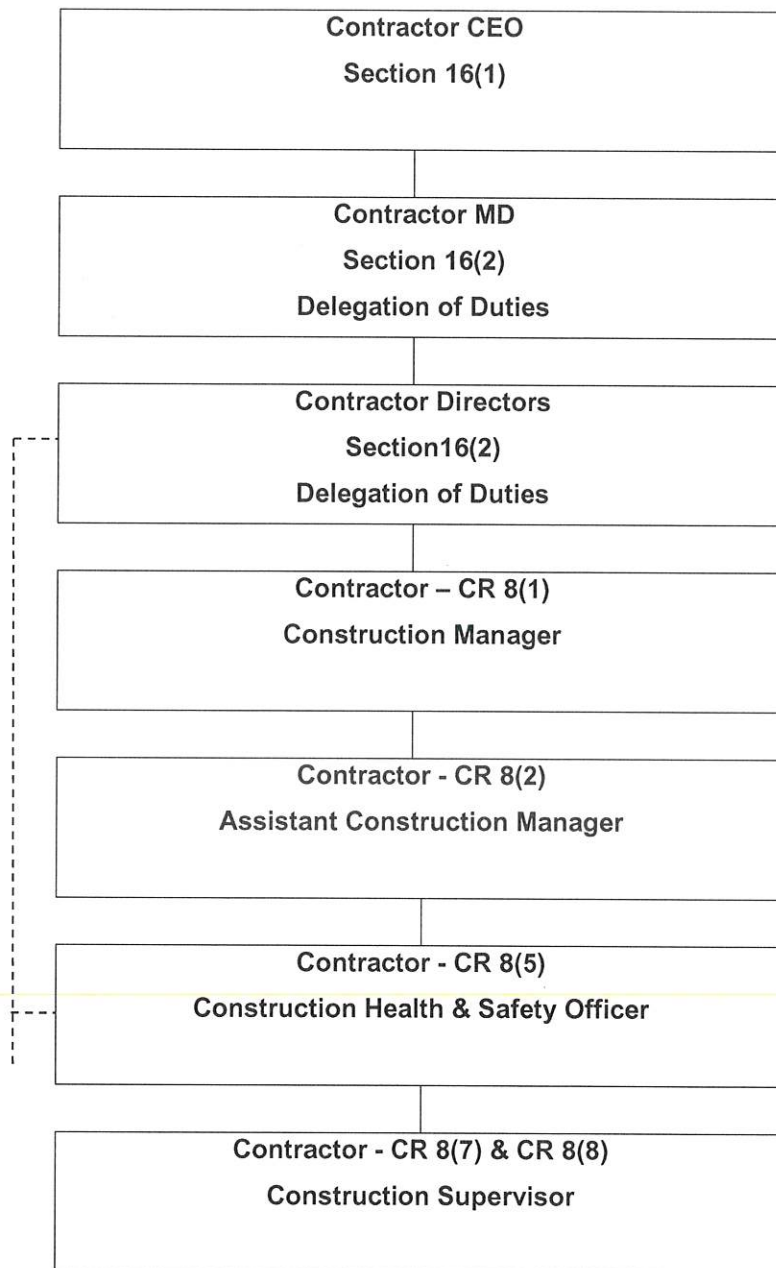
Any Contractor who receives more than 3 Major transgressions for the same unsafe act or condition must be called in for a disciplinary hearing and if another incident of the same nature occurs then the contractor may be put off site and blacklisted with the Tendering Department of PUBLIC WORKS, ROADS & INFRASTRUCTURE.

Copies of all Non-Conformance Reports must be kept in the project OHS File for references.

Fines instituted against any Contractor shall be refundable when the Contractor has demonstrated compliance to the applicable Legislation / or Principal Contractors Safety Requirements and the Principle Contractor has been satisfied that the Contractor has indeed addressed the issue which led to the fine imposed.

The **Principal Contractor** reserves the right to request immediate corrective action from any contractor of any non-compliance identified in terms of this agreement by the **Contractor** and its contractors during the performance of the work on the Project. The **Principal Contractor** further reserves the right to stop any work that does not comply with the **OHS** standards and without any cost to the **Principal Contractor**. This agreement places the onus on the **Contractor** to contact the **Principal Contractor** in the event of the inability to perform as per this agreement.

2. Simple OHS Organogram



ANNEXURE 1 - GENERAL OHS INDUCTION

1. Each employee remains responsible for his own Health and Safety and for those around him.
2. A copy of all applicable legislation along with the company's procedures is available to all employees at the Project OHS officer or Site Agent.
3. Cell Phones are only allowed to be used by Supervisory Staff in a safe area, other Cell Phones and I-pods are prohibited from PUBLIC WORKS, ROADS & INFRASTRUCTURE projects.
4. Always follow instructions from your supervisor – DO NOT TAKE CHANCES.
5. Always report unsafe acts or conditions to your supervisor.
6. Always use the Protective equipment and clothing issued to you.
7. Report all injuries or incidents to your supervisor before the end of shift, no matter how minor they may be.
8. Do not fool around while working – Practical jokes can be dangerous.
9. Do not use alcohol or drugs at work and do not report for work intoxicated.
10. Knives and Firearms are not allowed in any work area.
11. No Physical assault or fighting is allowed in any work area.
12. Do not use Plant or Machinery if you are not authorised or trained to do so.
13. Do not walk underneath any suspended loads and stay out of the way of Plant and Machinery items.
14. Always look around you when you walk on site and make sure you do not fall over equipment, material or into holes.
15. Do not enter a barricaded area, unless you are working in the area.
16. Do not climb onto high structures, including scaffolds unless you are working on the structure, and you are wearing your safety harness.
17. Your safety harness must always be secured to a solid structure when working at unsafe heights.
18. Report all defects on tools, equipment and machinery to your supervisor.
19. Never take shortcuts – always use the access provided and hold onto the handrails provided at the stairs.
20. Obey all safety signs and notices.
21. Return all safety equipment back to the person who issued it to you.
22. Please keep your area clean and tidy – a tidy project is a safe project.
23. Never misuse, abuse or alter safety devices on plant, machinery or equipment and do not ride on Plant, machinery with no seats for passengers.
24. Never sit on an open vehicle when there are loose material / tools / equipment in the back.
25. Never lift heavy objects alone – rather ask someone for help or utilise a crane.

26. Keep electrical tools and equipment away from water.
27. Do not throw materials / tools / equipment from any height.
28. All drop off edges and openings must be barricaded – do not tamper with the barricading.
29. Only authorised persons will be allowed in the work areas.
30. Do not pollute or damage the environment – use the facilities provided for you.
31. Stay alert, follow the rules and protect yourself and other workers from accidents.
32. Be aware of any visitors on the site and if you see any person on site who does not belong on site, remove him from site or report to your supervisor.
33. If you are unsure about safety, then ask your supervisor or Safety Representative.

ANNEXURE 2

 LIMPOPO PROVINCIAL GOVERNMENT REPUBLIC OF SOUTH AFRICA DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE	OCCUPATIONAL H & S MANAGEMENT SYSTEM CONTRACTOR CONSTRUCTION REGULATIONS 7(1)(c)(v) APPOINTMENT LETTER	OH.S	Section 4.4.4.1.13	
		REV	6.3	13/05/14
		PAGE	92 of 3	
Record Keeping	Project OHS File, Employee File, Archive			

OCCUPATIONAL HEALTH & SAFETY ACT No. 85 of 1993 CONSTRUCTION REGULATIONS 2014, 7(1)(c)(v)

I, _____ (PC Resp. Person) representing _____ (PC Company Name) in my capacity as the
Contracts Manager

Assigned person hereby assign _____ (Contractor Resp. Person) (Name of Person)
Representing _____

_____ (Contractor Company Name) (Name of Contractor Company) in the capacity of

_____ (Designation) and vested with the duty of ensuring the employer
complies with the

provisions of "the Act" subject to my control and directions in respect of all projects and areas under his
control, to perform part of the

_____ (Contractor Company Name)
construction work, or work in the following area/s of the _____

(Name of Project), situated in _____ (Name of Suburb/ Town) as per
the attached

annexure until further notice.

Having read both this page and the annexure attached to this page, I accept that my company and I,
representing my company are both fully responsible for any acts or omissions in terms of the Act by any of
our employees and any mandatory.

Principal Contractor Assigned Responsible Person
Initials and Surname
Designation

_____ Date

ACCEPTANCE OF APPOINTMENT

I, _____ (Contractor Respo. Person) _____ (Contractor Company Name)
(Designated Responsible Person) of _____
(Name of Company)

hereby accept this assignation and confirm that I am conversant with the requirements as stipulated on this annexure and agree to carry out the duties as set out to the principal contractor in the Occupational Health & Safety Act No. 85 of 1993, particularly emphasized by the Construction Regulations 2014, which, is cascading down to us. I further ensure you that I will adhere to all other applicable Municipality Regulations and By-laws.

Contractor
Initials and Surname
Designation

Date

ANNEXURE

CONSTRUCTION REGULATIONS 2014, 7(1)(c)(v)

DUTIES OF PRINCIPAL CONTRACTOR AND CONTRACTOR

- 1) A principal contractor must—
 - a) 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 contemplated in regulation 5(1)(b), 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.
 - b) 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 agent or a contractor; and
 - c) on appointing any other contractor, to ensure compliance with the provisions of the Act—
 - (i) provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed.
 - (ii) ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process.
 - (iii) 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.

- (iv) 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.
 - (v) appoint each contractor in writing for the part of the project on the construction site.
 - (vi) take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub regulation (2)(a) is implemented and maintained on the construction site.
 - (vii) 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.
 - (viii) 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.
 - (ix) 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; and
 - (x) discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub regulation (2)(a) and must thereafter finally approve that plan for implementation.
- d) ensure that a copy of his or her health and safety plan contemplated in paragraph (a), as well as the contractor's health and safety plan contemplated in sub regulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent.
 - e) hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in sub regulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
 - f) in addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and sub regulation (2)(b), 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; and
 - g) 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 of the Construction Regulation.
- (2) A contractor must prior to performing any construction work—
- a) 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 contemplated in regulation 5(1)(b) and provided by the principal contractor in terms of sub regulation (1)(a), 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;
 - b) 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 agent or the principal contractor.
 - c) 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.

- d) co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
 - e) 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.
- (3) Where a contractor appoints another contractor to perform construction work, the duties determined in sub regulation (1)(b) to (g) that apply to the principal contractor apply to the contractor as if he or she were the principal contractor.
- (4) A 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.
- (5) 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.
- (6) 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.
- (7) A contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in sub regulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor;.
- (8) 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 of the Construction Regulations.

Contractor
Initials and Surname
Designation

Date

ANNEXURE 3

 LIMPOPO PROVINCIAL GOVERNMENT PUBLIC WORKS, ROADS AND INFRASTRUCTURE	OCCUPATIONAL H & S MANAGEMENT SYSTEM ASSISTANT CONSTRUCTION SUPERVISOR OHS Act 85 of 1993 CR 8(8) APPOINTMENT LETTER	OH.S REV PAGE	Section 4.4.4.1.18 6.3 13/05/14 1 of 1
Record Keeping	Project OHS File, Employee File, Archive		

I,	ENTER NAME OF PERSON MAKING APPOINTMENT	ID NO.
	representing PUBLIC WORKS, ROADS & INFRASTRUCTURE on the	PLANT WORKSHOP hereby appoint,
	GYS WAGNER	ID NO
with the duty of Assistant Construction Supervisor, CR 8(8) and your area of responsibility is as follows;		
DESIGNATE GEOGRAPHICAL RESPONSIBLE AREA ON SITE :ROADSPAN		
APPOINTMENT START DATE	APPOINTMENT END DATE	

Your duties will include but not limited to;

- Take over the duties of the Construction Work Supervisor in his absence.
- Ensuring that all company safety, health and environmental procedures along with any specific client requirements are implemented and adhered to.
- Ensuring that all applicable legislative requirements are implemented and complied with.
- Ensuring that only authorized persons gain access to the construction premises and associated areas.
- Ensuring that all people are made aware of the hazards associated with their work and that all reasonable measures are implemented to reduce these risks.
- Ensuring that all construction activities are carried out under the control and supervision of competent supervisors.
- Ensuring that all plants and machinery is in a safe working condition and that only trained and authorized persons utilize such items.
- Ensuring that all construction equipment is in a safe working condition and that only trained and authorized persons utilize such items.
- Ensuring that the necessary personal protective equipment is made available and used by the appropriate people.
- Ensuring that all contractors adhere to the health and safety requirements of the contract.
- Ensuring that all injuries and incidents are reported and investigated in the appropriate manner and that suitable measures are implemented to prevent re-occurrences.
- Ensuring that all reasonable steps are taken to ensure the health and safety of all persons employed on the contract and of those who are affected by the construction operations.

- Assist the appointed Construction Work Supervisor in ensuring that all applicable safety requirements are adhered to on the project.

You are to take all reasonable steps to ensure the health and safety of all persons associated with this designation. This appointment also entrusts you to assist and advise all employees in ensuring adherence to company and statutory health and safety requirements. Please familiarise yourself with these requirements and report all deviations and areas of non-compliance, which you cannot rectify to the appointed Construction Work Supervisor or to me directly.

Competency / License	Y/N	Expiry Date	Remarks	Initial
Competency Certificate				
General Induction				
Medical Competency				

SIGNATURE

DESIGNATION

DATE

ACCEPTANCE OF DESIGNATION

I accept the assignment as set out above and confirm my understanding of the duties involved.

SIGNATURE

DESIGNATION

DATE

WORKING AT HEIGHT EVALUATION

1. ARE YOU AFRAID OF HEIGHTS?
2. HAVE YOU PREVIOUSLY WORKED ON HEIGHTS?
3. ARE YOU ON ANY MEDICATION WHICH CAN MAKE YOU DROWSY?

YES	NO
YES	NO
YES	NO

Please tick (✓) the appropriate box for the answer to the questions above.

PLAY IT SAFE!!!!

Acknowledged By

Name _____

Coy no _____

Signature _____

Date _____

Contract _____

Presented by

Name _____

Coy No _____

Signature _____

Date _____

Contractor to utilise the Principal Contractors First Aid facilities (yes / no)

Total number of Contractor employees expected on the Project

Emergency Contact Person of Contractor

Emergency Contact No.

Compensation Commissioners Fund No.

MANDATORY AGREEMENT ACCEPTANCE BY THE CONTRACTOR

NAME	SIGNATURE	DESIGNATION	DATE

ACKNOWLEDGED BY THE PRINCIPAL CONTRACTOR

4

NAME	SIGNATURE	DESIGNATION	DATE

PART C2: PRICING DATA

C1.2.2 Variations to the General Conditions of Contract

The following amendments of the General Conditions of Contract 2015 apply to this contract. The headings in these Special Conditions of Contract shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Contract.

4. CONTRACTOR'S GENERAL OBLIGATIONS

4.1 EXTENT OF OBLIGATIONS AND LIABILITY

Change the number of clauses 4.1.1 to 4.1.2 to read 4.1.2 and 4.1.3.

