



**DEPARTMENT OF HEALTH
NORTH WEST PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA**

CONTRACT NO: NWDOH/PS/71/19

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

PART A: BUILDING WORKS (this document)

NAME OF TENDERER:

TENDER SUM:

ISSUED BY:

**THE HEAD OF DEPARTMENT
DEPARTMENT OF HEALTH
PRIVATE BAG X2068
MMABATHO
2735**

Tel: (018) 391 4000

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NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

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NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

T1.1 Tender Notice and Invitation to Tender

The Department of Health, North West Provincial Government, invites tenders for the refurbishment of Boitekong CHC mental health unit, Rustenburg.

Tenderers should have a CIDB contractor grading designation of **Grade 3 (Less than or equal to R3 000 000.00)**

Tenderers must be registered with the CIDB in a **(GB) General Building** class of construction works.

Preferences are offered to tenderers who have HDI/Disability/Youth Equity ownership.

Preferences are offered to tenderers who tender contract participation goals in terms of SANS 1914-... in respect of **NOT APPLICABLE**

Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.... **NOT APPLICABLE**

The physical address for **collection** of tender documents is the offices of the Supply Chain Management in:

Department of Health North West
New Office Park
Cnr Sekame & First Street
Mahikeng
2745

Contact: Albert Bogoshi 018 391 4117

Documents may be collected during working hours between 08:00 hrs and 16:00 hrs **from (as per the advert)**

A non-refundable tender deposit of **R500.00** payable in cash or by bank guaranteed cheque made out in favor of the Department of Finance, North West Provincial Department, payable at the office where tender documents are collected between 08:00 and 16:00 hrs, is required on collection of the tender documents.

Queries relating to the issues of these documents may be addressed to **Mr. Albert Bogoshi**, Tel No **018 391 4117**, Fax No **018 387 6755**, e- mail abogoshi@nwpq.go.za

There will be no site briefing.

The closing time for receipt of tenders is **11H00** on **(as per the advert)**

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

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

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

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

The additional conditions of tender are:

Clause number	Tender Data for PROJECT NUMBER: NWDOH/PS/71/19
F.1.1	The employer is the Department of Health, North West Provincial Government
F.1.2	The tender documents issued by the employer comprises: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.4	The employer's agent is: Name: Departmental Project Leader Address: Private Bag X2068, Mmabatho, 2735 Tel: 018 391 4117 E-mail: abogoshi@nwpg.gov.za
F.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a Grade 3 (Less than or equal to R3 000 000.00) General Building (GB) class of construction work. Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the Grade 3 (Less than or equal to

- R3 000 000.00) General Building (GB)** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **(GB) General Building** class of construction work.

F.2.7 There will **not** be a site briefing.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender
F2.15.1 offer package are:

Location of tender box: Physical address:-

Department of Health North West
New Office Park
Cnr Sekame & First Street
Mahikeng
2745

Contact: 018 391 4117

Identification details:

Project nr: NWDOH/PS/71/19

Title: Refurbishment of Boitekong CHC Mental Health Unit, Rustenburg.

Closing date: As per the advert

Closing time: 11H00

Postal address: Private Bag X2068, Mmabatho, 2135

F.2.13 A two-envelope procedure will not be followed.

F.2.14 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 The tender offer validity period is 90 days.

F.2.18 The tenderer is to submit the priced bill of quantities / activity schedules within 14 days of the date of the letter of acceptance of the offer from the Client.

F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of an **original valid** Tax Clearance Certificate issued by the South African Revenue Services.
Where a tenderer tenders through joint venture formation, such tenderers should include a notarized joint venture agreement duly signed by each partner.

F.3.4 Tenders will be opened immediately after the closing time.

F3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- b) 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; and
- e) has completed the Compulsory Supplier Questionnaire - Contractors 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.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

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

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of

F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying

requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked —financial proposal and place the remaining returnable documents in an envelope marked —technical proposal. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened

and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality

stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{\min} = Comparative price of lowest acceptable tender or offer.

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

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

B-BBEE status level of contributor Number of points

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

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

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

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

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

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

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

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

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

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

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

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

F.3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

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

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

$$N_Q = W_2 \times S_Q / M_S$$

where: S_Q is the score for quality allocated to the submission under consideration;

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

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

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

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

- 1. Returnable Schedules required only for tender evaluation purposes (certified copies or originals of the following documents):**
 - Record of Addenda to Tender Documents
 - Compulsory Enterprise Questionnaire
 - Certificate of Authority for Signature
 - Schedule of Plant and Equipment
 - Schedule of Tenderer's Trade References
 - Schedule of Tenderer's Experience
 - Schedule of Subcontractors
 - Key Personnel
 - Preliminary Programme
 - Proposed Amendments and Qualifications
 - Tenderer's Financial Standing
 - Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing
 - Proof of disability if preference claimed for disability equity ownership
 - Contractor's Health and Safety Declaration
- 2. Other documents required only for tender evaluation purposes**
 - None
- 3. Returnable Schedules that will be incorporated into the contract**
 - Preferencing Schedule (direct preferences) for the 90:10
- 4. Other documents that will be incorporated into the contract**
 - None
- 5. The offer portion of the C1.1 Offer and Acceptance**
- 6. C1.2 Contract Data (Part 2)**

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Identity
number

Tenderer

CERTIFICATE OF ATTENDANCE AT COMPULSORY SITE INSPECTION

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*).....
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity: Identity number:

Name: Signature:

Capacity: Identity number:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: .. Signature:

Capacity: Date and Time:

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: Particulars of sole proprietors and partners in partnerships			
Name*	Identity number*	Personal income tax number*	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
Section 5: Particulars of companies and close corporations			
Company registration number			
Close corporation number			
Tax reference number			
Section 6: Record of service of the state			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity </div> <div style="width: 50%;"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature </div> </div>			
If any of the above boxes are marked, disclose the following:			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Identity
number

Enterprise
name

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Msacting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. **Date:**

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....		
..... ID No.....		
..... ID No.....		
..... ID No.....		

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms
acting in the capacity of, to sign all documents
in connection with the tender for Contract No and any contract resulting from
it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize
Mr/Ms, authorized signatory of the company, acting in the capacity
of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract
resulting from it, on our behalf. We accept that, as parties to the Joint Venture, we are jointly and
severally responsible to the client.

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

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

SCHEDULE OF PLANT AND EQUIPMENT

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

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

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

Attach additional pages if more space is required

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

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

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves (at least 3 (three) TRACEABLE references required):

[illegible]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

PROPOSED SUBCONTRACTORS (MANDATORY) (See clauses A2 to A4 in the Contract data)

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:.....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the tender.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)
(CVs are required only for site agent and contract or project manager)

CV FOR CONTRACT OR PROJECT MANAGER

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Years with firm:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

CV FOR SITE AGENT

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

PROGRAMME (EXAMPLE ONLY)

ACTIVITY	MONTHS									
	1	2	3	4	5	6	7	8	9	10

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

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

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

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

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

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

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

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

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

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder :

Name of Bank : Branch :

(i) Account number :

Type of account :

Telephone number : Facsimile number :

Name of contact person (at bank :

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

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

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

COPY OF COIDA REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, eg letter of good standing. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with COIDA.

CONTRACTOR'S PROOF OF DISABILITY

Attached hereto is my / our proof of disability to support preference claimed for disability equity ownership. My failure to submit the proof with my / our tender document will lead to the conclusion that I am / we do not qualify for the preference points claimed for disability equity ownership.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

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

SIGNATURE: IDENTITY NUMBER:

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

Tender

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T2.2

Part T2: Returnable documents

Returnable Schedules

Reference no NWDOH/PS/71/19

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

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

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

SIGNED BY:

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

IDENTITY NUMBER:.....

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

Tick sheet of returnable schedules:

	Tick
Record of Addenda to Tender Documents	
Certificate of Attendance of Site Inspection	
Compulsory Enterprise Questionnaire	
Certificate of Authority for Signature	
Schedule of Plant and Equipment	
Schedule of Tenderer's Trade References	
Schedule of Tenderer's Experience	
Schedule of Subcontractors	
Key Personnel	
Preliminary Programme	
Proposed Amendments and Qualifications	
Joint Venture Agreement	
Certified copy of contractor Registration for Incorporation or of Company Registration Document	
Tenderer's Financial Standing	
An original valid Tax Clearance Certificate issued by the South African Revenue Services	
Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing	
Original CIDB Certificate	
Proof of residence in North West, eg registration for regional levies, rates and taxes, electricity or water account, etc, if a preference is claimed for being registered in the North West Province	
Proof of disability if preference claimed for disability equity ownership	
Contractor's Health and Safety Declaration	
Declaration of Interest	

PREFERENCING SCHEDULE (DIRECT PREFERENCE)

1 Definitions

The following definitions shall apply to this schedule:

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

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI / youth equity ownership by an HDI / Youth will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person);
- ; and.
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI / Youth members, be entitled to equity ownership.

Historically disadvantaged individual (HDI): A South African citizen

- a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or
- b) who is a female; or
- c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

Managed: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing the operations of the business.