Add the following new clause 4.1.1:

"4.1.1 Contractor deemed to have inspected the Site

The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as practicable) as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
 - (b) the hydrological and climatic conditions,
 - (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
 - (d) the means of access to the Site and the Accommodation he may require
- and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his tender.

No subsequent claims by the Contractor arising from his lack of knowledge of perceptible conditions on the site or its surroundings or of information available in connection therewith shall be entertained."

4.1.2 Extent of Contractor' obligations

Add the following to this sub-clause:

The Contractor shall, save in so far as it is legally or physically impossible,

- (a) design (to the extent provided in the Contract), execute and complete the Works and remedy any defects therein in accordance with the provisions of the Contract, and
- (b) provide all superintendence, labour, materials, Construction Equipment, Temporary Works, including the design thereof, all requisite transport and all other things, whether of a temporary or permanent nature, required in and for such design, execution and completion of the Works and for the remedying of any defects, so far as the necessity for providing the same is specified in or reasonably to be inferred from the Contract.
- (c) After award of the Contract, the Contractor shall be obligated to ensure that at least the Construction Equipment stated on the prescribed form in the Tender Documents, or Construction Equipment equivalent thereto, are on the site when required."

4.3 LEGAL PROVISIONS

Add the following sub-sub clauses:

4.3.1.1 Mine Health and Safety Act, number 29 of 1996

The Employer shall obtain the Mining Authorisation for all sites where mining activities, as defined in the Mine Health and Safety Act, number 29 of 1996 as amended, are to be conducted.

4.3.1.2 Mineral Resources Petroleum Development Act, number 28 of 2002

The Contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the contract."

4.4. SUBCONTRACTING

Add the following subclauses:

“4.4.7 Continuing obligation extending beyond date of completion of the work

In the event of a Selected Subcontractor having undertaken to the Contractor, in respect of work executed or goods or materials supplied by such Selected Subcontractor, any continuing obligation extending beyond the date of completion of the work or the end of the Defects Liability Period, and Latent Defect Liability Period as the case may be, the Contractor shall at any time after such date cede to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof, whereupon the Employer shall have no further claim against the Contractor in respect of the said continuing obligation.

4.4.8 Convert the subcontract

If the contract shall have been cancelled in terms of clause 9.2, the Employer shall have the right, by written notice given to any Selected Subcontractor not later than 28 days after the said cancellation, to convert the subcontract concerned to a direct contract between the Employer and the Subcontractor.

Provided that:

- (a) the terms of the said direct contract shall mutatis mutandis be those of the subcontract concerned, and
- (b) the Employer shall have the said right, notwithstanding any breach of the subcontract by the Contractor, subject to his forthwith paying to the Subcontractor all amounts then owing to the Subcontractor by the Contractor and perform any obligation which the Contractor has failed to perform.”

4.9 CONSTRUCTION EQUIPMENT

Add the following: sub clauses:

“4.9.2 Preclude seizure of construction equipment

In order to preclude seizure by the owner of any constructional plant being held by the Contractor on a hire or hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding instalment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the Contractor and may be deducted by the Employer from any moneys owing or that may become owing to the Contractor in terms of the contract, or be recovered at law from the Contractor by the Employer.

4.9.3 Constructional plant brought to the site by the subcontractor

When entering into any subcontract agreement for the execution of any part of the works, the Contractor shall incorporate in such subcontract agreement, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor.”

5. TIME AND RELATED MATTERS

5.4 ACCESS TO THE SITE

Add the following subclause:

- 5.4.4** “If the site is insufficient for the needs and requirements of the work, the Contractor shall arrange with the owners or tenants for the additional land required and pay all rent and costs in connection therewith. The Contractor shall be responsible for all damage to such land and property, and he shall indemnify the Employer and hold him harmless in respect of all claims, demands proceedings, damages, costs, including attorneys and client costs, charges and expenses arising in respect thereof.”

5.14 COMPLETION

Delete the following:

“5.14.5.3 The retention shall be reduced to half in terms of Clause 6.10.5”

5.16 APPROVAL

5.16.1 Final Approval Certificate

Delete the last sentence of this clause and replace with:

The payment of the retention money or the release of the retention money guarantee shall only be permitted after the Employer's Agent has issued the Final Approval Certificate.

6. PAYMENT AND RELATED MATTERS

6.6 PROVISIONAL SUMS AND PRIME COST SUMS

6.6.1.2.1 In the first line after the word "sums" insert "excluding VAT"

6.6.1.2.2 In the fourth line after the word "amount" insert "excluding VAT"

6.10.5 Payment of retention money

Delete the first four lines where reference is made to the first half of retention. The paragraph should read:"
"Retention money shall become due when the Engineer shall have certified payment thereof within 14 days after the expiration of the Defects Liability Period, extended if necessary, in terms of Clauses 5.14.4 or 7.8.1. No retention, or part thereof, will hence be payable upon the issue of a Certificate of Completion as indicated in Clause 5.14.5.3.

6.11 VARIATIONS EXCEEDING 15 PER CENT

6.11.1 Second paragraph:

Change "15%" to "20%".

Add the following subclause:

"6.11.2 Variations exceeding 20% per cent

Where the decrease or increase in the quantity of work has not resulted from a written variation order (or an additional agreement) in terms of clause 5.11 but from the fact that the quantities are less or more than those given in the bill of quantities, the tendered rates or sums shall still apply, except in the case of a sub-item (or an item not subdivided into sub-items) in the bill of quantities, which covers work the value of which during the tender stage exceeds 7,5% of the value of the tender sum, and where the quantity of such sub-item or item, upon completion of the contract, deviates by more than 20% from the quantity given in the bill of quantities so that the scale of activities or the method of construction consequently changes to such an extent that the tendered rate or sum no longer applies. In such case the Employers' Agent, should he deem it to be in the interest of the Employer or should the Contractor enter a claim, shall, considering the extent by which the deviation in respect of the quantity of the sub-item or item concerned exceeds 20%, determine a sum which will be equitable in the circumstances, and shall certify that such sum shall be deducted from or added to the sums owing to the Contractor."

C2.1 PRICING INSTRUCTIONS

- 1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.
 - Quantity: The number of units of work for each item.
 - Rate: The payment per unit of work for which the Bidder tenders to do the work.
 - Amount: The product of the quantity and the rate tendered for an item.
 - Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.
- 2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.
The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause M0208 (a) of the standard specifications.
- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause M0208 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
- 5 The Bidder shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.
The Bidder shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.
If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.
The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.
- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary.
- 7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.
- 8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
- 10 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Where the Bidder elect to confirm the tender offer as tendered, correct the errors as follows:

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.

Where there is an error in the total of the prices either because of the other corrections required by this checking process or in the Bidders addition of prices, the total of the prices shall govern, and the Bidder will be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices.

- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the Bidder fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

- 13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre pass
ha	=	hectare
m ³	=	cubic metre
m ³ km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

- 14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter M refer to payment items described under part M of the project specifications, those with B to payment items described under part B, and so on for further parts of the project specifications.
16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI against every item so designated. The works or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour-intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively in the schedule of quantities will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the Local labour content target, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the Local labour content target and constructed a LI-marked activity through other means, he will not be paid for that activity. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

C2.2 BILL OF QUANTITIES

SCHEDULE A: ROADWORKS

C1.1	GENERAL REQUIREMENTS AND PROVISIONS.....	109-1
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS.....	109-2
C1.4	FACILITIES FOR THE ENGINEER.....	109-3
C1.5	ACCOMMODATION OF TRAFFIC.....	109-5
C1.6	CLEARING AND GRUBBING	109-6
C8.3	TEXTURE TREATMENT.....	109-7
C8.5	STANDARD CRACK SEALING.....	109-8
C8.8	PATCHING AND EDGE BREAK REPAIR.....	109-9
C11.1	PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION.....	109-13
M2400	CLEANING OF PREFABRICATED CULVERTS	109-14
M2500	CLEANING OF CONCRETE DRAINS AND CHANNELS.....	
M2600	CLEANING AND MAINTENANCE OF EXISTING ARTIFICIAL CHANNELS.....	
M2700	REMOVAL OF BUILDUP, REMOVAL.....	
M3200	COLLECTION AND REMOVAL OF DEBRIS AND OTHER.....	
M3300	SHOULDER REPAIRS.....	
M4100	ERECTION AND REPAIR OF PERMANENT ROAD SIGN PROVISIONS.....	
M4200	GUARDRAIL ERECTION AND MAINTENANCE.....	
M4300	ROAD MARKINGS.....	
M4400	MAINTENANCE OF WAY PILES AND STAKES.....	
M5100	GENERAL EROSION PROTECTION.....	
M5200	GABION PROTECTION.....	C.56
M6100	CONTROLLING VEGETATION GROWTH, MOWING AND CURBING.....	
M6300	REMOVAL OF UNDESIRABLE VEGETATION AND PHYSICAL ERADICATION.....	
M7100	MINOR REPAIRS TO STRUCTURES.....	
M8100	PAVEMENTS.....	
C2.3 SUMMARY OF SCHEDULE A.....		C.61
SCHEDULE C OCCUPATIONAL HEALTH AND SAFETY ACT OBLIGATIONS.....		C.66
SCHEDULE D ENVIRONMENTAL MANAGEMENT PLAN.....		C.67
CALCULATION OF TENDER PRICE.....		C.69

Note: please note that this is rate base contract

CONFIDENTIAL DOCUMENT

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.1	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management				
C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	1,00		
C1.2.2	Programming and Reporting				
C1.2.2.1	Submission of a Scheme 1 Programme	lump sum	1,00		
C1.2.2.2	Reviewing and updating a Scheme 1 Programme	month	1,00		
C1.2.4	Stakeholder liaison	month	1,00		
C1.2.5	Safety				
C1.2.5.1	Health and safety plan	lump sum	1,00		
C1.2.5.2	Implementation of health and safety plan	month	1,00		
C1.1	TOTAL CARRIED FORWARD TO SUMMARY				

CONFIDENTIAL DOCUMENT.

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS				
C1.3.1	The Contractor's general obligations				
C1.3.1.3	Time-related obligations	month	1,00		
M030.03	Occupational Health and Safety Officer with relevent qualification	month	1,00		
C1.3.2	Contract sign boards	m ²	1,00		
C1.3	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation				
C1.4.1.1	Offices and conference room	m ²	1,00		
C1.4.1.7	Ablution unit (equipped as specified)	No	1,00		
C1.4.3	Items measured by number				
C1.4.3.8	Conference table	No	1,00		
C1.4.3.13	220/250 volt power outlet plug point	No	1,00		
C1.4.3.15	Single 1 500 m, 58 watt fluorescent tube ceiling	No	1,00		
C1.4.3.17	11 watt compact fluorescent bulb ceiling light	No	1,00		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	1,00		
C1.4.3.24	Air-conditioning unit	No	1,00		
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	1,00		
C1.4.3.31	Rain gauge	No	1,00		
C1.4.3.36	Digital Measuring wheel	No	1,00		
C1.4.3.37	First aid kit	No	1,00		
C1.4	TOTAL CARRIED FORWARD FORWARD				

CONFIDENTIAL DOCUMENT

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.4	BROUGHT FORWARD				
C1.4.4.1	Cell phones costs, including pro-rata rentals, for calls made in connection with contract administration	prime cost sum	1,00		
C1.4.4.2	Handling costs and profit in respect of item C1.4.4.1	%	-		
C1.4.4.7	The provision of paper and ink for a combination colour printer/copier/scanner	prime cost sum	1	5 000,00	
C1.4.4.8	Handling costs and profit in respect of item C1.4.4.7	%	5 000,00		
C1.4.5	Services at site offices, laboratories and site accommodation				
C1.4.5.1	Fixed costs	lump sum	1,00		
C1.4.5.2	Running costs	month	1,00		
C1.4.8	Site security measures for the Engineer's facilities				
C1.4.8.1	Supply and installation of all required security measures at the Engineer's site offices and	lump sum	1,00		
C1.4	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.5 LI	ACCOMMODATION OF TRAFFIC				
C1.5.2 LI	Accommodation of vehicular traffic	month	1,00		
C1.5.7	Temporary traffic control facilities				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (800x200mm)	No.	1,00		
	(b) Double sided, reversible left or right (800x200mm)	No.	1,00		
C1.5.7.2	Traffic cones, minimum height 750 mm (with rubber base)	No.	1,00		
C1.5.7.3LI	Flagmen	man-shift	1,00		
C1.5.7.4	Traffic controllers	man-shift	1,00		
C1.5.7.5	Provision of illuminated traffic signs:				
	(a) Sign mounted flashing amber lights (2				
	(i) 900 mm wide x 150 mm high	No.	1,00		
	(ii) 1 200 mm wide x 200 mm high	No.	1,00		
	(c) Illuminated road sign – R & TR series	No.	1,00		
	(d) Illuminated road sign – TW series	No.	1,00		
C1.5.7.6	Maintenance of illuminated traffic signs:				
	(c) Illuminated road sign – R & TR series	month	1,00		
	(d) Illuminated road sign – TW series	month	1,00		
C1.5.11	Provision of safety equipment for visitors				
C1.5.11.1	Provision of reflective safety vests for visitors	No.	1,00		
C1.5.12	Additional traffic accommodation				
C1.5.12.1	Provision of additional traffic accommodation facilities	prov sum	1	50000	
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%	50 000,00		
C1.5	TOTAL CARRIED FORWARD TO SUMMARY				

CONFIDENTIAL DOCUMENT

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1.6 LI	CLEARING AND GRUBBING				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	1,00		
C1.6.1.2	Clearing with hand labour only when labour enhanced work is specified	ha	1,00		
C1.6.2	Grubbing				
C1.6.2.2	Grubbing with hand labour when labour enhancement work is specified or it is not practical to use a machine	ha	1,00		
C1.6.3	Removal and grubbing of large trees and tree stumps:				
C1.6.3.4	Removal of trees in forests and plantations	ha	1,00		
C1.6.4	Mulching selected organic matter	m ³	1,00		
C1.6.7	Re-clearing of previously cleared areas	ha	1,00		
C1.7.1	Loading				
C1.7.1.3	Loading by hand only from stockpile or heaps when labour enhancement work is specified or it is not possible to use machines	m ³	1,00		
C1.6	TOTAL CARRIED FORWARD TO SUMMARY				

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C8.3.1	TEXTURE TREATMENT				
C8.3.1.1	Application of slurry for texture improvement, applied by hand (Indicate aggregate grade, type of emulsion, filler type)	m ³	1,00		
C8.3.1.2	Application of slurry for texture improvement, applied by spreader box (Indicate aggregate grade, type of emulsion, filler type)	m ³	1,00		
C8.3.1.3	Application of microsurfacing for texture improvement, applied by spreader box (Indicate aggregate grade, type of emulsion, filler type)	m ³	1,00		
C1.6	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C8.5.1	STANDARD CRACK SEALING				
C8.5.1.1	Cleaning cracks				
	(a) Cleaning crack with cold compressed air	m	1,00		
	(b) Cleaning crack with hot compressed air	m	1,00		
C8.5.1.2	Applying herbicides for sealing cracks	litre	1,00		
C8.5.1.3	Priming (indicate primer)	litre	1,00		
C8.5.1.4	Sealing the cracks				
	(a) Sealing using (State crack sealant)	litre	1,00		
C8.5.1.5	Heating of surface before rolling	m	1,00		
C8.5.1.6	Rolling the cracks	m	1,00		
C8.5	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C8.8	PATCHING AND EDGE BREAK REPAIR				
C8.8.1	Saw cutting pavement layers for patching				
C8.8.1.1	Asphalt or bituminous surfacing to an average depth				
	(a) Not exceeding 50 mm	m	1,00		
	(b) Exceeding 50 mm but not exceeding 100 mm	m	1,00		
	(c) Exceeding 100 mm	m	1,00		
C8.8.1.2	Cemented pavement layers to an average depth				
	(a) Not exceeding 100 mm	m	1,00		
	(b) Exceeding 100 mm but not exceeding 200 mm	m	1,00		
	(c) Exceeding 200 mm	m	1,00		
C8.8.1.3	Granular layers to an average depth				
	(a) Not exceeding 100 mm	m	1,00		
	(b) Not exceeding 200 mm	m	1,00		
	(c) Exceeding 200 mm	m	1,00		
C8.8	TOTAL CARRIED FORWARD				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C8.8	BROUGHT FORWARD				
C8.8	PATCHING AND EDGE BREAK REPAIR				
C8.8.2	Excavation in existing pavements for patching (non-milling)				
C8.8.2.1	Asphalt layers				
	(a) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	Exceeding 10 m ² but not exceeding 50 m ²				
	(b) including for edge repairs wider than 250 mm	m ³	1,00		
	Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(d) Exceeding 100 m ²	m ³	1,00		
C8.8.2.2	Cemented layers				
	(a) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	Exceeding 10 m ² but not exceeding 50 m ²				
	(b) including for edge repairs wider than 250 mm	m ³	1,00		
	Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(d) Exceeding 100 m ²	m ³	1,00		
C8.8	TOTAL CARRIED FORWARD				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C8.8	BROUGHT FORWARD				
C8.8	PATCHING AND EDGE BREAK REPAIR				
C8.8.3	Compacting the floor of excavations for patching (specify density)	m ²			
C8.8.4	Backfilling of excavations for patching				
C8.8.4.1	Chemically stabilized pavement material (state the pavement material and the stabilising agent) for a patch with a surface area:				
	(a) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(b) Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(c) Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(d) Exceeding 100 m ²	m ³	1,00		
C8.8.4.2	Bitumen Stabilised Material (specify type and level of compaction) for a patch with a surface area:				
	(a) Not exceeding 10 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(b) Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(c) Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250 mm	m ³	1,00		
	(d) Exceeding 100 m ²	m ³	1,00		
C8.8.4.3	Asphalt for a patch with a surface area (state type and density)				
	(a) Not exceeding 10 m ² including for edge repairs wider than 250 mm	ton	1,00		
C8.8	TOTAL CARRIED FORWARD				

CONTRACT NO:LDPWRI-R/20487
3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C8.8	BROUGHT FORWARD				
C8.8	PATCHING AND EDGE BREAK REPAIR				
	(b) Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250 mm	ton	1,00		
	(c) Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250 mm	ton	1,00		
	(d) Exceeding 100 m ²	ton	1,00		
C8.8.4.4	Granular base material (state type and density) for a patch with a surface area				
	(a) Not exceeding 10 m ² including for edge repairs wider than 250 mm	ton	1,00		
	(b) Exceeding 10 m ² but not exceeding 50 m ² including for edge repairs wider than 250 mm	ton	1,00		
	(c) Exceeding 50 m ² up to 100 m ² including for edge repairs wider than 250 mm	ton	1,00		
	(d) Exceeding 100 m ²	ton	1,00		
C8.8.5	Geosynthetic patching				
C8.8.5.1	Sealing joints with geosynthetic strips (specify	m	1,00		
C8.8.6	Repairing edge breaks in surfacing	m ³	1,00		
C8.8.6.1	Cutting back the edges of the existing surfacing	m	1,00		
C8.8.6.2	Prime coat (state type and rate of application)	litre	1,00		
C8.8.6.3	Reconstructing edges using:				
	(a) Continuously-graded hot asphalt (state type and density)	ton	1,00		
	(b) Continuously-graded cold asphalt (Agrément SA certified -state class and density)	ton	1,00		
	(c) Bitumen Stabilised Material (state type and level of compaction)	m ³	1,00		
C8.8	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C11.1 LI	PITCHING, STONEWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION				
C11.1.1	Foundation trenches for stone masonry walls				
C11.1.1.1	Excavating foundation trenches in soft material using labour enhanced construction methods 0 m to 1,0 m depth	m ³	1,00		
C11.1.1.2	Excavating foundation trenches in intermediate material using labour enhanced construction methods 0 m to 1,0 m depth	m ³	1,00		
C11.1.2	Stone pitching				
C11.1.2.1	Plain stone pitching				
	(a) Method 1	m ²	1,00		
	(b) Method 2	m ²	1,00		
C11.1.2.2	Grouted stone pitching with mortar	m ²			
C11.1.2.3	Grouted stone pitching on a concrete bed	m ²	1,00		
C11.2.1	Foundation trench excavation:				
C11.2.2	Surface preparation for bedding the gabion boxes and mattresses	m ²	1,00		
C11.2.3	Gabion boxes and mattresses:				
C11.2.3.1	Galvanized gabion boxes (1mx1mx1m, mesh. 80mmx100mm and 2,5mm diameter wire)	m ³	1,00		
C11.2.3.2	PVC coated gabion boxes (1mx1mx1m)	m ³	1,00		
C11.2.3.3	Galvanized gabion mattresses (2mx1mx0,3m deep, mesh 80mmx100mm, 2,2mm diameter wire, 600mm diameter)	m ³	1,00		
C11.2.3.4	PVC-coated gabion mattresses (2mx1mx0,3m)	m ³	1,00		
C11.1	TOTAL CARRIED FORWARD TO SUMMARY				

CONFIDENTIAL DOCUMENT

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M2400 LI	CLEANING OF PREFABRICATED CULVERTS				
M240.01 LI	Cleaning of prefabricated culverts, inlet and outlet areas (all sizes) Various road sections as descibed under C3.1.2.1 : Description of site (twice per month)	No.	1,00		
M2400	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M2500	CLEANING OF CONCRETE DRAINS AND CHANNELS				
M250.01 LI	Cleaning of concrete drainage channels: Various road sections as descibed under C3.1.2.1: Description of site (twise per month)				
	(a) (i) Hand cleaning	month	1,00		
M250.02 LI	(b) Extra over for sweeping of concrete drainage channels	month	1,00		
M2500	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M2600	CLEANING AND MAINTENANCE OF EXISTING EARTH CHANNELS				
M260.01 LI	Cleaning earth drains and channels	m ³	1,00		
M260.02 LI	Repairing of earth drains and channels	m ³	1,00		
M260.04	Overhaul on material hauled in excess of 1,0 km	m ³ -km	1,00		
M2600	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M2700	EDGE BUILD-UP REMOVAL	month	1,00		
M270.01 LI	Removal of edge build-ups: Various road sections as descibed under C3.1.2.1 : Description of site (twise per month)				
M2700	TOTAL CARRIED FORWARD TO SUMMARY				

CONFIDENTIAL DOCUMENT.

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M3200 LI	COLLECTION AND REMOVAL OF DEBRIS AND LITTER	km	1,00		
M320.01 LI	Clearing of the road reserve (c) Rural roads: Various road sections				
M3200	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	SCHED	RATE	AMOUNT
3300	SHOULDER REPAIRS AND EDGE BUILT-UP REMOVAL				
M33.01L	Re-instating gravel shoulders				
	(a) Ripping, watering, mixing, placing and compacting existing shoulders to 93% mod AASHTO density	m ³	1,00		
	(b) Extra over subitem M33.01(a) for adding extra material	m ³	1,00		
M33.04L	Variation in the application rate of water	kl	1,00		
3300	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M4100	ERECTION AND REPAIR OF PERMANENT ROAD TRAFFIC SIGNS				
M410.01 LI	Erection or re-erection of road signs with a surface area of: (a)Up to 2m ²	m ²	1,00		
	(b)Exceeding 2m ² but not 10m ²	m ²	1,00		
	(c) Exceeding 10m ²	m ²	1,00		
M410.02 LI	Road sign supports (overhead road sign strutures excluded) (b) Timber: (i)100mm diameter	m	1,00		
	(ii)125mm diameter	m	1,00		
	(iii)150mm diameter	m	1,00		
	(iv)175mm diameter	m	1,00		
M410.04 LI	Excavation and backfilling for road sign supports (not applicable to reference marker board posts)	m ³	1,00		
M410.05 LI	Extra over item M410.04 for cement-treated soil backfill	m ³	1,00		
M410.10 LI	Hazard plates (a) W401 sign (150 x 600mm) (i) Sign only	No	1,00		
	(ii) Post only	No	1,00		
M4100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M4100	BROUGHT FORWARD				
	(b) W401 sign (200 x 800mm)				
	(i) Sign only	No	1,00		
	(ii) Post only	No	1,00		
	(c) W401 sign (300 x 1200mm)				
	(i) Sign only	No	1,00		
	(ii) Post only	No	1,00		
M410.12 LI	Concrete in road sign footings (class 20/19)	m3	1,00		
M410.14 LI	Removal of road sign supports	No	1,00		
M410.15	Procurement of road signs				
	(a)Purchase of manufactured road signs	Prov Sum	1,00	200 000,00	200 000,00
	(b)The Contractor's overhead charges and profit in respect of sub-item M410.15 (a)	%	200 000,00		
M4100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M4400	GUARDRAIL ERECTION AND MAINTENANCE				
M440.01 LI	Supply and erection of new galvanised guardrails				
	(i) Conventional guardrail (3.8m eff. length)	m	1,00		
	(ii) EU standard guardrail (4.0m eff Length)	m	1,00		
M440.02	Supply and erection of new galvanised curved guardrails				
	factory bent to a radius of less than 45 m	m	1,00		
M440.03 LI	Extra over for erection of guardrail posts				
	(a) Additional timber posts for items M440.01 and M440.02	No	1,00		
	(b) Backfilling guardrail post with soilcrete	No	1,00		
	(c) Backfilling guardrail post with concrete	No	1,00		
M440.04 LI	End units				
	(a) End wings	No	1,00		
	(b) Terminal sections in accordance with the drawings where single guardrail sections are used	No	1,00		
	(c)Terminal sections in accordance with the drawings where double guardrail sections are used	No	1,00		
M440.05 LI	Guardrail reflectors	No	1,00		
M440.06 LI	Removal of damaged guardrails and re-erection of guardrails with new, recovered or renovated material				
	(a) Guardrails				
	(i) Conventional guardrail (3.8m eff. length)	m	1,00		
	(ii) EU standard guardrail (4.0m eff. length)	m	1,00		
M4400	TOTAL CARRIED FORWARD				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M4400	BROUGHT FORWARD				
	(b) End wings				
	(i) Conventional guardrail (3.8m eff. length)	No	1,00		
	(ii) EU standard guardrail (4.0m eff Length)	No	1,00		
	(c) Terminal sections with single guardrails				
	(i) Conventional guardrail (3.8m eff. length)	No	1,00		
	(ii) EU standard guardrail (4.0m eff Length)	No	1,00		
	(d) Terminal sections with double guardrails				
	(i)Conventional guardrail (3.8m eff. length)	No	1,00		
	(ii)EU standard guardrail (4.0m eff Length)	No	1,00		
	(e) Guardrail posts				
	(i)Conventional guardrail (3.8m eff. length)	No	1,00		
	(ii)EU standard guardrail (4.0m eff Length)	No	1,00		
M4400	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD

RATE BASED QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	SCHED	RATE	AMOUNT
8100	TESTING MATERIALS AND WORKMANSHIP				
81	Other special tests requested by the Engineer:				
	(a) Cost of testing	-	Prov	Sum	100 000,00
	(b) Contractor's handling costs, profit and all other charges in respect of subitem B81.02(a)	%	100 000		
8100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M9100	DAYWORKS SCHEDULE				
M910.01	Labour during normal working hours				
	(a) Unskilled	h	1,00		
	(b) Semi-skilled	h	1,00		
	(c) Skilled	h	1,00		
	(d) Ganger	h	1,00		
	(e) Flagmen	h	1,00		
M910.02	Labour outside normal working hours				
	(a) Outside normal working hours and Saturdays				
	(i) Unskilled	h	1,00		
	(ii) Semi-skilled	h	1,00		
	(iii) Skilled	h	1,00		
	(iv) Ganger	h	1,00		
	(v) Flagmen	h	1,00		
	(b) Sundays and public holidays				
	(i) Unskilled	h	1,00		
	(ii) Semi-skilled	h	1,00		
	(iii) Skilled	h	1,00		
	(iv) Ganger	h	1,00		
	(v) Flagmen	h	1,00		
M9100	TOTAL CARRIED FORWARD				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M9100	BROUGHT FORWARD				
M910.03	Transport and equipment				
	(a) Tipper Trucks				
	(i) 3 to 5 ton capacity	h	1,00		
	(ii) More than 5 ton capacity	h	1,00		
	(b) TLB - Tractor, loader, backhoe (0.5m3 bucket)	h	1,00		
	(c) Grader (CAT 140 G or similar)	h	1,00		
	(d) Compactor (Bomag BW 90)	h	1,00		
	(e) Water truck (5 000 litre)	h	1,00		
	(f) Mechanical broom	h	1,00		
	(g) Suitable truck/bus for transporting labourers (40 seater)	h	1,00		
	(h) Safety vehicle for pre-marking purposes	h	1,00		
	(i) Compressor (air) including hoses and tools(up to10m3/min)	h	1,00		
	(j) Dewatering pump including generators and accessories (500l/min)	h	1,00		
	(k) Mobile concrete mixers (150l)	h	1,00		
	(l) Flat bed truck (6 ton)	h	1,00		
	(m) Light delivery vehicle (LDV)	h	1,00		
	(n) Centremount cranes (20ton)	h	1,00		
M9100	TOTAL CARRIED FORWARD				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M9100	BROUGHT FORWARD				
	(o) Portable generator set	h	1,00		
	(p) Establishment of a TLB - Tractor, loader, backhoe (0.5m3 bucket)	No	1,00		
	(q) Establishment of grader (CAT 140 G or similar)	No	1,00		
M910.04 LI	Procurement of materials				
	(a) Procurement of materials (grass cutters, chainsaws, etc)	Prov Sum	1,00	200 000,00	200 000,00
	(b) The Contractor's overhead charges and profit in respect of sub-item BM910.04 (a)	%	200 000,00		
M910.05	Extra over item M910.03 for establishment within 24 hours				
	(a) Tipper trucks				
	(i) 3 to 5 ton capacity	No	1,00		
	(ii) More than 5 ton capacity	No	1,00		
	(b) TLB - Tractor, loader, backhoe (0.5m3 bucket)	No	1,00		
	(c) Dewatering pump including generators and accessories (500l/min)	No	1,00		
	(d) Water truck (5000 litre)	No	1,00		
M9100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