Owner: A person who has all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

Youth: A South African citizen who is between the ages of 18 and 35 at the time that tenders close.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 25% of the contract price, unless such contracting is undertaken in terms of a preference claimed;
- 2) maintain a HDI / Youth or youth equity ownership of not less than that upon which the preference is based for the duration of the Contract;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete sections 4 to 7 below as relevant;
- 5) enter into written subcontract agreements in accordance with the provisions of the Construction Industry Development Board's Best Practice Guideline D1: Subcontracting Arrangements; and
- 6) complete the Declaration with regard to Equity Ownership contained in section 5 below.
- 7) provide proof of registration for regional levies if a preference is claimed for being registered in the Mpumalanga Province.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of HDI / Youth enterprise status or structure of the tendering entity

Number of preference points = $\text{NOP} \times \text{EP} / 100$

NOP = maximum tender evaluation points provided for HDI / Youth equity ownership

EP = the percentage of equity ownership by an HDI / Youth within the business enterprise or, in the case of a joint venture, the percentage of the contract value managed or executed by their HDI / Youth members.

4.1 For projects above R500 000.00 90/10 the points are allocated as follows:

- 90 points – Price
- 10 points – Direct Preference
 - 3 points – HDI equity ownership
 - 2 points – Woman equity ownership
 - 2 points – Youth equity ownership
 - 1 point – Disability equity ownership
 - 2 points – Locality (Company having offices in North West Province)

5 Tender preferences claimed

I/we apply on behalf of my/our firm for the following preference:

Category of preference	Percentage of maximum tender evaluation points provided for in the Preferential Procurement Policy Framework Act (Act 5 of 2000)	Preference claimed for Category of Preference (Y=yes)
Having HDI equity ownership as set out in 4 above	3	
Having Youth equity ownership as set out in 4 above	2	
Having Women equity ownership as set out in 4 above	2	
Having Disability equity ownership as set out in 4 above	1	
Having an office in North West Province	2	

6 Declaration with regard to equity ownership

6.1 How long has the Company been in existence?

6.2 Describe principal business activities:

.....

.....

6.3 List all shareholders by name, identity number, citizenship, status, ownership, as relevant

Name	Status				ID number	Date RSA Citizenship obtained	Percentage owned
	Woman	Black person	Youth	Disability			

6.4 In the case of a person with a disability:

Name	Describe what the permanent impairment is.	Outline how the permanent impairment impacts on ability to perform an activity in the manner or within the ranges considered normal for a human being?

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm or sole proprietor confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Identity number :

Duly authorised to sign on behalf of :

Telephone :

Fax :

Date :

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **NWDOH/PS/71/19 – Refurbishment of Boitekong CHC Mental Health Unit, Rustenburg**

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

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

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

..... Rand (in words);

R (in figures)

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

Signature Date
Name Identity number
Capacity

for the tenderer

(Name and
address of
organization)

.....
Name and
signature
of witness

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender

Acceptance

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

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature	Date
Name	Identity number
Capacity	
for the Employer	
	Department of Health North West, New Office Park Cnr Sekame & First Street Mafikeng, 2745
Name and signature of witness	
	Date
.....	

Schedule of Deviations

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

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

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

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

C1.2 Contract Data - NWDOH/PS/71/19

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:

AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.

BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.

CONSTRUCTION PERIOD means the period commencing on the date of site hand over and ending on the date of practical completion.

CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.

CONTRACT DRAWINGS means the drawings listed in the Scope of Work.

CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.

SCHEDULE means the variables listed in the Contract Data.

CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

INTEREST means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

SECURITY means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.

The additions to the JBCC Principal Agreement are:

Clause	Additions
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A1	<p>A1.0 Labour intensive component of the works</p> <p>A1.1 Payment of labour-intensive component of the works.</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p>A1.2 Applicable labour laws</p> <p>The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>1 Introduction</p> <p>1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>1.2 In this document –</p> <ul style="list-style-type: none"> (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked. <p>2 Terms of Work</p> <p>2.1 Workers on a SPWP are employed on a temporary basis.</p> <p>2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.</p> <p>2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.</p> <p>3 Normal Hours of Work</p> <p>3.1 An employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day. <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>
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	<p>4 Meal Breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5 Special Conditions for Security Guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6 Daily Rest Period</p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p>7 Weekly Rest Period</p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p> <p>8 Work on Sundays and Public Holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily task rate, if the worker works for less than four hours; (b) double the worker's daily task rate, if the worker works for more than four hours. <p>8.4 A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday <p>9 Sick Leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p>
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	<p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. <p>9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</p> <p>9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</p> <p>10 Maternity Leave</p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</p> <p>10.5 A worker may begin maternity leave –</p> <ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or (ii) if agreed to between employer and worker; or (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health. <p>10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</p> <p>10.7 A worker, who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</p> <p>11 Family responsibility leave</p> <p>11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. <p>12 Statement of Conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP;
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	<ul style="list-style-type: none"> (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> <p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following –</p> <ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p>14 Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. <p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. <p>14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.</p> <p>14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.</p> <p>15 Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p>
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	<p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p> <p>15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. <p>16 Health and Safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. <p>17 Compensation for Injuries and Diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p> <p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>A worker who does not attend required training events, without good reason, will have</p>
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	<p>terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p> <p>19 Certificate of Service</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	<p>A2.0 Expanded Public Works Programme</p> <p>A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.</p>
A3	<p>A3.0 Mandatory Training</p> <p>A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.</p>

Part 1: Contract Data Completed by the Employer

Clause Item and data

- 1.1 The Employer is the Department of Health, North West Provincial Government
- The address of the Employer is:
- Telephone: 018 391-4000
- Address: New Office Park, Cnr Sekame & First Street, Mafikeng, 2745
- Postal: Private Bag X2068, Mmabatho, 2735
- 1.7 The **Works** comprise **Refurbishment of Boitekong CHC Mental Health Unit** Rustenburg (Refer to document C3 – Scope of Works)
- 1.8 The **Site** comprise the site is an existing mental health unit at Boitekong CHC, Rustenburg (Refer to document C4 – Site Information)
- 1.9 The **Works** or installations to be undertaken by **direct contractors** comprises
NONE
- 1.10 The Employer is an organ of **State**
- 1.11 The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply
- 1.12 Lateral support insurance is to be effected by the **contractor**
- 1.13 Payment will be made for materials and goods
Extended **defects** liability period will apply to the following elements
NOT APPLICABLE
- 1.14 Possession of the **site** is to be given within ten (10) working days of the contractor complying with the terms of 15.1
- 1.15 **The period for the commencement of the works after the contractor takes possession of the site is ten (10) working days**

Part 2: Contract Data completed by the Contractor

Clause	Item and data
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1.2	<p>The name of the Contractor is.</p> <p>The address of the contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p>
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NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means
Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The Department of Health, North West Provincial Government**

Contractor means

Works means **NWDOH/PS/71/19 – Refurbishment works**

Site means **Mental health unit at Boitekong CHC, Rustenburg**

Agreement means **JBCC Principal Building Agreement (Edition 6.2 of May 2018)**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words (Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words (Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement 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.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 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) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay 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 Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, 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 the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this 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.

- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, 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
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this 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 Guarantor's Signatory 2

Identity number Identity number

Witness 1 Witness 2

Guarantor's seal or stamp

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company / organisation)

of

..... (address) and

..... (name of company / organisation)

of

..... (address)

(the Parties) and

..... (name)

of

..... (address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated

and known as.

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name: _____	Name: _____	Name: _____
Id: _____	Id: _____	Id: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of _____	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of _____	the Adjudicator in the presence of _____
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are

	kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
14	The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities: <ul style="list-style-type: none"> a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
17	Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown: <ul style="list-style-type: none"> a) 10 percent is Fixed; b) 15 percent if Value Related c) 75 percent is Time Related.