SECTION	DESCRIPTION	AMOUNT
C1.1	GENERAL REQUIREMENTS AND PROVISIONS	
C1.3	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	
C1.4	FACILITIES FOR THE ENGINEER	
C1.5	ACCOMMODATION OF TRAFFIC	
C1.6	CLEARING AND GRUBBING	
C11.1	PITCHING, STONWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	
M2400	CLEANING OF PREFABRICATED CULVERTS	
M3200	COLLECTION AND REMOVAL OF DEBRIS AND LITTER	
	TOTAL SCHEDULE A: ROUTINE ROAD MAINTENANCE	

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
D100.01	Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction regulations	Lump Sum	1		
D100.07	PPE for all beneficiaries at 2 pairs per year				
	(a) Reflective overalls (all sizes)	No	1,00		
	(b) Sun Hats	No	1,00		
	(c) Safety Glasses	No	1,00		
	(d) Steel Toe Tip Boots	No	1,00		
	(e) Dust Masks (20 per box)	No	1,00		
	(f) Reflective Jacktes	No	1,00		
D100.08	Safety Signs				
	(a) Site Notice Boards	No	1,00		
	(b) Site office direction sign	No	1,00		
	(c) No smoking signs	No	1,00		
D100	TOTAL CARRIED FORWARD TO SUMMARY				

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
E100	ENVIRONMENTAL MANAGEMENT PLAN				
E100.01	Pernalty for unnecessary removal or damage to trees for the following diameter sizes:				
	(a) 2 600mm girth or less	No.		-5000,00	Rate Only
	(b) Greater than 2 600mm, but less than 6 180mm girth	No.		-10000,00	Rate Only
	(c) Greater than 6 180mm girth	No.		-30000,00	Rate Only
E100.02	Penalty for serious violations				
	(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	No.		-10000,00	Rate Only
	(b) General damage to sensitive environments	No.		-5000,00	Rate Only
	(c) Damage to cultural and historical sites	No.		-5000,00	Rate Only
	(d) Pollution of water sources	No.		-10000,00	Rate Only
	(e) Unauthorised blasting activities	No.		-5000,00	Rate Only
	(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost)	No.		-5000,00	Rate Only
E100.03	Penalty for less serious violations				
	(a) Littering on site	No.		-1000,00	Rate Only
	(b) Lighting of illegal fires on site	No.		-1000,00	Rate Only
	(c) Persistent or un-repaired fuel and oil leaks	No.		-1000,00	Rate Only
	(d) Excess dust or excess noise emanating from site	No.		-1000,00	Rate Only
E	TOTAL CARRIED FORWARD				-

CONTRACT NO:LDPWRI-R/20487

3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Brought forward					-
	(e) Dumping of milled material in side drains or on grassed areas	No.		-1000,00	Rate Only
	(f) Possession or use of intoxicating substances on site	No.		-500,00	Rate Only
	(g) Any vehicles being driven in excess of designated speed limits	No.		-500,00	Rate Only
	(h) Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	No.		-2000,00	Rate Only
	(i) Illegal hunting	No.		-2000,00	Rate Only
	(j) Urination and defecation anywhere except in designated areas	No.		-500,00	Rate Only
E100	TOTAL CARRIED TO SUMMARY				-

CONTRACT NO:LDPWRI-R/20487
3 YEAR HOUSEHOLD TERM CONTRACT: ROUTINE ROAD MAINTENANCE

RATE BASED QUANTITIES
CALCULATION OF TENDER SUM

DESCRIPTION	AMOUNT
TOTAL SECTION C: ROUTINE ROAD MAINTENANCE	
TOTAL PART D100 : OCCUPATIONAL HEALTH AND SAFETY ACT	
TOTAL PART E200: ENVIRONMENTAL MANAGEMENT PLAN	Rate only
SUB-TOTAL C, D100 & E200	
VAT AT 15%	
TENDER SUM CARRIED FORWARD TO FORM C1.1	

PART C3: SCOPE OF WORK

CONTENTS

PART C3: SCOPE OF WORK

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C3.1 DESCRIPTION OF WORKS

C3.1.1 Employer's Objectives

LDPWRI's objective is to maintain all roads within the Municipality for a period of thirty-six months (36). Priority list of roads to be maintained will be provided after appointment

C3.1.2 Overview and Location of Works

The employer's objective is to provide maintenance to road infrastructure, using labour intensive methods.

The scope of work for this project is a routine maintenance of roads within the Municipality. The contractor will engage community households preferably headed by women and or youth who belong to the poorest of the poor in the community. Participants will be employed from communities located within the municipality through the relevant structures of the Municipality and will work a minimum of three (3) days per week.

The contractor shall be responsible for reporting the progress done on site on a weekly basis on the prescribed format. A contract will be entered between the Contractor and **unskilled labourers (participants)**. **The number of participants will be calculated at 35% of schedule A of the bill of quantities on the LI designated items/activities.** There shall be a penalty for non-compliance as indicated in the Tender Data.

C3.1.3 Extent of Works

The following remedial actions to be executed on this contract:

- a) surface patching with medium continuously graded asphalt
- b) clearing of excessive vegetation within the road reserve or as directed by the Employer's representative.
- c) in-situ shoulder reconstruction with material obtained from the existing road-prism and servitude or an approved borrow-pit.
- d) grass cutting within the road reserve (from fence to fence).
- e) Cleaning of existing and reconstruction of drainage structures.
- f) Replacement of road side furniture.
- g) application of a texture slurry (medium graded) in areas where stone loss occurs.
- h) repairing edge breaks with medium continuously graded asphalt.
- i) protection of road embankment.
- j) and any other maintenance activities to be identified by the Employer's Agent.

EXISTING INTERSECTIONS

- a) It is proposed to construct concrete edge-beams on most intersections and farm-accesses as required.

C3.1.5 Temporary Works

It is proposed that all patch and reseal work be undertaken under stop/go traffic accommodation during daylight hours. A maximum closure distance of 2 km is proposed, with a maximum of 2 closures along the road length. The minimum distance between consecutive closures must be at least 4 km.

If there is a section to be reconstructed, it is proposed to accommodate the traffic on the gravel shoulders (left and right) of the road in order to avoid half-width construction. A maximum closure distance of 2 km is proposed, with a maximum of 2 closures along the road length. The minimum distance between consecutive closures must be at least 4 km.

C3.1.6 General Information

C3.1.6.1

Drawings

Drawings will be provided on an on-going basis by the Employer's Agent. There are no drawings applicable for the purpose of tendering.

C3.1.6.2

Power, Water Supply and Other Services

The contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The cost of providing these services will be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

C3.1.6.3

Contractor's Camp Site and Security

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel and all regulations stipulated by the local authority shall be adhered to.

It is anticipated that the contractor's choice of a camp site will be influenced by the availability of telephone and electrical connections as well as the supply of potable water. The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and the employer will consider no claims in this regard.

C3.1.6.4

Additional Requirements for Construction Activities

C3.1.6.4.1 The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

C3.1.6.4.2 The contractor shall submit proposals in connection with directional signs to the Employer's Agent for approval.

C3.1.6.5

Programme Requirements for Construction Activities

The contractor shall programme his activities to be suitable in terms of his resources to complete the contract inside the stipulated time period.

C3.1.6.6

Construction in Confined Areas

It may be necessary for the contractor to work in confined areas. In certain areas the width of the fill material and pavement layers may reduce to zero and the working space may be confined. The method of construction in these confined areas depends on the contractor's construction plant. However, the contractor must note that measurement and payment will be in accordance with the specified cross-sections and dimensions, irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and amounts tendered will be deemed to include full compensation for any special equipment or construction methods or for any difficulty encountered in working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for payment be considered on account of these difficulties.

C3.1.7 Labour Regulations

C3.1.7.1

Payment for the labour-intensive component of the works

Payment for items which are designated to be constructed using labour intensively in the schedule of quantities will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the Local labour content target, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the Local labour content target and constructed a LI-marked activity through other means, he will not be paid for that activity. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

C3.1.7.2

Applicable labour laws

1. Ministerial Determination 4: Special Public Works Programmes - Government Gazette No. 35310 3 Of 04 May 2012 as amended.
2. Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes - Government Gazette No. 34032 of 18 February 2011 as amended.

C3.2 ENGINEERING

C3.2.1

Design

- (a) The **Employer** is responsible for the design of the permanent Works should it be necessary in the contract.
- (b) The **Contractor** is responsible for the design of the temporary Works and their compatibility with the permanent Works.
- (c) The **Contractor** shall supply all details necessary to assist the Employer's Agent in the compilation of the as-built drawings.

C3.2.2

Employer's Design

- (a) Detail description of Works (C3.1.3)

C3.2.3

Contractor's Design

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.4

Design procedures

All designs and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain master lists to record and track all transactions.

C3.4 CONSTRUCTION

C3.4.1

STANDARD SPECIFICATIONS

- (a) The following specifications shall apply for the construction of the Works.
 - (i) The COTO Standard Specifications for Road and Bridge Works for State Road Authorities (1998).

The contractor may purchase copies of Volume (i) from the South African Institution of Civil Engineers.

Waterfall Park	SAICE	Tel : (011) 805-5947
Howick Gardens	/ Postnet Suite 81	Fax : (011) 805-5971
Vorna Valley	/ Private Bag X65	
Becker Street	/ Halfwayhouse	Contact Person : Angeline Aylward
Midrand	/ 1685	

- (b) SABS/SANS or BS Specifications and Codes of Practice

Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or equivalent standard" and BS or equivalent standard" respectively.

- (c) Various other specifications specified in the COTO Standard Specifications or the Project Specifications.
- (d) Latest **Sabita Manual**, Manual 25 entitled "Quality Management in the Handling and Transport of Bituminous Binders".
- (e) The South African National Roads Agency Limited - Standard Specification for Routine Road Maintenance

C3.4.2**PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS****C3.4.2.1****General Conditions of Contract Referred to in the Standard Specifications**

The references to the General Conditions of Contract appearing in the COTO Standard Specifications refer to the COTO General Conditions of Contract which is superseded in this contract by the General Conditions of Contract for Construction Works 2015 3rd edition.

C3.4.2.2**Amendments to the Standard Specifications**

There are no amendments to the Standard Specifications as issued by the Committee of Land Transport Officials (COTO).

C3.4.2.3**Project Specifications Relating to Standard Specifications**

This part of the project specifications deals with matters relating to the standard specifications. Where reference is made in the standard specifications to the project specifications this part shall also contain the relevant information e.g. the requirements where a choice of materials or construction methods are provided for the standard specifications.

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

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

Clauses and pay items referring to labour intensive methods are prefixed by LI in the project specifications.

Clauses and pay items referring to emerging contractors are prefixed by E in the project specifications.

C3.4.3**Requirements of Expanded Public Works Programme EPWP****Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

C.3.4.4**Employment of Unskilled and Semi-Skilled Workers in Labour Intensive Works**

Requirements for the sourcing and engagement of labour:

C.3.4.4.1. Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

C.3.4.4.2. the minimum rate of pay for unskilled labour for this contract is R 145 per task or per day and R165.00 for semiskilled (team leaders)

C.3.4.4.3. Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and

b) the weakest worker completes 5 tasks per week in 55 hours or less.

C.3.4.4.4. the contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.4.4.3.

C.3.4.4.5. the Contractor shall, through all available community structures, employ the local labourers (beneficiaries). Preference shall be given to people who come from poor households:

a) where the head of the household has less than a primary school education.

b) that have less than one full time person earning an income.

c) where subsistence agriculture is the source of income.

d) those who are not in receipt of any social security pension income

C.3.4.4.6. the Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women.
- b) 55% youth who are between the ages of 16 and 35.
- c) 2% on persons with disabilities.

Specific provisions pertaining to SANS 1914-5

C.3.4.5 Definitions

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

C.3.4.5.1 Contract participation goals

C.3.4.5.2. there is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

C.3.4.5.3. the wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C.3.4.5.4 terms and conditions for the engagement of targeted labour further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

C.3.4.5.5. variations to SANS 1914-5

C.3.4.5.6. the definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

C.3.4.5.7. the schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE WORKS FOR SOUTH AFRICAN ROAD
AUTHORITIES, OCTOBER 2020 DOWNLOADABLE FROM THE DEPARTMENT OF TRANSPORT WEBSITE

AND

STANDARD SPECIFICATION FOR ROUTINE ROAD MAINTENANCE DOWNLOADABLE FROM SOUTH
AFRICAN NATIONAL ROADS AGENCY LIMITED

C3.4.3 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS

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C3.4.3.1

**Generic occupational health and safety specification for
construction work contracts**

PUBLIC WORKS, ROADS AND INFRASTRUCTURE

September 2016

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PUBLIC WORKS, ROADS AND INFRASTRUCTURE

Generic occupational health and safety specification for construction work contracts

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Generic occupational health and safety specification for construction work contracts

1 Scope

This health and safety specification in respect of a construction work contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1 This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

Note 2 The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3 This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4 The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and
- c) a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

2 Definitions

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

contractor: person or organization that contracts to provide the work covered by the contract

contract manager: person appointed by the employer to administer the contract on his behalf

competent person: any person who:

- a) 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; and
- b) is familiar with the Act and applicable regulations made in terms of the Act

Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000, those qualifications and training must be regarded as the required qualifications and training.

danger: anything which may cause injury or damage to persons or property

employer: person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract

employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified

health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
 - i) a dangerous substance was spilled;
 - ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

reasonably practicable: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
 - b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
 - c) the availability and suitability of means to remove or mitigate that hazard or risk; and
 - d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;
- risk:** the probability that injury or damage will occur

safe: free from any hazard

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

structure:

- a) 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;
- b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) 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

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

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

workplace: any premises or place where a person performs work in the course of his employment

3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
- c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
- d) respond to the notices issued by the employer's health and safety agent as follows:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - 2) Contravention Notice: rectify contravention as soon as possible;

3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt with in the Contract Data.

4.2 Administration

4.2.1 Notification of intention to commence construction work

4.2.1.1 The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:

- a) excavation work;
- b) working at height where there is a risk of falling;
- c) the demolition of a structure;
- d) the use of explosives; or
- e) a single storey dwelling for a client who is going to reside in such dwelling upon completion

4.2.1.2 The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

4.2.1.3 The contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

4.2.2 Copy of the Act

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

4.2.3 Good standing with the compensation fund or a licensed compensation insurer

The contractor shall before commencing with any work on the site provide the employer's health and safety representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

4.2.4 Emergency procedures

4.2.4.1 The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details including contact particulars of available emergency services; and
- c) the actions or steps which are to be taken during an emergency.

4.2.4.2 The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

4.2.5 Health and safety file

4.2.5.1 The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

- a) the following documents which shall be placed in the file prior to commencing with physical construction activities
 - 1) copy of the construction work permit issued in terms of the Construction Regulations 2014;
 - 2) the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
 - 3) copies of all risk assessments that were conducted
 - 4) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;
 - 5) the letters of appointment, as relevant, together with a brief curricula vita (CV) of:
 - the construction manager and any assistant construction managers;
 - the construction health and safety manager
 - the construction health and safety officer
 - the risk assessor who is tasked to perform the risk assessments; and
 - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - 6) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
 - 7) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;
 - 8) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;
 - 9) the preliminary hazard identification undertaken by a competent person;

- 9) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and
- 10) the contractor's health and safety plan;
- 11) the emergency procedures;
- 12) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and
- 13) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
- b) the following documents, as relevant, which shall be placed in the file after construction activities have commenced
 - 1) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:
 - persons who are required to assist the construction supervisor;
 - construction supervisor for the site in respect of construction work covered by the Construction Regulations;
 - competent persons;
 - assistants of construction supervisor; and
 - designers of temporary works;.
 - 2) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;
 - 3) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;;
 - 4) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;
 - 5) proof of all subcontractor's induction training whenever it is conducted;
 - 6) copies of the minutes of the contractor's subcontractors health and safety meetings;
 - 7) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
 - 8) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
 - 9) copies of the fall protection plan and each revision thereof;
 - 10) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
 - 11) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
 - 12) any report made to an inspector by the health and safety committee;
 - 13) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
 - 14) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
 - 15) the inputs of the safety officer, if any, into the health and safety plan;
 - 16) details of induction training conducted whenever it is conducted including the list of attendees;
 - 17) proof of the following where suspended platforms are used:
 - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - proof of competency of erectors, operators and inspectors;
 - proof of compliance of operational design calculations with requirements of the system design certificate;
 - proof of performance test results;
 - sketches indicating the completed system with the operational loading capacity of the platform;
 - procedures for and records of inspections having been carried out;
 - procedures for and records of maintenance work having been carried out;
 - proof that the prescribed documentation has been forwarded to the provincial director;
 - 18) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
 - 19) a copy of risk assessments made by competent persons;
 - 20) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
 - 21) the names of the first aiders on site and copies of the first aid certificates of competency;
 - 22) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
 - 23) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner;
 - 24) details of all incidents together with the Contractor's investigative report on such incident;
 - 25) the record of inspections carried out by the designers of structures to ensure compliance with designs; and
 - 26) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;.

4.2.5.2 The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

4.2.5.3 The health and safety file shall be updated to ensure that its contents always reflect the latest available information.

4.2.5.4 The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

4.2.6 Health and safety committee

4.2.6.1 The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the contractor. Such meetings shall be convened whenever necessary but at least once every month to:

a) make recommendations to the contractor regarding any matter affecting the health or safety of persons on the site; and

b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.6.2 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

4.2.6.3 The contractor shall ensure that minutes of the health and safety committee meetings are kept. The employer's health and safety agent shall be invited to attend such meetings as an observer.

4.2.7 Inspections, formal enquires and incidents

4.2.7.1 The contractor shall inform the relevant safety representative:

a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

b) as soon as reasonably practicable of the occurrence of an incident on the site.

4.2.7.2 The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form

4.2.7.3 The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.

4.2.7.4 The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:

a) notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;

b) ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger; and

c) provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

4.2.7.5 The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

4.2.8 Personal protective equipment and clothing

The contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and

c) clear procedures are in place for the replacement of lost, stolen, worn or damaged personal protective clothing.

4.3 Appointments

4.3.1 Construction manager

The contractor shall appoint in writing one full time competent person as the construction manager with the duty of managing all the construction on a single site including that of ensuring occupational health and safety compliance. Where appropriate, the contractor shall appoint in writing one or more assistant construction managers.

4.3.2 Appointment of construction health and safety officers

The contractor shall after consultation with the employer after considering the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, prior to commencing the work and if necessary, appoint a full-time or a part-time suitably qualified health and safety officer to assist in the control of all health and safety related aspects on the site.

4.3.3 Construction supervisors

4.3.3.1 The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

4.3.3.2 A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

4.3.4 Competent persons

4.3.4.1 The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- a) formwork and support work operations;
- b) excavation work;
- c) demolition work;
- d) scaffolding work operations;
- e) suspended platform work operations;
- f) material hoists;
- f) bulk mixing plants;
- g) temporary electrical installations;
- h) the stacking and storage of articles on the site; and
- i) fire equipment.

4.3.4.2 The contractor shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

4.3.5 Health and safety representatives

4.3.5.1 The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- a) review the effectiveness of health and safety measures;
- b) identify potential hazards and potential major incidents;
- c) in collaboration with his employer, examine the causes of incidents;
- d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- g) inspect the site with a view to, the health and safety of employees, at regular intervals;
- h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- i) participate in any internal health or safety audit.

4.3.5.2 The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

4.4 Employer's health and safety agent

4.4.1 The employer's health and safety agent shall:

- a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
- b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
- c) monitor the effective implementation of all safety plans;
- d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
- e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

4.4.2 The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

4.5 Creating and maintaining a safe and healthy work environment

4.5.1 General

4.5.1.1 The contractor shall with respect to the site and the construction work that are contemplated:

- a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
- b) evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
- c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

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b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;
Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.5.1.3 The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.

4.5.2 Risk assessment

4.5.2.1 The contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- a) identify hazards to which persons may be exposed to;
- b) analyse and evaluate the identified risks associated with the identified hazards;
- c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic "toolbox talks" or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;
- d) provide a monitoring plan; and
- e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are suggested:

1) Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (eg high levels of noise or exposure to harmful substances) as well as safety hazards etc.

2) Identify who may be harmed and how by identifying how individuals and groups of people might be harmed i.e. what type of injury or ill health might occur.

3) Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be removed all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (eg switch to using a less hazardous chemical); prevent access to the hazard (eg by guarding); organise work to reduce exposure to the hazard (eg put barriers between pedestrians and traffic); issue personal protective equipment (eg clothing, footwear, goggles etc); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).

4) Record the findings by writing down the findings of the risk assessment.

4.5.2.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.5.2.3 Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- a) 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;
- b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

d) fall prevention and fall arrest equipment is:

— suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and

— securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

- a) the roof work has been properly planned;
- b) the roof erectors are competent to carry out the work;
- c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

- d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;
- e) the areas mentioned in paragraph (d) are to be suitably barricaded off to prevent persons from entering;
- f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.5.3 Health and safety plans

4.5.3.1 The contractor shall prior to commencing the work to which this specification applies, submit to the employer's health and safety agent for approval a suitable and sufficiently documented health and safety plan, based on this specification, the health and safety specification and the risk assessment that is conducted.

4.5.3.2 The health and safety plan shall as a minimum provide:

- a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract); and
- b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

Table 1: Example of the format of a health and safety plan

What are the hazards relating to work tasks? Who might be harmed and how? What are the safe work procedures for the site?	What further action is necessary (monitoring and review)? Action by whom
	Action by when

4.5.3.3 The contractor shall discuss the submitted health and safety plan with the employer's health and safety agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3.4 The contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the work to which this specification applies.

4.5.3.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer's health and safety agent, but at least once every month.

4.5.3.6 The contractor shall review and update the health and safety plan whenever changes to the works are brought about or following the occurrence on an incident.

4.5.4 Responsibilities towards employees and visitors

4.5.4.1 The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

4.5.4.2 The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

4.5.4.3 The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training..

4.5.4.4 The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

4.5.4.5 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b) is provided with the necessary personal protective equipment.

4.5.4.6 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- a) unauthorized entrance prohibited;
- b) signage to indicate what personal protective equipment is to be worn; and
- c) activity related signs.

4.5.4.7 The 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 workplace.

4.5.5 Subcontractors

4.5.5.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

- a) co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and

b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or 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.

4.5.5.2 The contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

4.5.5.3 The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

4.5.5.4 The contractor shall take reasonable steps as are necessary to ensure that:

a) potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;

b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;

c) all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;

d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;

e) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and

f) each sub-contractor's health and safety plan is implemented and maintained.

4.5.5.5 The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

4.5.5.6 The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

4.5.5.7 The contractor shall ensure that where changes to the works occur including design changes, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

4.5.5.8 The contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and

c) every subcontractor has in place a documented health and safety plan prior to commencing any work onsite which falls within the scope of the contract.

4.5.5.9 The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

4.5.5.10 The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.5.11 The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.5.12 The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

4.5.5.13 The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights.

4.5.6 First aid, emergency equipment and procedures

4.5.6.1 The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment which includes the items listed in the General Safety Regulations issued in terms of the Act.

4.5.6.2 The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.7 Facilities for workers

4.5.7.1 The contractor shall provide and keep clean and fit for use at or within reasonable access of the site:

a) at least one shower facility for every 15 workers;

b) at least one sanitary facility for every 30 workers;

- c) changing facilities for each gender; and
- d) sheltered eating areas.

4.5.7.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

4.6 Design of temporary work

The contractor shall:

- a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works;
- b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and ..
- c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities.

Annexure A: Incorporating this specification in procurement documents

A1 The Occupational Health and Safety Act of 1993 (Act No. 181 of 1993) requires amongst other things that every employer provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees (see section 8). The Act holds the employer liable for acts of omission of employees or mandataries (i.e. agents, contractors, or a subcontractor) unless it is proved that permission was not given to the employee or mandatory to act or fail to act in a manner which has obviously resulted in the flouting of the law, the employee or mandatory was acting outside the scope of his or her authority and that the questionable conduct of the employee or mandatory was not a condition laid down by the employer and the employer took reasonable steps to prevent the questionable / unlawful conduct of the employee or mandatory (see Section 37 of the Act). The employer can be relieved of this liability if the mandatory enters in writing into an agreement with the employer which sets out the arrangements and procedures to ensure compliance by the mandatory with the provisions of the Act.

A2 The Construction Regulations 2014 require employers (clients) to enter into written agreements with contractors (principle contractors). These Regulations are specifically designed to ensure that inter-action between the various role players takes place in construction work. The employer is required to, amongst other things:

- a) provide the contractor with a documented health and safety specification for the construction work;
- b) provide the contractor with information which can affect the health and safety of anyone carrying out the construction work;
- c) take reasonable steps including periodic audits to ensure that the contractor implements and maintains his or her health and safety plan;
- d) stop where necessary any work which is not in accordance with the health and safety plan;
- e) ensure that tenderers have made provision for health and safety measures in the construction process; and
- f) discuss, negotiate and approve health and safety plans produced by the contractor.

The employer may, however, appoint an agent to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by the regulations upon an employer, as far as reasonably practicable, are imposed upon the agent.

A3 The designer of a structure is required to provide the employer with all relevant information about the structure which can affect the pricing of the structure, inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work and make available to the contractor all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction.

A4 The National Treasury Standard for Infrastructure Procurement and Delivery Management requires that procurement documents be compiled in accordance with the provisions of SANS 10845-2, Construction procurement – Part 2: Formatting and compilation of procurement documents. This standard requires that procurement documents comprise a number of component documents including the:

- a) scope of work i.e. the document that specifies and describes the goods, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed
- b) site information i.e. the document that describes the site as at the time of tender, to enable the tenderer to price his tender and to decide upon his method of working and programming

A5 Occupational health and safety is a constraint relating to the manner in which the contract work is to be performed. The scope of work needs to identify the high level package specific hazards identified by the employer and communicate to the contractor any information which can affect the health and safety of anyone carrying out the construction work and can influence the pricing of the contract. It should also contain information provided by the designer of structures relating to any known or anticipated dangers or hazards relating to the construction work and all relevant information required for the safe execution of the work, geotechnical information, structural design loads and methods and sequence of construction if not shown on the construction drawings. It also needs to incorporate by reference this specification.

A6 Package specific information such as geotechnical information and existing buildings containing asbestos products should be included in the site information.

A7 It is recommended that the wording in the example be included in the scope of work of all contracts involving work falling within the following the following definition of construction work that is provided in the Construction Regulations: any work in connection with:

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or similar structure
- 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

Example:

Health and Safety

The major hazards identified by the Employer are [REDACTED]

The site specific health and safety specification for the intended construction work, based on the baseline risk assessment is contained in Annexure [REDACTED]

The Contractor shall demonstrate compliance with the requirements of the Occupational Health and Safety Act of 1993 and manage the risk of health and safety incidents in the execution of the contract in accordance with the provisions of National Treasury's Occupational Health and Safety Specification for Construction Work Contracts. The Employer's health and safety agent shall interact with the Contractor in accordance with the provisions of this specification.

C3.4.3.2 HIV/AIDS

DEPARTMENT OF PUBLIC WORKS

PW 1544

SPECIFICATION

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognized and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 Abbreviations

HIV : Human Immunodeficiency Virus.

AIDS : Acquired Immune Deficiency Syndrome.

STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENTS

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;

- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

3.2.1 The nature of the disease;

3.2.2 How it is transmitted;

3.2.3 Safe sexual behavior;

3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;

3.2.5 Attitudes towards other people with HIV/AIDS;

3.2.6 Rights of the Worker in the workplace;

3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;

3.2.8 How the Service Provider will support the Awareness Champion;

3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;

3.2.10 how the workshops will be presented, including frequency and duration;

3.2.11 how the workshops will fit in with the construction programme;

3.2.12 how the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;

3.2.13 how the video will be used;

3.2.14 how the Service Provider will elicit maximum participation from the Workers;

3.2.15 a questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimize the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimize the risk of HIV/AIDS infection;

2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

7.2 The Awareness Champion shall be responsible for:

7.2.1 Liaising with the Service Provider on organising awareness workshops;

7.2.2 Filling condom dispensers and monitoring condom distribution;

7.2.3 Handing out information booklets;

7.2.4 Placing and maintaining posters.

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent. The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted monthly to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a closed-out program report, shall be completed by the Contractor at the end of the contract.

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Program activities during the reporting period

Tick the block if Contractor satisfactorily complied with specifications												
Programme implemented within 14 days of site handover	PI			PI			PI			PI		
	D	D	M	D	D	M	D	D	M	D	D	M
Awareness champion on site												
HIV/AIDS awareness service provider report												
Male condom dispenser												
Sufficient male condoms available												
Male condom dispenser in a highly trafficked area												
Female condom dispenser												
Sufficient female condoms available												
Female condom dispenser in a highly trafficked area												
All four types of posters displayed												
Posters in a good condition												
Posters in a highly trafficked area												
Posters displayed on local support services: clinic & VCT Centre												
Support service poster/s in highly trafficked area												
Support service poster/s in a good condition												

Please indicate the applicable number for the reporting period												
Workers on payroll (at PI)												
Sub-Contractors who will be on site for longer than 30 days (at PI)												
Workshop attendees												

SCHEDULE A

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness program plan:

Corrective actions:

Representative/Agent

Departmental Construction Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAM: WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to each workshop conducted																								
DATE	W/S			W/S			W/S			W/S			W/S			W/S			W/S			W/S		
	D	M	M	D	M	M	D	M	M	D	M	M	D	M	M	D	M	M	D	M	M	D	M	M
Content of workshop: (Mark the content included)																								
SLO1																								
SLO3																								
SLO4																								
SLO5																								
SLO6																								
SLO7																								
SLO1																								
HIV/AIDS in construction video																								
Indicate the duration of the workshop in hours																								
Total number of Workers																								
Indicate workshop venue																								

HIV/AIDS AWARENESS PROGRAM: ATTENDANCE REGISTER

Fill in your name and indicate attendance by ticking the appropriate date

[illegible]

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R _____

Department of Public Works Project Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

AWARENESS MATERIAL

Describe location of posters displayed during the program: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry: _____

Comments on HIV/AIDS workshops on site: _____

SCHEDULE C

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focusing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss	Coughing or chest pain	Vomiting
Reactive TB	Pain when swallowing	Meningitis
Hair loss	Persistent fever	Memory loss
Severe tiredness	Diarrhoea	Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Construction Project Manager

Date

C3.4.3.3 CONTENTS

ENVIRONMENTAL MANAGEMENT PLAN

C3.4.3.3.1	SCOPE
C3.4.3.3.2	DEFINITIONS
C3.4.3.3.3	IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS
C3.4.3.3.4	LEGAL REQUIREMENTS
C3.4.3.3.5	ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS
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C3.4.3.3.1 SCOPE

This environmental management programme (EMP) sets out the methods by which proper environmental controls are to be implemented by the contractor. The duration over which the contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract, and the project specifications, as the defects notification period (maintenance period).