18	The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
19	All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
20	Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
21	The tenderer is to acquaint him as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

**REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA
DISTRICT**

C2.2 Bills of Quantities

Item No		Unit	Quantity	Rate	Amount
	<p><u>PRELIMINARIESNOTES</u></p> <p>i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Second Edition) prepared by the Joint Building Contracts Committee,</p> <p>ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, January 2001 edition and shall be deemed to be</p> <p>iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may</p> <p>iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause</p> <p>v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p> <p>vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount</p> <p>-----</p>				
	Carried to Collection				

Item No		Unit	Quantity	Rate	Amount
	SECTION A: PRINCIPAL BUILDING AGREEMENT <u>Definitions (A1)</u> 1 Definitions and interpretation (clause 1)F:..... V:..... T:.....	Item			
	Carried to collection				

[illegible]

Item No		Unit	Quantity	Rate	Amount
	<p><u>BILL NO. 2</u></p> <p><u>ALTERATIONS</u></p> <p><u>STANDARD PREAMBLES</u></p> <p><u>Old materials to become property of the Contractor</u></p> <p>Old materials from alterations except where described to be re-used or handed over, become the property of the Contractor who must allow credit for same in the Final Summary.</p> <p><u>Old material to be carted away</u></p> <p>Old material from the alterations except where described to be re-used or handed over, as well as all rubbish, etc must be regularly carted away from the site and not be allowed to accumulate on or around the site</p> <p><u>Old materials not to be used</u></p> <p>None of the old materials are to be used for new work except where specially described as being set aside for re-use</p> <p><u>Handing over of old materials</u></p> <p>Where certain materials or articles from demolitions or articles are described as to be handed over by the Contractor to the Regional Representative or Representative/Agent, such materials or articles shall be properly stored by the contractor, until handing over thereof. The contractor must obtain as official receipt listing the materials or articles and dates of handing over. If the contractor fails to submit the receipt when requested, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Department for the full replacement value thereof, which amount will be deducted from any monies due to the contractor.</p>				
	Carried to Collection				

Item No		Unit	Quantity	Rate	Amount
	<u>REMOVAL OF EXISTING WORK</u> <u>All removed materials to be removed with caution and handed over to the client for re-use (elsewhere)</u> <u>Taking out and removing trellidoors, piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall</u>				
1	Trellidoors; size 1200mm x 1200mm high (W06B)	No	20		
2	Trellidoors; 3300mm x 2400mm high (SP03B)	No	2		
3	Piano door hinges	No	36		
	<u>MAKING GOOD TO EXISTING WORK</u>				
	<u>PREPARATORY WORK TO EXISTING SURFACES</u>				
	<u>Making good and preparing existing floors, walls and roofs, joinery fittings, plumbing work and fittings and roofs</u>				
4	Replace any damaged tiles while removing shower waste with 600mm x 600mm Non-slip to match existing in the showers	m2	25		
5	General inspection and detect any loose ceiling panels and replace any missing panels with new	m2	50		
6	General inspection and detect any loose or broken glass from aluminium windows and doors replace with new glass	m2	30		
7	General inspection and detect any loose and or sagging joinery units, replace any missing hinges and restore	No	15		
8	General inspection and detect loose bolts on the flashing toilets system, tighten with bolts and restore	No	10		
9	General inspection and detect any loose sink and provide support	No	5		
10	General inspection and detect leaks and seal, replace rotten pipes and make good defects to existing plumbing pipes, valves, etc. (fittings elsewhere)	m	50		
11	General inspection and detect any blocked plumbing pipes, sewer pipes and any other pipes unblock and restore.	m	30		
12	General inspection and detect any loose plumbing outlets, fix and secure in court yards	No	10		
13	General inspection and detect any roof leakages and fix (seal with approved sealants) accordingly	Item	1		
	Carried to Summary			R	

Item No		Unit	Quantity	Rate	Amount
	<p><u>METALWORK</u></p> <p><u>ALUMINIUM WINDOWS, DOORS, ETC</u></p> <p><u>Workgroup No 140 for JBCC CPAP purposes</u></p> <p><u>Supplementary Preambles</u></p> <p>Aluminium and glazing shall comply with the following specifications:</p> <p>Minimum performance requirements as published by AAMSA</p> <p>Aluminium alloy extrusion BSS 1474 Aluminium alloy sheets SABS 903 Anodising SABS 999 Neoprene performed seals and gaskets SATM C542 Powder coat finishing SABS 1274 and 1578 with a test certificate available on request</p> <p>National Building Regulations Part "N", SABS 0137, SABS 0400, SABS 1263 and AAMSA Selection guide for Safety Glazing Materials: monolithic obscure and float glass thicknesses and glazing shall comply strictly to these specifications.</p> <p>DOORS, WINDOWS, ETC to be manufactured by an approved firm of specialists, to be of the best quality and design truly square and unless otherwise described, prepared to receive glazing beads from the outside. All opening portions must fit perfectly on all faces and be so hung as to open and close freely without binding at any point. Wherever possible, all angles and intersections to be welded by electric welding, argon or arc welding. A sample window is to be submitted to the Employer for approval before the work is put in place.</p> <p>The frames generally are to be for brickwork, blockwork or concrete reveals. They are to be fitted with fixing lugs of 2,8mm aluminium 13mm wide x 100mm long welded to framing, one near each corner and intermediately not more than 300mm apart to sides, top and bottom. Where concrete reveals, etc., the frames are to be countersunk holed for and fitted with the necessary screws at the centres as for the lugs above.</p>				
	Carried to Collection			R	

Item No		Unit	Quantity	Rate	Amount
	<p>Immediately after the windows, doors, etc., have been delivered on to site, they are to be thoroughly overhauled and all necessary adjustment or repairs made before they are fixed in position. Where they come into contact with brickworks, blockwork, concrete, steel, etc., the framing is to be treated with bituminous paint in an approved manner. The windows, doors, etc., are to be placed in their positions for building in and adjusted to open and close properly and are to be securely structured to prevent distortion whilst the brickwork and lintols, are being built.</p> <p>On completion of all other work, the windows, doors, etc., are to be adjusted as necessary and rendered in a complete and satisfactory state of repair and in working order.</p> <p><u>GLAZING</u></p> <p>GENERAL: All rates for doors, windows, shopfronts, etc., should include for all glazing as specified.</p> <p>GLASS AND GLAZING: All functional glass must be delivered to site, cut to size and ready for installation and must be classified to indicate grade and thickness. Labels must remain on each piece of glass until it is glazed, inspected and officially accepted in writing by the employer, thereafter an insurance letter will follow absolving the contractor of responsibility.</p> <p>FACTORY GLAZING: All glazing carried out in manufacturer's factory must be in accordance with window fabricated types. Manufacturing of frames must provide for glass, vinyl extrusions, cut off sharp corners, these are to line up with frame/glass rebates.</p> <p>GLAZING ON SITE: This is to be carried out in accordance with glass specification previously referred to. Glazing in windows must be undertaken from outside, with drawn vinyl strips, Neoprene gaskets, and not hardening "Bitumastic" putty, as described.</p> <p>ADJUSTED LOUVRES: To be adjustable, complete with frame, stiles, centrally pivotted double sprung glass holders, weather beads, glass louvres, burglar proofing, etc.</p> <p>SIZES: The sizes given are approximate and are not to be used for ordering purposes, but careful references must be made to the building for exact sizes. Any costs incurred for errors in this respect shall be at the contractor's expense.</p> <p>All items are unless otherwise described measured net.</p> <p>BUILDING IN: Windows, doors, etc must be set up and build in complete in position in concrete or brickwork and left completely watertight and prices should include thereof.</p> <p>ANODISING: Anodising of aluminium sections must comply with SABS 999. Anodising must be a minimum of 25 MIKRON.</p>				
	Carried to Collection			R	

Item No		Unit	Quantity	Rate	Amount
	<p>POWER COATING: Power coating to SABS1796 specifications with a test certificate available on request. A guarantee of no less than 10 years is to be provided against peeling and discolouration. Allow for non-standard colour power coated aluminium as cobalt blue or similar colour.</p> <p>PROTECTING: Windows, doors, etc., must, wherever practicable, be erected as near to the end of the contract period as possible to minimise the danger of damage of deterioration and all work must be protected by covering up with temporary casings against damage, deterioration or discolouration caused by mortar droppings, varnish, wax, paint, etc., all to the entire satisfaction of the Engineer.</p> <p>IRONMONGERY: Window and doors are to be fitted with the necessary locks, door closers, etc., as described and prices should include thereof.</p> <p>DESCRIPTIONS: Descriptions shall be deemed to include all components of the units i.e glass and glazing, ironmongery complete with security lock and latches as per manufacturer's specification, dust seals, timber fixing blocks, protection film, etc.</p> <p>DRAWINGS: Tenderers are referred to Architect's drawings</p> <p><u>ClearVU panels made from 4mm diameter wire with an aperture size (76,2mm x 12,7mm centres) reinforced with V formation horizontal recessed bands with 25mm x 25mm x 3mm thick square hollow section fixed to wall using 8mm anchor bolts on all sides</u></p> <p><u>Panels to be painted with 3 coats of matt enamel paint. Colour to match clearvu colour (black). All edges to be rounded to ensure safety of patients. Refer to detail A05.</u></p>				
1	Panel size 1200mm x 600mm high (PW02B)	No	8		
2	Panel size 1200mm x 1200mm high (W06B)	No	20		
3	Panel size 2800mm x 1500mm high (PW08B)	No	4		
4	Panel size 3300mm x 2400mm high (SP03B)	No	2		
5	Panel size 100mm x 100mm high (TV protector)	No	1		
	<p><u>Steel door hinges. Refer to detail A04 & A05</u></p> <p><u>Install top and bottom hinges to cell doors or grille gate. Gate to allow for sufficient play for at least 4mm play either up or down.</u></p> <p><u>Adjust setting bolts to the specified top gap between leaf and frame, thereafter weld middle hinge (up side down as shown) into place allowing a space of 4mm between the two parts for further future adjustment</u></p>				
6	Type A door hinge to be installed on top and bottom of the cell door	No	36		
7	Type B door hinge to be installed on the middle of the cell door	No	18		
	Carried to Collection			R	