The provisions of this EMP are binding on the contractor during the life of the contract. They are to be read in conjunction with all the documents that comprise the suite of documents for this contract. In the event that any conflict occurs between the terms of the EMP and the project specifications or Record of Decision, the terms herein shall be subordinate.

The EMP is a dynamic document subject to similar influences and changes as are brought by variations to the provisions of the project specification. Any substantial changes shall be submitted to the Department of Public Works, Roads and Infrastructure in writing for approval.

The EMP identifies the following:

Construction activities that will impact on the environment. Specifications with which the contractor shall comply in order to protect the environment from the identified impacts. Actions that shall be taken in the event of non-compliance.

C3.4.3.3.2 DEFINITIONS

Alien Vegetation: alien vegetation is defined as undesirable plant growth which shall include, but not be limited to, all declared category 1 and 2 listed invader species as set out in the Conservation of Agricultural Resources Act (CARA) regulations. Other vegetation deemed to be alien shall be those plant species that show the potential to occupy in number, any area within the defined construction area and which are declared to be undesirable.

Construction Activity: a construction activity is any action taken by the contractor, his subcontractors, suppliers or personnel during the construction process as defined in the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7, 1998)

Environment: environment means the surroundings within which humans exist and that could be made up of -

- the land, water and atmosphere of the earth;
- micro-organisms, plant and animal life;
- any part or combination of (i) and (ii) and the interrelationships among and between them; and
- the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Environmental Aspect: an environmental aspect is any component of a contractor's construction activity that is likely to interact with the environment.

Environmental Impact: an impact or environmental impact is the change to the environment, whether desirable or undesirable, that will result from the effect of a construction activity. An impact may be the direct or indirect consequence of a construction activity.

Record of Decision: a record of decision is a written statement from the Limpopo Department of Economic Development, Environment and Tourism, that records its approval of a planned undertaking to improve, upgrade or rehabilitate a section of road and the mitigating measures required to prevent or reduce the effects of environmental impacts during the life of a contract.

Road Reserve: the road reserve is a corridor of land, defined by co-ordinates and proclamation, within which the road, including access intersections or interchanges, is situated. A road reserve may, or may not, be bounded by a fence.

Road Width: for the purposes of the EMP, the road width is defined as the area within the road reserve i.e. fence line to fence line, but also includes all areas beyond the road reserve that are affected by the continuous presence of the road, e.g. a reach of a water course.

C3.4.3.3.3 IDENTIFICATION OF ENVIRONMENTAL ASPECTS AND IMPACTS

The contractor shall identify likely aspects before commencing with any construction activity. Examples of environment aspects include:

- waste generation
- stormwater discharge
- emission of pollutants into the atmosphere

- chemical use operations
- energy use operations
- water use operations
- use of natural resources
- noise generation

Thereafter the contractor shall programme his work in such a way that each cause and effect of a construction activity is also identified and the activity planned so as to prevent any impact from happening. If prevention is not practicable, or in the event of mishap or misapplication, the contractor shall provide plans and measures for the Employer's Agent's approval, which will limit and contain the magnitude, duration and intensity of the impact. The contractor shall demonstrate that he/she is capable of carrying out any repair and reinstatement of the damaged environment. These requirements shall be concurrent with the time constraints to produce an approved construction programme according to General Conditions of Contract for Construction works amended by Particular Condition of the general conditions of contract and clause B1204 of these project specifications.

Listed below are some environmental impacts that could adversely alter an aspect of the environment through usual construction activities:

Pollution	of	atmosphere,	soil	or	water
Destruction	or	removal	of	fauna	and
Deformation				flora	and
Soil				the	effect
Destruction				historical/heritage	on
Effect				built	biological
Effect on agricultural land and wetlands					diversity
					landscape
					erosion
					sites
					environment

General good construction practice will play an important role in avoiding the occurrence of an Impact. The contractor's attention is drawn, in this regard, to C1008. Environmental Management of Construction Activities

C3.4.3.3.4 LEGAL REQUIREMENTS

a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

C3.4.3.3.5 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the Employer's Agent for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision. The Employer's Agent will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The Employer's Agent will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the Employer's Agent, but not less frequently than once a month.

The Employer's Agent shall have the authority to instruct the contractor to replace the DEO if, in the Employer's Agent's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required. There shall be an approved DEO on the site at all times.

b) Administration

Before the contractor begins each construction activity the DEO shall give to the Employer's Agent a written statement setting out the following:

The	type	of	construction	activity.
Locality	where	the	activity	will
Identification	of	the	environmental	aspects
Methodology	for	impact	prevention	for
Methodology	for	impact	containment	for
Emergency/disaster		incident	and	reaction
				procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the Employer's Agent whenever there is a change or variation to the original.

The Employer's Agent may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster

management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in clause 1217 of the COTO Standard Specifications for Roads and Bridges and subclauses of the General Conditions of Contract. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to include the care for and preservation of the environment within which the site is situated.

C3.4.3.3.6 TRAINING

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

- The importance of conformance with all environmental policies
- The environmental impacts, actual or potential, of their work activities;
- The environmental benefits of improved personal performance;
- Their roles and responsibilities in achieving conformance with the environmental policy and procedures and with the requirement of the Department's environmental management systems, including emergency preparedness and response requirements;
- The potential consequences of departure from specified operating procedures;
- The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the Employer's Agent when and how he/she intends concluding his environmental training obligations.

C3.4.3.3.7 ACTIVITIES/ASPECTS CAUSING IMPACTS

A list of possible causes of environmental impacts that occur during construction activities is given in Table 7/1: Aspects or Activities that Cause Environmental Impacts during Construction Activities, which is to be found at the end of this part. This list is not exhaustive, and shall be used for guideline purposes only.

C3.4.3.3.8 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the Employer's Agent for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place. The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the Employer's Agent for consultation during rehabilitation of the site. Read with COTO Specification 1302(a), 1402 (e).

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the Employer's Agent. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Employer's Agent in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. (Read in conjunction with COTO Specification 5801(b), 5802(b), (c), (d) and (e), 5804, 5805, 5806 and 5807). Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site. All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

b) Sewage treatment

Particular reference in the site establishment plan shall be given to the treatment of sewage generated at the site offices, site laboratory and staff accommodation and at all localities on the site where there will be a concentration of labour. Sanitary arrangements should be to the satisfaction of project management, the local authorities and legal requirements.

Safe and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak-aways, dry-composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets. Should a soak-away system be used, it shall not be closer than 800 metres from any natural water course or water retention system. The waste material generated from these facilities shall be serviced on a regular basis. The positioning of the chemical toilets shall be done in consultation with the Employer's Agent. Read with COTO Specifications 1402(g) and 1404(a).

Toilets and latrines shall be easily accessible and shall be positioned within walking distance from wherever employees are employed on the works. Use of the veld for this purpose shall not, under any circumstances, be allowed.

Outside toilets shall be provided with locks and doors and shall be secured to prevent them from blowing over. The toilets shall also be placed outside areas susceptible to flooding. The contractor shall arrange for regular emptying of toilets and shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Employer's Agent.

c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the Employer's Agent. Disposal of solid waste shall be at a Department of Water Affairs and Forestry (DWAF) licensed landfill site or at a site approved by DWAF in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site. Read with COTO Specification 1404(a).

ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites. (Read with COTO Specification 1302(b)).

iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the Employer's Agent.

d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e. at the place of construction activity or at a formalised workshop).

i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g. tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the Employer's Agent.

The contractor shall provide proof to the Employer's Agent that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the Employer's Agent with details of the preventative measures he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred

method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers.. An adequate bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay.

Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

e) Clearing the Site

In all areas where the contractor intends to, or is required to clear the natural vegetation and soil, either within the road reserve, or at designated or instructed areas outside the road reserve, a plan of action shall first be submitted to the Employer's Agent for his approval.

The plan shall contain a photographic record and chainage/land reference of the areas to be disturbed. This shall be submitted to the Employer's Agent for his records before any disturbance/stockpiling may occur. The record shall be comprehensive and clear, allowing for easy identification during subsequent inspections.

The contractor shall be responsible for the re-establishment of grass within the road reserve boundaries for all areas disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for, or from, road construction has to be stored temporarily or otherwise within the road reserve, or at designated or instructed areas outside the road reserve. This responsibility shall extend until expiry of the defects notification period.

f) Soil Management

i) Topsoil

Topsoil shall be removed from all areas where physical disturbance of the surface will occur and shall be stored and adequately protected. The contract will provide for the stripping and stockpiling of topsoil from the site for later re-use. Topsoil is considered to be the natural soil covering, including all the vegetation and organic matter. Depth may vary at each site. The areas to be cleared of topsoil shall include the storage areas. All topsoil stockpiles and windrows shall be maintained throughout the contract period in a weed-free condition. Weeds appearing on the stockpiled or windrowed topsoil shall be removed by hand. Soils contaminated by hazardous substances shall be disposed of at an approved Department of Water Affairs and Forestry waste disposal site. (Read with COTO Specifications 3104(a), 5802(a), (g), 5804(a), (b) and (c)). The topsoil stockpiles shall be stored, shaped and sited in such a way that they do not interfere with the flow of water to cause damming or erosion, or itself be eroded by the action of water. Stockpiles of topsoil shall not exceed a height of 2m, and if they are to be left for longer than 6 months, shall be analysed, and if necessary, upgraded before replacement. Stockpiles shall be protected against infestation by weeds.

The contractor shall ensure that no topsoil is lost due to erosion – either by wind or water. Areas to be topsoiled and grassed shall be done so systematically to allow for quick cover and reduction in the chance of heavy topsoil losses due to unusual weather patterns. The contractor's programme shall clearly show the proposed rate of progress of the application of topsoil and grassing. The contractor shall be held responsible for the replacement, at his own cost, for any unnecessary loss of topsoil due to his failure to work according to the progress plan approved by the Employer's Agent. The contractor's responsibility shall also extend to the clearing of drainage or water systems within and beyond the boundaries of the road reserve that may have been affected by such negligence.

ii) Subsoil

The subsoil is the layer of soil immediately beneath the topsoil. It shall be removed, to a depth instructed by the Employer's Agent, and stored separately from the topsoil if not used for road building. This soil shall be replaced in the excavation in the original order it was removed for rehabilitation purposes.

g) Drainage

The quality, quantity and flow direction of any surface water runoff shall be established prior to disturbing any area for construction purposes. Cognisance shall be taken of these aspects and incorporated into the planning of all construction activities. Before a site is developed or expanded, it shall be established how this development or expansion will affect the drainage pattern. Recognised water users / receivers shall not be adversely affected by the expansion or re-development. No water source shall be polluted in any way due to proposed changes.

Streams, rivers, pans, wetlands, dams, and their catchments shall be protected from erosion and from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous or tar products.

The contractor shall submit to the Employer's Agent his proposals for prevention, containment and rehabilitation measures against environmental damage of the identified water and drainage systems that occur on the site. Consideration shall be given to the placement of sedimentation ponds or barriers where the soils are of a dispersive nature or where toxic fluids are used in the construction process. The sedimentation ponds must be large enough to contain runoff so that they function properly under heavy rain conditions.

h) Earthworks and Layerworks

This section includes all construction activities that involve the mining of all materials, and their subsequent placement, stockpile, spoil, treatment or batching, for use in the permanent works, or temporary works in the case of deviations. Before any stripping prior to the commencement of construction, the contractor shall have complied with the requirements of sections C1008 (e) and C1008 (g). In addition, the contractor shall take cognisance of the requirements set out below.

i) Quarries and borrow pits

The contractor's attention is drawn to the requirement of the Department of Minerals and Energy, that before entry into any quarry or borrow pit, an EMP for the establishment, operation and closure of the quarry or borrow pit shall have been approved by the Department. It is the responsibility of the contractor to ensure that he is in possession of the approved EMP or a copy thereof, prior to entry into the quarry or borrow pit. The conditions imposed by the relevant EMP are legally binding on the contractor and may be more extensive and explicit than the requirements of this specification. In the event of any conflict occurring between the requirements of the specific EMP and these specifications the former shall apply. The cost of complying with the requirements shall be deemed to be included in existing rates in the Bill of Quantities. (Read with COTO Specification 3100 and 3200).

ii) Excavation, hauling and placement

The contractor shall provide the Employer's Agent with detailed plans of his intended construction processes prior to starting any cut or fill or layer. The plans shall detail the number of personnel and plant to be used and the measures by which the impacts of pollution (noise, dust, litter, fuel, oil, sewage), erosion, vegetation destruction and deformation of landscape will be prevented, contained and rehabilitated. Particular attention shall also be given to the impact that such activities will have on the adjacent built environment. The contractor shall demonstrate his "good housekeeping", particularly with respect to closure at the end of every day so that the site is left in a safe condition from rainfall overnight or over periods when there is no construction activity. (Read with COTO Standard Specification clauses 1217 and 3309)

iii) Spoil sites

The contractor shall be responsible for the safe siting, operation, maintenance and closure of any spoil site he uses during the contract period, including the defects notification period. This shall include existing spoil sites that are being re-entered. Before spoil sites may be used proposals for their locality, intended method of operation, maintenance and rehabilitation shall be given to the Employer's Agent for his approval. The location of these spoil sites shall have signed approval from the affected landowner before submission to the Employer's Agent. No spoil site shall be located within 500m of any watercourse. A photographic record shall be kept of all spoil sites for monitoring purposes. This includes before the site is used and after re-vegetation.

The use of approved spoil sites for the disposal of hazardous or toxic wastes shall be prohibited unless special measures are taken to prevent leaching of the toxins into the surrounding environment. Such special measures shall require the approval of the relevant provincial or national authority. The same shall apply for the disposal of solid waste generated from the various camp establishments. The Employer's Agent will assist the contractor in obtaining the necessary approval if requested by the contractor.

Spoil sites will be shaped to fit the natural topography. These sites shall receive a minimum of 75mm topsoil and be grassed with the recommended seed mixture. Slopes shall not exceed a vertical: horizontal ratio of 1:3. Only under exceptional circumstances will approval be given to exceed this ratio. Appropriate grassing measures to minimise soil erosion shall be undertaken by the contractor. This will include both strip and full sodding. The contractor may motivate to the Employer's Agent for other acceptable stabilising methods. The Employer's Agent may only approve a completed spoil site at the end of the defects notification period upon receipt from the contractor of a landowner's clearance notice and an Employer's Agent's certificate certifying slope stability (Read with COTO standard Specifications clause 1214). The contractor's costs incurred in obtaining the necessary certification for opening and closing of spoil sites shall be deemed to be included in the tendered rates for spoiling.

iv) Stockpiles

The contractor shall plan his activities so that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material shall be indicated and demarcated on the site plan submitted in writing to the Employer's Agent for his approval, together with the contractor's proposed measures for prevention, containment and rehabilitation against environmental damage.

The areas chosen shall have no naturally occurring indigenous trees and shrubs present that may be damaged during operations. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. During the life of the stockpiles the contractor shall at all times ensure that they are:

- Positioned and sloped to create the least visual impact;
- Constructed and maintained so as to avoid erosion of the material and contamination of surrounding environment; and
- Kept free from all alien/undesirable vegetation.

After the stockpiled material has been removed, the site shall be re-instated to its original condition. No foreign material generated / deposited during construction shall remain on site. Areas affected by stockpiling shall be landscaped, top soiled, grassed and maintained at the contractor's cost until clearance from the Employer's Agent and the relevant Authority is received.

Material milled from the existing road surface that is temporarily stockpiled in areas approved by the Employer's Agent within the road reserve, shall be subject to the same condition as other stockpiled materials. Excess materials from windrows, in-situ milling or any detritus of material from road construction activities may not be swept off the road and left unless specifically instructed to do so in the contract drawing or under instruction from the Employer's Agent

In all cases, the Employer's Agent shall approve the areas for stockpiling and disposal of construction rubble before any operation commences and shall approve their clause only when they have been satisfactorily rehabilitated. (Read with COTO Specification 3203 and 4306).

v) - Blasting activities

Wherever blasting activity is required on the site (including quarries and/or borrow pits) the contractor shall rigorously adhere to the relevant statutes and regulations that control the use of explosives. In addition, the contractor shall, prior to any drilling of holes in preparation for blasting, supply the Employer's Agent with a locality plan of the blast site on which shall be shown the zones of influence of the ground and air shock-waves and expected limits of fly-rock. The plan shall show each dwelling, structure and service within the zones of influence and record all details of the dwellings/structures/services including existing positions, lengths and widths of cracks, as well as the condition of doors, windows, roofing, wells, boreholes etc. The contractor, alone, shall be responsible for any costs that can be attributed to blasting activities, including the collection of fly-rock from adjacent lands and fields. The submission of such a plan shall not in any way absolve the contractor from his responsibilities in this regard. The contractor shall also indicate to the Employer's Agent the manner in which he intends to advertise to the adjacent communities and/or road users the times and delays to be expected for each individual blast.

i) Batching sites

Asphalt plants are considered scheduled processes listed in the second schedule to the Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965). Should the use of an asphalt plant be considered on site, the contractor shall be responsible to obtain the necessary permit from the Department of Environmental Affairs and Tourism, regardless of where they are sited.

Crushing plants and concrete batching plants, whether sited inside or outside of defined quarry or borrow pit areas, shall be subject to the requirements of the Department of Minerals and Energy legislation as well as the applicable industrial legislation that governs gas and dust emissions into the atmosphere. Such sites will be the subject of regular inspections by the relevant authorities during the life of the project. In addition, the selection, entry onto, operation, maintenance, closure and rehabilitation of such sites shall be the same as for those under section C1008(h)(iii), with the exception that the contractor shall provide additional measures to prevent, contain and rehabilitate against environmental damage from toxic/hazardous substances. In this regard the contractor shall provide plans that take into account such additional measures as concrete floors, bunded storage facilities, linings to drainage channels and settlement dams. Ultimate approval of these measures shall be from the relevant national authority, as shall approval of closure. The Employer's Agent will assist the contractor in his submissions to the relevant authority.

Effluent from concrete batch plants and crusher plants shall be treated in a suitable designated sedimentation dam to the legally required standards to prevent surface and groundwater pollution. The designs of such a facility should be submitted to the Employer's Agent for approval.

The contractor shall invite the relevant department to inspect the site within 2 months after any plant is commissioned and at regular intervals thereafter, not exceeding 12 months apart

j) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the Employer's Agent. The Designated Environmental Officer will assess the situation in consultation with the Employer's Agent and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the Employer's Agent. Areas cleared of hazardous waste shall be re-vegetated according to the Employer's Agent's instructions

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the Employer's Agent. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

k) Areas of Specific Importance

Any area, as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved EMP. The contractor may offer alternative solutions to the Employer's Agent in writing should he consider that construction will be affected in any way by the hindrance of the designated sensitive area or feature. However, the overriding principle is that such defined areas requiring protection shall not be changed. Every effort to identify such areas within the site will have been made prior to the project going out to tender. The discovery of other sites with archaeological or historical interest that have not been identified shall require ad hoc treatment.

i) Archaeological Sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Agent of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COTO General Condition of).

ii) Graves and middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Employer's Agent informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COTO and General Conditions of Contract).

l) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

m) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

n) Alien Vegetation

The contractor shall be held responsible for the removal of alien vegetation within the road reserve disturbed during road construction. This includes, for example, service roads, stockpile areas, stop/go facilities, windrows and wherever material generated for or from road construction has been stored temporarily or otherwise within the road reserve. This responsibility shall extend for the duration of the defects notification period.

C3.4.3.3.9 RECORD KEEPING

The Employer's Agent and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the Employer's Agent shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the Employer's Agent in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

C3.4.3.3.10 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty

The following penalties shall apply for environmental violations:

a) Unnecessary removal or damage to trees

2600mm girth or less	R5 000 per tree
Greater than 2600mm, but less than 6180mm girth.....	R10 000 per tree
Greater than 6180mm girth.....	R30 000 per tree

b) Serious violations:

- Hazardous chemical/oil spill and/or dumping in non-approved sites. : R10 000 per incident
- General damage to sensitive environments. : R5 000 per incident
- Damage to cultural and historical sites. : R5 000 per incident
- Uncontrolled/unmanaged erosion (plus, rehabilitation at contractor's cost). : R1 000 to R5 000 per incident
- Unauthorised blasting activities. : R5 000 per incident
- Pollution of water sources. : R10 000 per incident

The Employer's Agent's decision regarding what is considered a violation, its seriousness and the penalty imposed shall be final.

c) Less serious violations:

- Littering on site. : R1 000 per incident
- Lighting of illegal fires on site. : R1 000 per incident
- Persistent or un-repaired fuel and oil leaks. : R1 000 per incident
- Excess dust or excess noise emanating from site. : R1 000 per incident
- Dumping of milled material inside drains or on grassed areas: R1 000 per incident
- Possession or use of intoxicating substances on site. : R500 per incident
- Any vehicles being driven more than designated speed limits. : R500 per incident
- Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife. : R2 000 per incident
- Illegal hunting. : R2 000 per incident
- Urination and defecation anywhere except in designated areas. : R500 per incident

The Employer's Agent's decision regarding what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial

or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define how the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

C3.4.3.3.11 MEASUREMENT AND PAYMENT

The cost of complying to this specification shall be deemed to be included in the rates tendered for this project.

Item	Unit
G100.01 Penalty for unnecessary removal or damage to trees	for the following diameter sizes
(a) 2600mm girth or less	number (No)
(b) Greater than 2600mm, but less than 6180mm girth	number (No)
(c) Greater than 6180mm girth	number (No)

The unit of measurement shall be the number of trees by diameter size removed unnecessary or damaged. The penalty rates applied shall be those stated in clause C3.5.2.10.

Item	Unit
G100.02 Penalty for serious violations	
(a) Hazardous chemical/oil spill and/or dumping in non-approved sites	number (No)
(b) General damage to sensitive environments	
(c) Damage to cultural and historical sites	number (No)
(d) Pollution of water sources	number (No)
(e) Unauthorised blasting activities	number (No)
(f) Uncontrolled/unmanaged erosion per incident, depending on environment impacts, plus rehabilitation at contractor's cost	number (No)

The unit of measurement for D100.02 (a) to (f) shall be the number of serious violation incidents. The penalty rates to be applied shall be those stated in clause C3.5.2.10.

Item	Unit
G100.03 Penalty for less serious violations	
• Littering on site	number (No)
• Lighting of illegal fires on site	number (No)
• Persistent or un-repaired fuel and oil leaks	number (No)
• Excess dust or excess noise emanating from site	number (No)
• Dumping of milled material in side drains or on grassed areas	number (No)
• Possession or use of intoxicating substances on site	number (No)
• Any vehicles being driven in excess of designated speed limits	number (No)
• Removal and/or damage to flora or cultural or heritage objects on site, and/or killing of wildlife	number (No)
• Illegal hunting	number (No)
• Urination and defecation anywhere except in designated areas	number (No)

The unit of measurement shall be the number of less serious violation incidents. The penalty rates applied shall be those stated in clause C3.5.2.10.

The Employer's Agent's decision regarding what is considered a violation, its seriousness and the penalty imposed shall be final. The calculation shall include allied construction activities in the same way as the calculation of reduced payments under section 8200. The imposition of such a penalty shall not preclude the relevant provincial or national authority from applying an additional penalty in accordance with its statutory powers. Any non-compliance with the agreed procedures of the EMP is a transgression of the various statutes and laws that define how the environment is managed.

Failure to redress the cause shall be reported to the relevant authority for them to deal with the transgression, as it deems fit.

Table 1: Mechanisms that Cause Environmental Impacts during Construction Activities

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS				SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION	
1300	Camp Establishment	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1400	Housing, Offices and laboratories	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1500	Accommodation of Traffic	Waste treatment Hazardous waste Water supply Spillage Storage Noise/lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
1600	Overhaul	Spillage Storage Noise/lights Dust control Exhaust fumes Washing waste	Turning circles Parking areas	Restrict access to sensitive areas	Protection of indigenous vegetation Preserve topsoil	
1700	Clearing and grubbing	Waste treatment Hazardous waste Water supply Noise /lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Protection of indigenous vegetation Preserve topsoil	
2100 - 2400	Drainage	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3100	Borrow pits	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	
3200	Stockpiling	Waste treatment Hazardous waste Water supply	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds	

SECTION	CONTENTS	ENVIRONMENTAL IMPACTS					SENSITIVE AREAS (to be completed by compiler)
		POLLUTION TYPE	DEFORMATION OF LANDSCAPE	SOIL EROSION	ALIEN VEGETATION		
		Spillage Storage					
3300	Mass Earthworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
3400 - 3900	Pavement layers	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control	Selection of site Preserve indigenous vegetation Preserve topsoil Demarcate sensitive areas Maintenance of windrows	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
4100	Asphalt works / sealing operations	Waste treatment Hazardous waste Water supply Spillage Storage Noise / lights Dust control Smoke control Storage of materials	Selection of site Preserve indigenous vegetation Preserve topsoil Turning circles Parking areas	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil		
5000	Ancilliary roadworks	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
6000	Structures	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		
7000	Concrete pavements etc	Waste treatment Hazardous waste Water supply Spillage Storage	Selection of site Preserve indigenous vegetation Preserve topsoil	Selection of site Preserve indigenous vegetation Preserve topsoil	Preserve indigenous vegetation Preserve topsoil Management of weeds		

C3.4.3.4

PROVISION OF STRUCTURED TRAINING

CONTENTS

- C3.4.3.4.1 SCOPE
- C3.4.3.4.2 GENERIC TRAINING
- C3.4.3.4.3 ENTREPRENEURIAL SKILLS TRAINING
- C3.4.3.4.4 MEASUREMENT AND PAYMENT

C3.4.3.4.1 SCOPE

This specification covers the requirements for the provision of structured training to be arranged by the contractor over the period of this contract.

C3.4.3.4.2 GENERIC TRAINING

C3.4.3.4.2.1 The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

C3.4.3.4.2.2 Training shall be at or by an approved accredited organisation and shall be delivered by suitably qualified and experienced trainers.

C3.4.3.4.2.3 The contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material.
- (c) Transport of the students (as necessary).

C3.4.3.4.2.4 Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The Training Schedule should form part of the section 12 programme to be approved by the Employer's Agent at the start of the project.

C3.4.3.4.2.5 The contractor's training programme shall be subject to the approval of the Department and the contractor shall if so instructed by the Department alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.4.2.6 The contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form is illustrated in Part C5 of this document (form RDP 11 (E))

C3.4.3.4.3 ENTREPRENEURIAL SKILLS TRAINING

C3.4.3.4.3.1 Small contractors, subcontractors and the Project Steering Committee (PSC) will be entitled to receive a structured training programme, which will comprise both management skills as well as business development skills.

C3.4.3.4.3.2 The contractor shall closely monitor the performance of all small subcontractors in the execution of their contracts and shall identify all such subcontractors who, in his opinion, display the potential to benefit from structured training as may be provided for in the contract and where required by the Employer's Agent, shall make recommendations in this regard. The final list of candidates will be decided between the contractor and the Employer's Agent.

C3.4.3.4.3.3 The training will be delivered by trainers who are accredited by the Civil Employer's Agenting Training Scheme (CEITS) or other institutions recognised by the Department of Labour. Accredited training refers to both the trainers as well as to the training material.

C3.4.3.4.3.4 The contractor shall facilitate in the delivery thereof, by instructing and motivating the subcontractor regarding attendance and participation therein.

C3.4.3.4.3.5 The contractor shall further make all reasonable efforts to co-ordinate the programming of the subcontractor's work with that of the delivery of the structured training.

C3.4.3.4.3.7 The contractor shall be responsible for the provision of everything necessary for the delivery of the entrepreneurial training programme, including the following:

- (a) A suitably furnished venue (if required) with lighting and power.
- (b) All necessary consumables, stationery and study material.

(c) Transport of the subcontractors (as necessary).

C3.4.3.4.3.7 All entrepreneurial training shall take place within normal working hours.

C3.4.3.4.3.8 The contractor's training programme shall be subject to the approval of the Department and the contractor shall if so instructed by the Department alter or amend the programme and course content if a need is identified once the contract commences.

C3.4.3.4.3.10 The contractor shall keep comprehensive records of the training given to each subcontractor and whenever required shall provide copies of such records to the Employer's Agent. At the successful completion of each course each subcontractor shall be issued with a certificate indicating the course contents as proof of attendance and completion.

In addition to the above, a monthly return shall be submitted by the contractor. An example of the form to be used is illustrated in Part C5 of this document, (form RDP 12 (E)).