Item No		Unit	Quantity	Rate	Amount
	<u>SANITARY FITTINGS</u>				
1	800mm x 70mm ITD Lacey stainless steel shower waste with adjustable legs Metal cover to cistern flushing button. Refer to detail A06 <u>Steel plate</u> <u>4mm Thick brushed stainless steel plate size 359mm x 379mm long with fold line of 359mm x 34mm in two sides and 379mm x 34mm in other two sides. Fold line to be holed 4 times on each side for countersunk screw for fixing to main steel frame. Centre of the plate to have 40mm diameter hole</u> <u>All holes to be laser cut to ensure smooth edges. Countersunk screws and nuts to be allen key type.</u> <u>Refer to detail A02</u>	No	8		
2	Steel plate fixed to frame.	No	13		
3	Allen key type countersunk screw and nut <u>Sink cover. Refer to detail A01</u> <u>Frame made of 3mm thick x 25.4mm x 25.4mm square hollow section, cut to size with all joints welded. All welds and final member thickness to Structural engineer's specification</u>	No	208		
4	Frame size 420 x 800mm high, fixed under sink <u>Grade 304 (18/10) polished stainless steel sheet 2mm thick. Connection specification and size to structural engineer's detail</u> Sheet fixed on steel frame	No	7		
5	Anchor bolt type M8. Connection specification and size to structural engineer's detail	No	70		
	Carried to Collection			R	

[illegible]

[illegible]

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objective is to provide the Boitekong CHC Mental Health Unit, Rustenburg, with required Refurbishment Works

1.2 Overview of the works

The project comprises the Boitekong CHC Mental Health Unit, Rustenburg, with required Refurbishment Works, as well as related services in accordance with the drawings and specifications that will be provided to the contractor

1.3 Extent of the works

The works include the Boitekong CHC Mental Health Unit, Rustenburg, with required Refurbishment Work as well as related services as will be indicated on the drawings and in accordance with the specifications provided to the contractor

1.4 Location of the works

The site is at Boitekong CHC Mental Health Unit, Rustenburg

Temporary works

There are no temporary works involved on this project

2 DRAWINGS

The drawings used for setting up the Bills of Quantities can be inspected at the offices of the Principal Agent.

- **Architectural drawings**

To be provided at site hand over

3 PROCUREMENT

3.1 Preferential procurement procedures

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

3.1.1 Requirements for the sourcing and engagement of labour.

3.1.1.1 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.

3.1.1.2 The rate of pay set for the SPWP is as follows:

Description	Daily wage for 8 hour work day
Unskilled labour	R100.00
Semi skilled labour	R120.00
Skilled labour	R150.00
Supervisor	R300.00

3.1.1.3 Tasks established by the contractor must be such that:

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

3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

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

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

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

- a) 26 % (8 Nr) women (including youth);
- b) 42% (13 Nr) youth who are between the ages of 18 and 35; and
- c) 32% (10 Nr) on None accredited persons to be trained.

3.1.2 Specific provisions pertaining to SANS 1914-5

3.1.2.1 Definitions

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

3.1.2.2 Contract Participation Goal

3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.

3.1.2.3 Terms and conditions for the engagement of targeted labour

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Appendix E.2, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not to provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4. MANAGEMENT

4.1 Recording of weather

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

4.2 Unauthorised persons

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

4.3 Management meetings

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

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

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.


4.6 EPWP labour intensive specification


Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	 any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and

		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	 any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

5 ADDENDA

- 5.1 Occupational Health and Safety Regulations (*ADDENDUM A*)
- 5.2 Standard Occupational Health and Safety Specification (*ADDENDUM B*)
- 5.3 Environmental Management Plan (*ADDENDUM C*)
- 5.4 Pro-forma contract between Contractor and Worker (*ADDENDUM D*)
- 5.5 Pro-forma Attendance Register (*ADDENDUM E*)
- 5.6 Contract Person / Days Calculation Format (*ADDENDUM F*)
- 5.7 Contractor monthly report format (see 4.4 above) also available in electronic format (*ADDENDUM G*)
- 5.8 Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (*ADDENDUM H*)
- 5.9 Drawings (*ADDENDUM I*)

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA DISTRICT

C4 Site Information

There is no site information

- 1 *Describe 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 an to evaluate his risks. Only actual information about physical conditions of the site and its surroundings is included.*

In the case of refurbishment projects, site information would be the as-built drawings of the existing structure.

- 2 *May include* *sub-soil investigation, borehole records and test results
*anything about the site which impacts the contract
*information about adjacent buildings and structures, and about existing buildings and structures on the site (restrictions for heavy loads, etc
*atmospheric and environmental criteria
- 3 *Matters relating to site facilities, access, places for delivery, etc are not site information and should be included in the scope of works, as they are constraints on how the contractor executes the contract.*

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

..... 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2003

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these Regulations 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 any person who acts as a representative for a client in the managing the overall construction work.

“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 a surface, rather than sliding or crumbling away;

“batch 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 performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“construction work” means any work in connection with—

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

(b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

(c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or

(d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

“contractor” means an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“design” in relation to any structure includes drawings, calculations, design details and specifications;

“designer” means any person who—

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) architects and engineers contributing to, or having overall responsibility for the design;
- (e) build services engineers designing details for fixed plant;
- (f) surveyors specifying articles or drawing up specifications;
- (g) contractors carrying out design work as part of a design and build project;
- (h) temporary works engineer designing formwork and false work; and
- (i) interior designers, shop-fitters and landscape architects.

“ergonomics” means 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;

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

“explosive powered tool” 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 prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“hazard identification” means 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 file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

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

“health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“person day” means one individual carrying out construction work on a construction site for one normal working shift;

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site , in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“roof apex height” means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled

“The Design, Erection, Use and Inspection of Access Scaffolding”;

“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“SABS EN 1808” means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

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

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“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, batching plants, 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 formwork, 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 work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;

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

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

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

Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

(2) The provisions of subregulation 4.(1)(a) shall not be applicable where the construction work carried out is in relation to a single storey domestic building for a client who is going to reside in such dwelling upon completion thereof.

(3) The provisions of subregulations 4.(1)(a) and 5(1), 5.(3)(a) and 5(4) shall not be applicable where the construction work is in progress and more than fifty percent thereof has been completed at the date of promulgation of these regulations: Provided that an inspector may instruct accordingly that these Regulations shall be applicable.

Notification of construction work

3.(1) A principal contractor who intends to carry out any construction work shall—

- (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
 - (i) the demolition of a structure exceeding a height of 3 metres; or
 - (ii) the use of explosives to perform construction work; or
 - (iii) the dismantling of fixed plant at a height greater than 3m.

- (b) before carrying out that work, notify the provincial director in writing when the construction work—
 - (i) exceeds 30 days or will involve more than 300 person days of construction work; and
 - (ii) includes excavation work deeper than 1m; or
 - (iii) includes working at a height greater than 3 metres above ground or a landing.

(2) The notification to the provincial director contemplated in subregulation (1) must be done on the form similar to ADDENDUM A to these regulations.

(3) A principal contractor shall ensure that a copy of the completed form contemplated in subregulation (2) is kept on site for inspection by an inspector, client, client's agent or employee.

Client

4. (1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- (b) to promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
- (c) to appoint each principal contractor in writing for the project or part thereof on a construction site;
- (d) to take reasonable steps to ensure that each principal contractor's health and safety plan as determined in subregulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in subregulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
- (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (h) to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

(2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in subregulation 5(1) and thereafter finally approve the health and safety plan for implementation.

(3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.

(4) No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

(5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

(6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Principal Contractor and Contractor

5. (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.

(2) A principal contractor shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

(3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act—

- (a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
- (b) to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;
- (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in subregulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
- (d) to stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- (e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
- (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

(4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.

(5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in subregulation (4), and shall finally approve that plan for implementation.

(6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in subregulation (1), as well as the contractor's health and safety plan contemplated in subregulation (4), is available on request to an employee, inspector, contractor, client or client's agent.

(7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.

(8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in subregulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

(9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in subregulations (7) and (8), 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 is included and available.

(10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in subregulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.

(12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

(13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.

(14) Every contractor shall 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 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.

Supervision of construction work

6.(1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

(2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in subregulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in subregulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.

(3) Where the contractor has not appointed an employee as referred to subregulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of subregulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under subregulation (2).

(4) No construction supervisor appointed in terms of subregulation (1) shall 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 a sufficient number of competent employees have been appropriately designated under subregulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.

(5) If, however, the construction supervisor appointed in terms of subregulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the contractor to appoint the required number of employees as contemplated in subregulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of subregulation (1) more appropriately.

(6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

(7) The appointed construction safety officer as contemplated in subregulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).

(8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint, has the necessary competencies and resources to assist the contractor.

Risk assessment

7.(1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least—

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) the analysis and evaluation of the risks and hazards identified;
- (c) a documented plan of 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.

(2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

(3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

(4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

(5) A principal contractor shall ensure that all contractors 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.

(6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

(7) Notwithstanding the requirements laid down in subregulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

(8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

(9) Every employee on site shall-

- (a) be in possession of proof of the health and safety induction training as determined in subregulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and
- (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

Fall protection

8. (1) A contractor shall cause—

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

(2) The fall protection plan contemplated in subregulation (1), shall include—

- (a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- (b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;
- (c) the programme for the training of employees working from elevated positions and records thereof; and
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

(3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.

(4) Notwithstanding the provisions of subregulations (1) and (2), 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—
 - (i) 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
 - (ii) 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 shall only be used where it is not reasonably practicable to use fall prevention equipment; and
 - (f) suitable and sufficient steps shall be 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.
- (5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in subregulations (2) and (4), it is furthermore indicated in the fall protection plan—
- (a) that the roof work has been properly planned;
 - (b) that the roof erectors are competent to carry out the work;
 - (c) that 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) that 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) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
 - (f) that 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) that 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.

Structures

9. (1) A contractor shall ensure that—

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall—

- (a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;

- (b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor—
 - (i) a geo-science technical report where appropriate;
 - (ii) the loading the structure is designed to withstand; and
 - (iii) the methods and sequence of construction.
 - (d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
 - (e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;
 - (f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (g) stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - (h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and
 - (i) ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.
- (3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- (4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- (5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Formwork and support work

10. A contractor shall ensure that—

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;

- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;
- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
- (h) adequate precautionary measures are taken in order to—
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
- (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- (j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) 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;
- (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
- (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

Excavation work

11. (1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

(2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

(3) Every contractor who performs excavation work shall—

- (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
- (b) 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 being given in writing by the appointed competent person contemplated in subregulation (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 shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in subregulation (1) and the professional engineer or technologist, as the case may be;
- (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering 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) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
- (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- (g) 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 shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) cause every excavation, including all bracing and shoring, to be inspected—
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and
 - (v) after rain,
 by the competent person contemplated in subregulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;
- (i) 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 illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
- (j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;

- (k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and
- (l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Demolition work

12.(1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.

(2) A contractor shall ensure that prior to any demolition work being carried out, and in order also 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.

(3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in subregulation (2), in order to avoid any premature collapses.

(4) Every contractor who performs demolition work shall—

- (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 such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (c) take steps to 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 such steps as may be necessary 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 anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be 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.

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

(6) Waste and debris shall not be disposed 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) is discharged into a container or an enclosed area surrounded by barriers.

(7) A contractor shall 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.

(8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

(9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

(11) Where the demolition work involves the use of explosives, a method statement is to 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 the procedures therein are adhered to.

(12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

Tunnelling

13. (1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.

(2) Notwithstanding the provisions of subregulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

Scaffolding

14. (1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

(2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

Suspended platforms

15. (1) A contractor shall ensure that all suspended platform work operations are carried out under the supervision of a competent person who has been appointed in writing, and that all suspended platform erectors, operators and inspectors are competent to carry out their work.

(2) No contractor shall 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 these Regulations under section 44 of the Act;
- (b) 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, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the—
 - (i) competent person who has been appointed for supervision;
 - (ii) competency of erectors, operators and inspectors;
 - (iii) operational design calculations which should 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:

Provided that subregulation (2) shall only become applicable six months from the date of promulgation of these regulations.

(3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

(4) A contractor need not re-submit a copy of the certificate of system design contemplated in subregulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.

(5) A contractor shall ensure that the outriggers of each suspended platform—

- (a) are constructed of steel or any other material of similar 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.

(6) The contractor shall ensure that—

- (a) the parts of the building or structure on which the outriggers 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 safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on 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) where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.

(7) A contractor shall ensure that the suspended platform—

- (a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
- (b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall 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 the maximum mass load which the suspended platform can carry.

(8) A contractor shall cause—

- (a) the whole installation and all working parts of the suspended platform to be thoroughly examined 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 shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;
- (d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall 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;

(9) Notwithstanding the provisions of subregulation (8), the contractor shall 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 contemplated in subregulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

(10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of subregulation (1), or the suspended platform inspector mentioned in subregulation (1), 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 vandalised;
- (d) the maximum mass load of the platform is not exceeded;
- (e) the occupants in the suspended platform are using safety 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.

(11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.

(12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—

- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
- (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include 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—
 - (aa) an emergency;
 - (bb) the malfunctioning of equipment;
 - (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.

(13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.

(14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

Boatswain's chairs

16. (1) A contractor shall ensure that every boatswain's chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling therefrom.

(2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.

Material hoists

17. (1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

(2) A contractor shall cause the tower of every material hoist to be—

- (a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for overtravel;
- (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 mm from the ground or floor level; and
- (c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.

(3) A contractor shall cause—

- (a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight 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 the power is not being supplied to the hoisting machinery.

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

(5) A contractor shall 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.

(6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.

(7) No contractor shall require or permit any person to ride on a material hoist.

(8) A contractor shall cause every material hoist—

- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
- (b) inspection contemplated in paragraph (a), to include 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 result to be entered and signed in a record book which shall be kept on the premises for that purpose.
- (d) to be properly maintained and that the maintenance records in this regard are kept on site.

(a)

Batch plants

18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—

- (a) placed in an easily accessible position; and
- (b) constructed in such a manner as to prevent accidental starting.

(4) The contractor shall ensure that the machinery and plant selected is suitable for the 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.

(5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in subregulation (1).

(6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—

- (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.

(7) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.

(8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.

(9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.

(10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended;

(11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

Explosive powered tools

19.(1) No contractor shall use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool 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:

Provided that the provisions of this subregulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

(2) A contractor shall ensure that—

- (a) only cartridges suited for the explosive powered tool and the work to be performed are used;
- (b) the explosive powered tool 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;
- (c) that the safety devices are in proper working order prior to use;
- (d) when not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorised persons;
- (e) the explosive powered tool is not stored in a loaded condition;
- (f) a warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
- (g) the issuing and collection of cartridges and nails or studs is—
 - (i) controlled and done in writing by a person having been appointed in writing; and
 - (ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;

(3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been—

- (a) provided with and uses suitable protective equipment; and
- (b) trained in the operation, maintenance and use of such a tool.

Cranes

20. Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used—

- (a) account is taken of the effects of wind forces on the structure;
- (b) account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- (c) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- (d) the tower cranes are erected at a safe distance from excavations;

- (e) there is sufficient clear space available for erection, operation and dismantling;
- (f) the tower crane operators are competent to carry out the work safely; and
- (g) the tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

Construction vehicles and mobile plant

21. (1) A contractor shall ensure that all construction vehicles and mobile plants—

- (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 workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) have safe and suitable means of access;
- (f) are properly organised and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (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) where appropriate, 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 electrically operated acoustic signaling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Contractor shall furthermore ensure that—

- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organised 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 using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;

- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (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 and material are secured in order 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) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Electrical installations and machinery on construction sites

22. Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No.R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall 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) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

Use and temporary storage of flammable liquids on construction sites

23. Notwithstanding the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
 - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - (ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;

- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
- (d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

Water environments

24. (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—

- (a) preventing workers from falling into water; and
- (b) the rescuing of workers in danger of drowning.

(2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

Housekeeping on construction sites

25. Notwithstanding the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No. R 2281 dated 16 October 1987, as amended, a contractor shall ensure that—

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the—
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) 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 unauthorised persons.
- (e) a catch platform or net is erected 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.

Stacking and storage on construction sites

26. Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall 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.

Fire precautions on construction sites

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall 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, vapours 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 the appropriate precautions as required 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, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of 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 the 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.

Construction welfare facilities

28. (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No. R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

- (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 sex; and
- (d) sheltered eating areas.

(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.

Approved inspection authorities

29. (1) The Chief Inspector may approve as an Inspection Authority any organisation that has been accredited in terms of the provision of the Act and these regulations.

(2) The Chief Inspector may at any time withdraw any approval of an approved inspection authority, subject to section 35 of the Act.

Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall not exceed 90 days.

Repeal of regulations

31. The following regulations are herewith repealed:

- (a) Regulations 11, 12, 13, 13C, 13D, 13E, 13F and 13G of the, General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986;
- (b) Regulations 19 and 20 of the, Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988; and
- (c) Regulations 14 of the, General Administrative Regulations promulgated by Government Notice No.R.1449 of 6 September 1996.

Short title

32. These regulations shall be known as the Construction Regulations, 2003.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
3. (a) Name and postal address of client:

- (b) Name and tel no of client's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____
6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____
11. Estimated maximum number of persons on the construction site.

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM B

Occupational Health and Safety Specification

PROJECT NAME:

NORTH WEST PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

**REFURBISHMENT OF BOITEKONG CHC MENTAL HEALTH UNIT IN BOJANALA
DISTRICT**

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

New Office Park
Cnr Sekame & First Street
Mafikeng, 2745
Private Bag X2068
Mmabatho
2735

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ADDENDUMS:

- A)** Pro-Forma Agreement In Terms Of Occupational Health And Safety Act 1993
- B)** Notification of Construction Work

1. **SCOPE**

This specification details the health and safety requirement associated with the Works.