C3.4.3.4.4

MEASUREMENT AND PAYMENT

ITEM

UNIT

C100.01 Contractor's general obligations in respect of Training using CETA Accredited Trainers

(a) Generic skills	Provisional sum
(b) Entrepreneurial skills	Provisional sum
(c) Engineering skills	Provisional sum
(d) Handling cost, profit and all other charges in respect of sub-item C100.01 (a)-(c) above	Percentage (%)
(e) Training venue	Lump sum
(f) Training allowance to be paid to targeted labour in terms of formal training days	Provisional sum
(g) Contractor's handling costs, profit and all other charges in respect of subitem C100.01 (f) above	Percentage (%)

The Provisional sum are provided to cover the actual costs (including wages) for attendance of accredited training courses as agreed with the Employer's Agent and payment shall be in accordance with the general conditions of contract. The tendered percentage in sub-item C100.01 (d) & (g) is a percentage of the amount actually spent under sub-items C100.01 (a-c) and (f) which shall include full compensation for the contractor's handling cost, profit, mentoring, record keeping, reporting and all other costs in connection therewith.

The lump sum tendered for C100.01 (e) shall include full compensation for the provision of the training venue, for all necessary lighting, power, furniture, stationery, consumables and study material and for transportation of the students to and from the training venue.

Payment of the lump sum will be made after the provision of all the accredit training, issuing of all certificates and submission of all records and a training report compiled by the trainer

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT MEETINGS

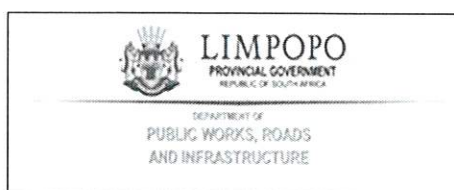
The following meetings will be required as minimum for the management of the contract.

- (a) Monthly client site meeting (using standard agenda for management control).
- (b) Technical meetings as required for each phase of the work.
- (c) Monthly safety meetings in terms of the OHS requirements.
- (d) Weekly progress meetings

C3.5.2 QUALITY CONTROL

Contractor to supply details of quality plan and procedures. These shall include:

- Accommodation of traffic.
- Inspection and test plans.
- Approval process.
- Hold-points.
- Milestones.



PUBLIC WORKS, ROADS AND INFRASTRUCTURE

Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

September 2016

Issued by:

PUBLIC WORKS, ROADS AND INFRASTRUCTURE

Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

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Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

1 Scope

This specification establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured work learning component of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework,
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; or
- d) registration in a professional category by a recognized professional body or statutory council.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, supply or engineering and construction works contracts or an order associated with such a contract.

This specification sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE This specification can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

a) 2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

allowance

amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks

artisan

a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

black people

a generic term which means Africans, Coloureds and Indians and who are citizens of the Republic of South Africa:

- a) by birth or descent; or
- b) by naturalisation before 27 April 1994 or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

candidate

a person who is registered in a category of registration which ultimately leads to registration in a professional category by a statutory council in terms of their founding legislation

class of construction works

the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

contract amount

financial value of the contract at the time of the award of the contract or the issuing of an order, excluding all allowances and expenses and value added tax

contract skills development goal (CSDG)

the number of hours of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:

- a) completion in the case of a professional service contract;
- b) the end of the service period in the case of a service contract;
- c) completion (state of readiness for occupation of the whole works although some minor work may be outstanding) in the case of an engineering and construction works contract; and
- d) the delivery date for all the work required in terms of the supply contract

contractor

person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

employer

person or organization intending to or entering into the contract with the contractor for the provision of goods, services, or engineering and construction works

employer's representative

person authorized to represent the employer in terms of the contract

engineering and construction works contract

contract for the provision of a combination of goods and services arranged for the development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

expenses

costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer

framework agreement

an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged

mentor

a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

occupational qualification

occupational qualification registered on the National Qualifications Framework Act (Act No 67 of 2008)

order

an instruction to provide goods, services or any combination thereof under a framework agreement

part qualification

an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

professional category

a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this specification

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)

professional service contract

contract for the provision of services with the skill and care normally delivered by professionals

Sector Education and Training Authority (SETA)

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

service contract

contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

site

means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

skills development agency

an agency which performs some or all of the functions set out in section 4.1.4.

statutory council

a council as established under the

- a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
- b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);
- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984); or
- g) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003);

structured mentorship

mentorship provided by a person who is registered in a suitable category of professional registration by a statutory council or professional body which leads and directs a candidate towards professional registration

structured work experience learning component

component of learning in an occupational qualification or for professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council.

supervisor

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

supply contract

contract for the provision of goods and associated services including design

work integrated learning

the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University.

b) 3 Requirements**e) 3.1 Contract skills development goal (CSDG)**

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be not less than:

- a) the contract amount in millions of Rand multiplied by:
 - 1) the relevant number of hours per million Rand expenditure contained in Table 2 in the case of engineering and construction works contracts for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000; or
 - 2) 300 in the case of a service contract; or
 - 3) 100 in the case of a professional service contract or a supply contract; or
- b) the hours tendered in the preference schedule or the quantum agreed in the scope of work of the contract or order.

Example: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7 million. The contract skills development goal is $65,7 \times 250 = 16\,425$ hours.

Table 2: Number of hours per million Rand expenditure in an engineering and construction work contract

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Number of hours per million Rand expenditure
Designation	Description	
CE	Civil engineering	125
CE or GB	Civil Engineering or general building	190
EE	Electrical engineering works (buildings)	125
EP	Electrical engineering works (Infrastructure)	125
GB	General building	250
ME	Mechanical engineering works	125
SB	Specialist	125

3.1.5 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from a list of persons in the employ of the state contained in the scope of work of the contract or order under the terms and conditions embodied therein.

NOTE: The contract skills development goal can be achieved through the direct employment of persons who are developing skills that result in nationally accredited outcomes, through the engagement of subcontractors who employ such persons or, where specifically required, the provision of work place opportunities to employees of the state.

f)

g) 3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured work experience learning component opportunities for learners towards the attainment of a part qualification or a full occupational qualification;

Method 2: structured work experience learning component opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured work experience opportunities for candidates towards registration in a professional category by a recognized professional body or statutory council.

3.2.2 No single method, except in the case of professional service contracts, shall contribute more than 75 percent of the contract skills development goal, Method 1 shall not contribute to more than 25 percent of the contract skills development goal in engineering and construction works or service contract and related orders.

3.2.3 Not more than one method may be applied to any individual in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

h) 3.3 Contract skills development goal credits

3.3.1 Credits towards the contract skills development goal shall be granted by summing the hours of opportunities provided in accordance with this specification.

3.3.2 No more than 8 hours may be claimed for any 24 hour period for any individual.

3.3.3 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this specification.

i) 3.4 Denial of credits

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate;
 - 3) the required training plan for learners;
 - 4) the training reports covering a period; or
 - 5) the required records, specified documents and signatures;

- c) the structured mentorship be found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
- d) the structured work experience learning component be found not to be in accordance with the curriculum requirements of the part qualification or qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates or allowances for learners not be in accordance with legislative provisions;
- f) the contractor does not maintain the required training records or an audit reveals that there is insufficient information to substantiate claims for credits; and
- g) a learner, learner artisan or candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.

c) 4 Compliance with requirements

j) 4.1 General

4.1.1 The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance base line training plan (see Annex A) taking into account the skills mix and type of workers that are to be engaged;
- b) interim contract compliance training reports (see Annex A) at intervals which do not exceed 3 months;
- c) a final contract compliance training report (see Annex A) within 15 days of reaching completion, final delivery or the end of the service as relevant; and
- d) a report which provides a breakdown of the number of hours reported in each interim and in the final contract compliance report into black people and women and people with disabilities.

NOTE: The Code of Good Practice on Key Aspects of Disability in the Workplace issued in terms of Employment Equity Act No 55, OF 1998 provides guidance on establishing who are people with disabilities.

4.1.2 The contractor shall keep records of the name and identity number, hours worked, payments made to, registration particulars towards a part qualification or occupational qualification and particulars of opportunities offered to persons who are provided with work experience learning component opportunities which contribute to the contract skills development goal and any other training records required by or which demonstrate compliance with this specification. The contractor shall allow the employer's representative to inspect or audit such training records at any time within working hours.

4.1.3 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.4 Where learners are sourced through a Skills Development Agency (SDA), the contractor shall enter into a contract agreement with one or more SDAs of their choice that is participating in the implementation of this specification to, as relevant:

- a) facilitate placement of learners for training opportunities;
- b) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- c) register learners with the appropriate sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- d) manage all the employment functions of learners such as payment of stipends, contributions to the Unemployment Insurance Fund, Workman's Compensation, provision of personal protective clothing, trade specific tools, etc.;
- e) liaise with the training co-ordinators to monitor onsite training progress of learners;
- f) liaise with the training co-ordinators to arrange for summative assessments at appropriate stages of the training; and

g) liaise with the training co-ordinators to prepare reports for the employer or employer's representative.

k) 4.2 Structured workplace learning opportunities for learners

4.2.1 Structured work experience learning component opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor shall be appointed to allocate learning tasks, under the guidance of a qualified person, to learners in line with their training plans

4.2.3 Mentoring associated with structured work experience learning component for artisan learners shall be undertaken by an artisan qualified in the applicable trade with a minimum of 3 years of trade related experience. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured work experience learning component for learners leading to a part or an occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of experience.

4.2.5 The contractor or service provider shall submit to the employer's representative, in respect of each learner:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:
 - 1) proof of registration as a learner with the relevant SETA; and
 - 2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan; and
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

4.2.6 Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue on the path towards qualification and, where relevant registration, where the work related to the contract ends for whatever reason prior to the learner gaining sufficient experience for final assessment.

l) 4.3 Structured mentorship opportunities for candidates

m)

4.3.1 Mentoring associated with structured work experience for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- n)
- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate, if such candidate does not have a mentor, who shall enter into a mentoring agreement with the candidate or the company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports;

4.3.3 The mentor shall provide and update from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by the relevant statutory

council. The mentor shall require candidates to maintain a logbook issued by the relevant statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant statutory council. This may require rotations and secondments.

4.3.4 The contractor or service provider shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
 - 1) a workplace training plan together with name of the candidate's mentor and supervisor
 - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 3) a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council;
- b) within two weeks of updating a workplace training plan, the revised workplace training plan.
- c) a quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant statutory council whenever a substantial activity or training period has been completed.

4.3.6 The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

d) 5 Records

5.1 The contractor shall submit all the documentation required in terms of clause 4 in a timely manner.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

e) 6 Sanctions

In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.

f) Annex A: Skills compliance plans
g)
(Normative)

Skills compliance base line plan		
Name of contractor:		
Contact person:	Telephone:	
Address:	Cell phone:	
	Email:	
Contract / order number:	Start date for contract / order:	
Contract title:		
Contract skills development goal (CSDG) (tick appropriate box)		
☐ Tendered / contracted CSDG = hours		
☐ Minimum CSDG calculated in accordance with standard		
Minimum CSDG calculated in accordance with the standard (complete only if applicable)		
Contract type (tick appropriate box):	Contract amount	
☐ professional service	excl VAT	R
☐ service	Less expenses (if any)	R
☐ engineering and construction works	Less allowances	R
CIDB Class of construction works, if applicable	Contract amount	R
..		
Contract amount expressed in millions of Rand R m ①		
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ②		
Minimum contract skills development goal which the contractor is required to achieve (Gmin)		
= ① x ② = x = hours		
I intend achieving the CSDG as follows:		
☐ Method 1: structured work experience learning component opportunities towards a part or a full occupational qualification	 hours	
☐ Method 2: structured work experience learning opportunities for apprentices or other artisan learners	 hours	
☐ Method 3: work integrated learning opportunities for University of Technology or Comprehensive University national diploma students	 hours	
☐ Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration	 hours	
		 hours
Total		

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Skills compliance report (tick appropriate box)		Date:		☐ Interim report		☐ Final report		
Name of contractor:								
Contact person:				Telephone				
Address:				Cell phone				
				email				
Contract / order number:				Start date for contract / order:				
Contract title:								
Contract skills development goal (CSDG) hours								
Method 1: structured workplace experience learning component opportunities towards a part or a full occupational qualification								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours
						Start	End	
Method 2: structured work experience learning component opportunities for apprentices or other artisan learners								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	
Method 3: work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students								
Employed by contractor								

Name	Identify or passport number	Cell or telephone number	Diplo ma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	
Employed by sub-contractor								
Name	Identify or passport number	Cell or telephone number	Diplo ma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration								
Employed by contractor								
Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours	
			Title	Registration number	Start	End		
Employed by subcontractor								
Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours	
			Title	Registration number	Start	End		
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct. Signed _____ Date _____ Name _____ Position _____								

h) **Annex B: Incorporating this specification in a procurement document**

o) **B1 General**

B1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training's *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts (September 2012)*

Note: The term contractor may need to be changed to "consultant" or "professional service provider" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

B1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

p) **B2 Financial incentives**

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contractors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer's objectives.

Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.

Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

Additional conditions of contract need to be framed and included in the contract data where use is made of other forms of contract.

Note: Financial incentives are usually used where tenderers are not invited to tender contract skills development goals, but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

q) **B3 Sanctions**

Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

Appropriate action should be taken by employers against tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the imposition of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.

PART C4: SITE INFORMATION

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C4.1 SITE INFORMATION

C4.1.1 General

The Roads to be maintained comprises of all gravel and surfaced roads within the Local Municipality as prioritised and agreed upon with the Maintenance Manager of the Department.

C4.1.2 Climate and Weather

The average monthly maximum air temperatures are respectively 29.4°C in January and 29.3°C in February. The average monthly minimum air temperature is 9°C in June and 8.9°C July.

Construction of certain works, such as seals, asphalt overlays and concrete is constrained with regards to air and road temperatures. It is evident that during the period June to August seal work will be constrained with the minimum temperature falling below 5°C on a number of days. Over the period April to September a number of days experience temperatures below 10°C. These low temperature conditions should be taken into consideration during the programming of the seal and concrete works.

The average annual rainfall for the area is 754 mm. The rainy season starts in October and lasts until March with the average maximum rainfall reached in the period November to March. Winters are dry and cold with an average rainfall for the months April to September contributing approximately 14.4 percent to the average annual rainfall. The driest months are May to August. It should be noted that this particular area's rainfall climate is prone to significant storms and thundershowers. Thus the average rainfall of 754 mm should not be viewed as insignificant due to the intensity of the rainfall experienced. Maximum 24-hour rainfall figures of in excess of 252 mm have occurred and should be considered when programming the project.

C4.1.3 Bituminous material

a) Asphalt

Asphalt material can be obtained from commercial sources in Polokwane

b) Binders

Bitumen emulsion, modified and unmodified binders can be obtained from commercial sources in the Polokwane and Gauteng area.

C4.1.4 Water

Water for construction purposes must be obtained by the Contractor.
All water used on site will be tested by the contractor for the following:

- a) Compatibility with bitumen emulsions prior to the on-site dilution of any bitumen emulsions
- b) Compatibility with cement for stabilization purposes

C4.2 LOCALITY PLAN

See the following colour page for the Locality Plan.