2. **INTERPRETATIONS**

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as: Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

3. **GENERAL**

3.1 **Employer**

3.1.1 The Employer will appoint the Contractor in writing for the execution of the works.

3.1.2 The Employer will take reasonable steps to ensure that the Contractor's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

- 3.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works:
- a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons.

3.2 Contractor

- 3.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. ADDENDUM B of this Specification contains a "Notification of Construction Work" form. The Contractor shall submit the notification in writing prior to commencement of work.
- 3.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.
- 3.2.3 The Contractor shall provide and demonstrate to the Employer a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works.

- 3.2.4 The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- 3.2.5 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations.
- 3.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- 3.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.
- 3.2.8 The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.
- 3.2.9 The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.

4. GENERAL REQUIREMENTS

4.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the representative / agent to represent

and act for the Contractor. The Contractor shall inform the representative / agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor's CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

4.2 Log Books

The Contractor shall keep the following log books and shall make them available to the Representative/Agent on request:

4.2.1 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.

4.2.2 A record of the weekly inspection of first aid boxes.

4.2.3 A record of the weekly inspections of ladders

4.2.4 A record of the weekly inspections of fire-fighting equipment.

4.2.5 A record of the monthly inspections of welding machines.

4.2.6 A record of the monthly inspections of oxy-acetylene equipment.

4.2.7 A record of the weekly inspections of scaffolding structures.

4.2.8 A record of the monthly inspections of builder's hoists.

4.2.9 A record of the monthly inspections of mobile and tower cranes.

4.2.10 A record of the monthly inspections of lifting gear.

4.2.11 A record of the inspections of electrical equipment.

4.2.13 A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

4.3 First Aid

4.3.1 Safety Notice Board

The Contractor shall provide a safety notice board where safety notices, site

regulations concerning safe working practices and information on the nearest first

aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

4.3.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

4.3.3 Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's Safety Officer or Site Representative to the Representative / agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/ agent within twenty four (24) hours of the occurrence of the incident.

The representative/ agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative / agent with full facilities for carrying out such enquiries.

4.4 Risk Assessment and Safety Policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan.

A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall

continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

4.5 Danger Areas

All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area.

4.6 Hazard Notices

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

4.7 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

4.7.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The representative/ agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

4.7.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxyacetylene equipment or similar activities are taking place.

4.7.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

4.7.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

4.7.5 Gloves

All employees of the Contractor's shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

4.7.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

4.8 Road Traffic Ordinance / Transportation Act

4.8.1 The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and

shall produce the licence on request.

4.8.2 The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.

4.8.3 All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

4.9 Overhead Power lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

4.10 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.11 Concrete Mixing Equipment

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of materials for concrete unless:

- a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.
- b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.
- c) The Contractor shall appoint operators skilled in the operation of the plant.
- d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and

shall be recorded in a logbook, which shall be made available to the Representative/Agent on request.

4.12 Ladders

4.12.1 Every ladder shall be:

- a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders)
- b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.12.2 Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.12.3 All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.13 Scaffold Framework

4.13.1 Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.13.2 No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

5. SPECIAL REQUIREMENTS

5.1 Excavation/Shoring

5.1.1 The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

5.1.2 The face of an excavation shall not be undercut.

5.1.3 All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

5.1.4 No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

5.1.5 Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Representative/Agent before excavation work continues.

5.2 Formwork and Support Work

The Contractor shall ensure that:

- a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.
- b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- c) the foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;
- d) all formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the Works; and
- e) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).

5.3 Prevention of Uncontrolled Collapse

The Contractor shall ensure that -:

- a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work; and
- b) no structure or part of a structure is loaded in a manner that would render it unsafe.

5.4 Safe Working Loads

The Contractor shall ensure that:-

- a) the safe working loads of hoists, load- bearing beams and cranes are prominently displayed at all times,
- b) the safe working loads are not exceeded under any circumstances,
- c) all lifting gear is marked with a unique identity number and recorded in a register.

5.5 Electrical Equipment and Procedures Used by the Contractor

5.5.1 All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Representative/agent. A record of the inspections shall be kept and shall be made available to the Representative/agent on request.

5.5.2 The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

5.5.3 All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

5.6 Commissioning Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/ machinery disengaged until the work or repairs have been completed.

5.7 Toxic Materials

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

5.8 Hazardous Chemicals and Materials

- a) The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the fire fighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

5.9 Indemnity of Employer and his Agents

- a) The ADDENDUM to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No,85 of 1993 which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the representative /agent including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non- compliance.

ADDENDUM “A”

PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.
- (f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: _____

Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor :

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site :

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of design consultants:

3.1.1 Construction project managers:

3.1.2 Architects:

3.1.3 Structural engineer :

3.1.4 Electrical engineer:

3.1.5 Mechanical engineer :

3.1.6 Civil engineer :

3.1.7 Security engineer :

3.1.8 Other (if any) :

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers :

3.2.2 Architects :

3.2.3 Structural engineer :

3.2.4 Electrical engineer :

3.2.5 Mechanical engineer :

3.2.6 Civil engineer :

3.2.7 Security engineer :

3.2.8 Other (if any) :

4. THE WORKS

Nature of the works :

Commencement date :

Completion date :

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

ENVIRONMENTAL MANAGEMENT PLAN – NOT APPLICABLE

ADDENDUM D

Pro-forma Contract between Contractors and Workers

SPECIAL PUBLIC WORKS PROGRAMMES

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR

Name:

Address:

ID:

AND

WORKER

Name:

Details

ID:

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where will be employed is located at

The contract will start on

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

- a) If the contractor does not get additional contracts from the SPWP.
- b) Funding for the programme in your area comes to an end.
- c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a within the team.

7 While you are working you will report to

8 Payment

- a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
- b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- c) You will only be paid for work completed.
- d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms your contract may be terminated.

10 Signatures:

Signed on this day of 2000

Contractor: Date:

Worker: Date.

Witness: Date:

ADDENDUM E

Pro-forma Attendance Register

CONTRACTOR	SIGNATURE	DATE
PROJECT MANAGER	SIGNATURE	DATE

ADDENDUM F

Contract Person Days Calculation Format

CONTRACT MAN / DAYS CALCULATION FORMAT

This calculation must be in accordance with the attached Special Public Works Programme (SPWP) (ADDENDUM G).

The labour value of the contract must be equal to a minimum of 30% of your contract tendered sum.

You will be allowed to use the following values in order to calculate the minimum Man / day requirements: (In Lieu of the R35-00 minimum labour rate per day as specified)

80% General Labour at R100-00 per day
10% Skilled Labour at R120-00 per day
10% Supervisory Labour at R300-00 per day

The Man / days will be calculated as follows:

30% of the Contract sum = Minimum Labour Value.

a) **General Labour**

80% of Labour value divided by R100-00 per day = Labour Man / days.

b) **Skilled Labour**

10% of Labour value divided by R120-00 per day = Skilled Man / days.

c) **Supervisory Labour**

10% of Labour value divided by R300-00 per day = Supervisory Man / days.

d) **Total Man / days**

Total Man / days for the duration of the contract = a + b + c

Example

Say your tender sum equal R1,000,000-00

R1,000,000-00 x 30% = R300,000-00 (Minimum Labour Value)

a)	Labour R300,000-00 x 80% / R100-00 =	2400 Labour Man / days
b)	Skilled R300,000-00 x 10% / R120-00 =	200 Skilled Man / days
c)	Supervisory R300,000-00 x 10% / R300 =	100 Supervisory Man / days.
	Total Man / days	2700 Man / days

ADDENDUM G

Contractor's monthly report format

CONTRACTOR'S MONTHLY REPORT

Part 1

MTB number:	
Project name:	
Project description:	
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule

OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of local worker	Identity number	Month worker started	Age of worker	Age (tick applicable column)			
					Woman		Man	
					Over 35 years 2A	35 years & under 2B	Over 35 years 2C	35 years & under 2D
Totals for this sheet								
Totals brought forward from previous sheet								
Totals carried forward to next sheet								

Completed by:

```
.....
date
```

WEEKLY TASK WAGE REGISTER (local labourers only)

Entries in this portion to be completed by Foreman

Entries in this portion to be Completed by Contractor

3(B)

.....
date

Part 4

LOCAL LABOUR AND SUPPLIER SCHEDULE

1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3.)=(1.+2.)	R

3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of individual local workers who have worked on the project		100%
2. Number of local youth (35 yrs and under) (columns B plus D)		
3. Number of local women (columns A plus B)		

4. Summary of amount spent on local suppliers to date

1. Previous amount spent on local suppliers (from previous claim)	R
2. Amount spent on local suppliers this month (from total above)	R
3. Total amount spent on local suppliers to date (3.)=(1.+2.)	R

Completed by:

.....
signed

.....
initials and surname

.....
capacity

.....
date

ADDENDUM H








Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme

ADDENDUM I

Drawings



LEGEND

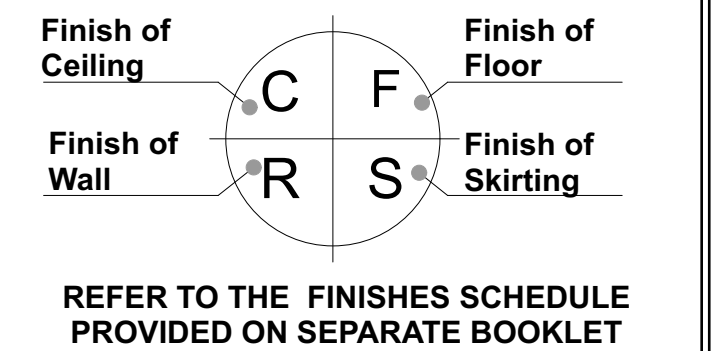
	DETAIL No.	QUANTITY		DETAIL No.	QUANTITY
	Shower waste. Refer to detail A01	08		Existing Windows. Refer to detail A06	24
	Existing Wash hand basin. Refer to detail A02	07		Existing Toilet flushing system. Refer to detail A06	13
	Existing Steel door Hinges. Refer to detail A03	16		Existing Urinal flushing system. Refer to detail A06	01
	Existing Wash hand basin. Refer to detail A04	06			

GENERAL NOTES

- =All dimensions are in millimetres unless otherwise stated.
- =Dimensions are to be READ and not scaled off from the drawing.
- =Contractor(s) are to confirm all dimensions on site prior to commencement of construction and any discrepancies are to be reported to the Project Architect.
- =Refer to all relevant drawings provided by:
 - Structural Engineers
 - Civil Engineers
 - Mechanical Engineers
 - Electrical Engineers

LOCATION PLAN

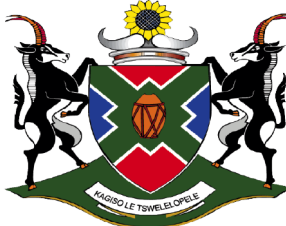
LEGEND TO FINISHES



Revisions

Rev No.	Date	Description
A	10/05/2015	-Revisions as per legend on floor layout
B	02/07/2015	-Ventilation Louvres, V1, introduced above all patient room external windows
C	25/09/2017	-Window and door codes revised. -IT Server Room introduced - Electrical DB introduced - Prison type doors introduced -Toilets and showers in patient ablutions mirrored for ease of services

DEPARTMENT OF HEALTH



Project: THE PROPOSED COMMUNITY BASED CLINIC AT BOITEKONG CLINIC		
Master plan reference: PSYCHIATRIC UNIT		
Drawing: EXISTING FLOOR LAYOUT		
Status: ASBUILT DRAWINGS		
Drawn by	J	
Designed by	H	
SACAP Reg #	PrArch 21378	Drawing No. : 101/01
signature	Date	
Scale:	1:100	Revision No. : 0
Date:	NOVEMBER 2021	
Project No:		Paper Size: A1



FRAME DESCRIPTION

- 50mm x 50mm x 4mm thick painted square hollow section frame fixed to wall using 8mm anchor bolts on all sides in a concealed frame fix as shown in illustration. Frame members to be welded and joints/ welds ground to a smooth finish to ensure no sharp edges are present.

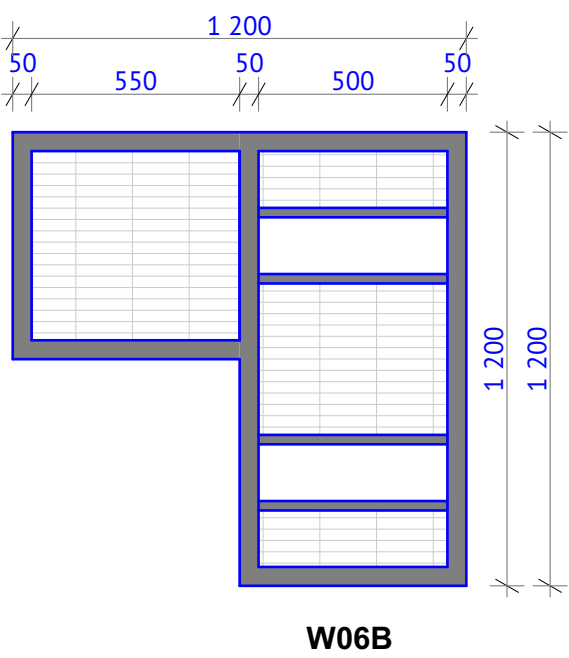
- Frames surrounding openings in the mesh to be made from 25mm x 25mm x 3mm hollow square sections welded to main frame.

To be finished in 3 coats of a matt enamel paint. Colour to match clearvue colour (Black).

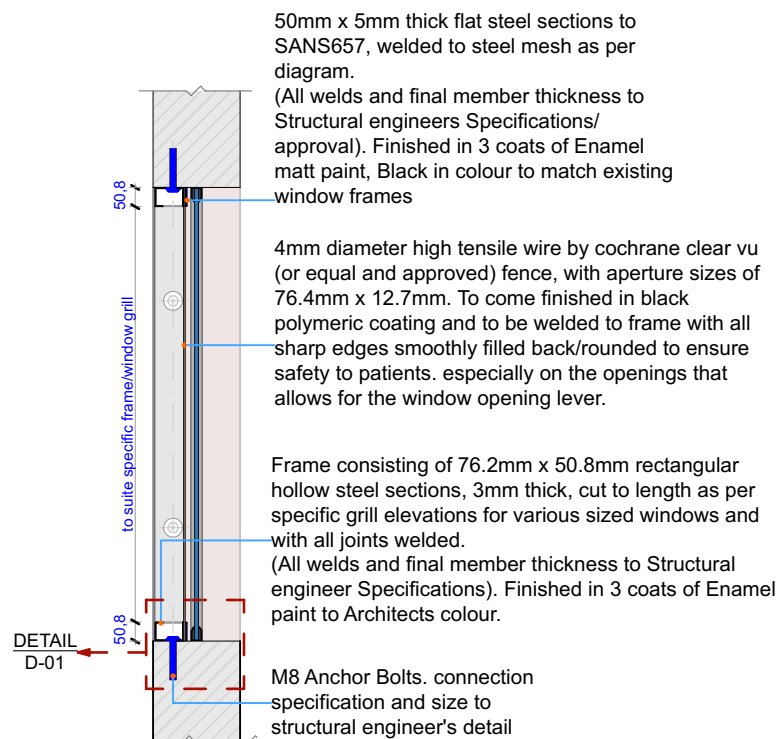
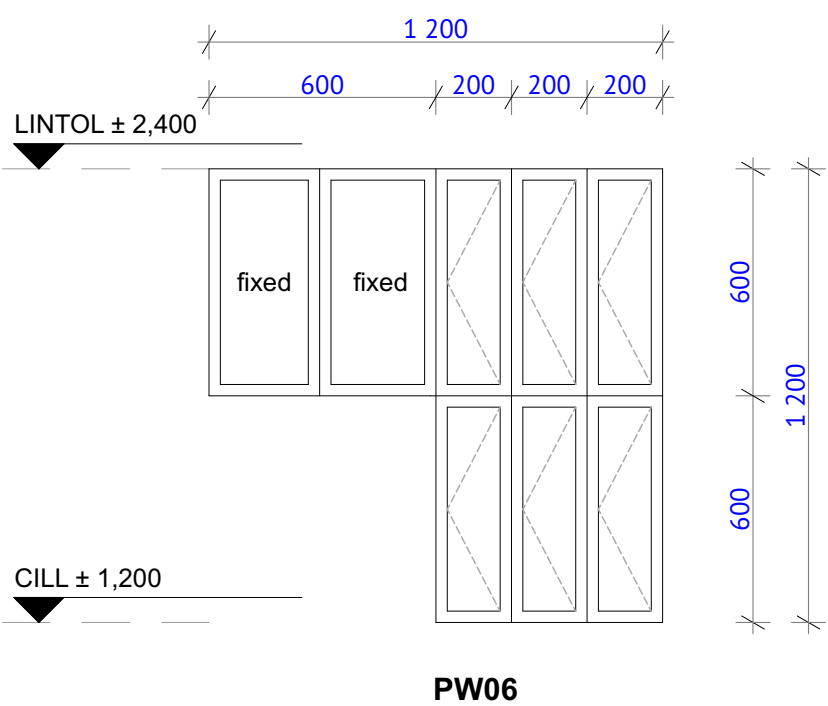
MESH DESCRIPTION

- Clearvue Mesh panels to suit all openings in figure to be made from dia. 4mm wire with an aperture size (centers at 76.2mm x 12.7mm)

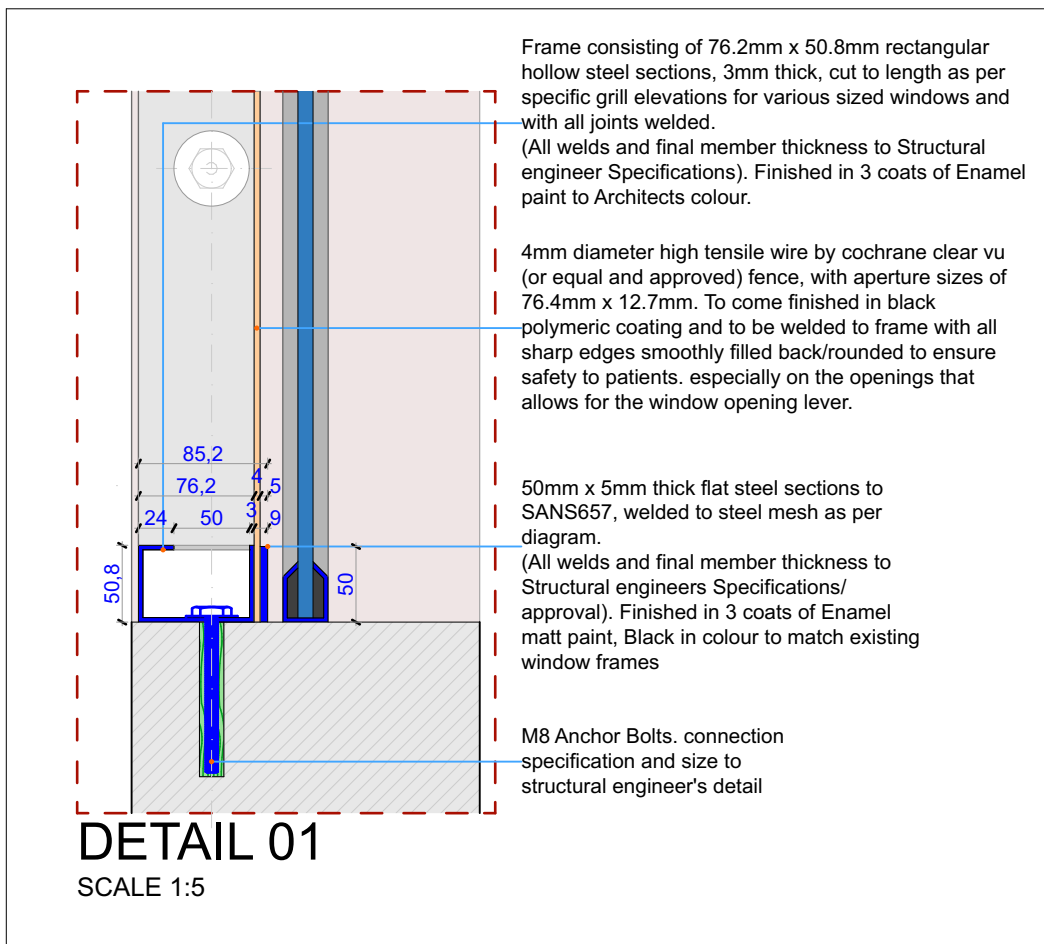
NEW PANEL TO BE PROVIDED



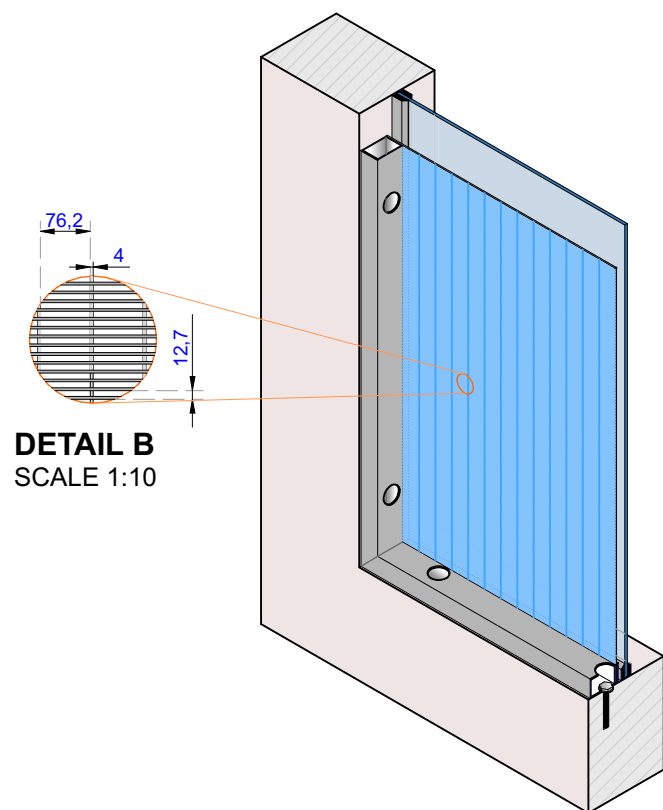
EXISTING WINDOW



SECTION
SCALE 1:20



DETAIL 01
SCALE 1:5



ISOMETRIC VIEW SHOWING
FRAME DETAIL
SCALE 1:20

DETAIL A06 - WINDOW PANEL DETAILS

GENERAL NOTES

=All dimensions are in millimetres unless otherwise stated.

=Dimensions are to be READ and not scaled off from the drawing.

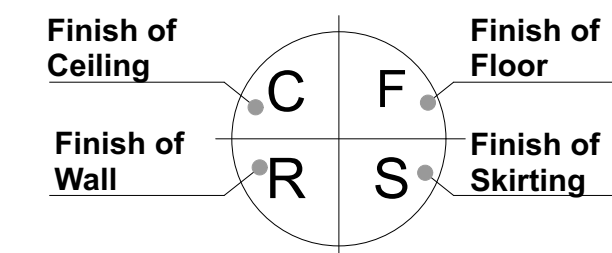
=Contractor(s) are to confirm all dimensions on site prior to commencement of construction and any discrepancies are to be reported to the Project Architect.

=Refer to all relevant drawings provided by:

Structural Engineers
Civil Engineers
Mechanical Engineers
Electrical Engineers

LOCATION PLAN

LEGEND TO FINISHES



REFER TO THE FINISHES SCHEDULE PROVIDED ON SEPARATE BOOKLET

FRAME DESCRIPTION

- 50mm x 50mm x 4mm thick painted square hollow section frame fixed to wall using 8mm anchor bolts on all sides in a concealed frame fix as shown in illustration. Frame members to be welded and joints/ welds ground to a smooth finish to ensure no sharp edges are present.

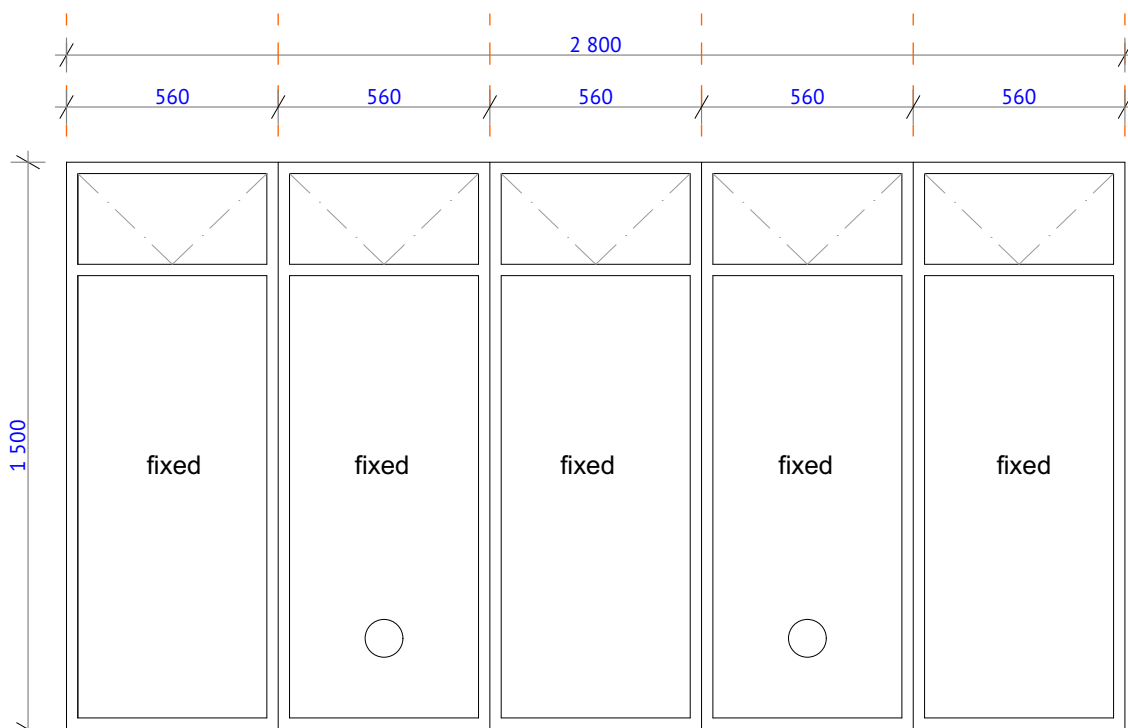
- Frames surrounding openings in the mesh to be made from 25mm x 25mm x 3mm hollow square sections welded to main frame.

To be finished in 3 coats of a matt enamel paint. Colour to match clearvue colour (Black).

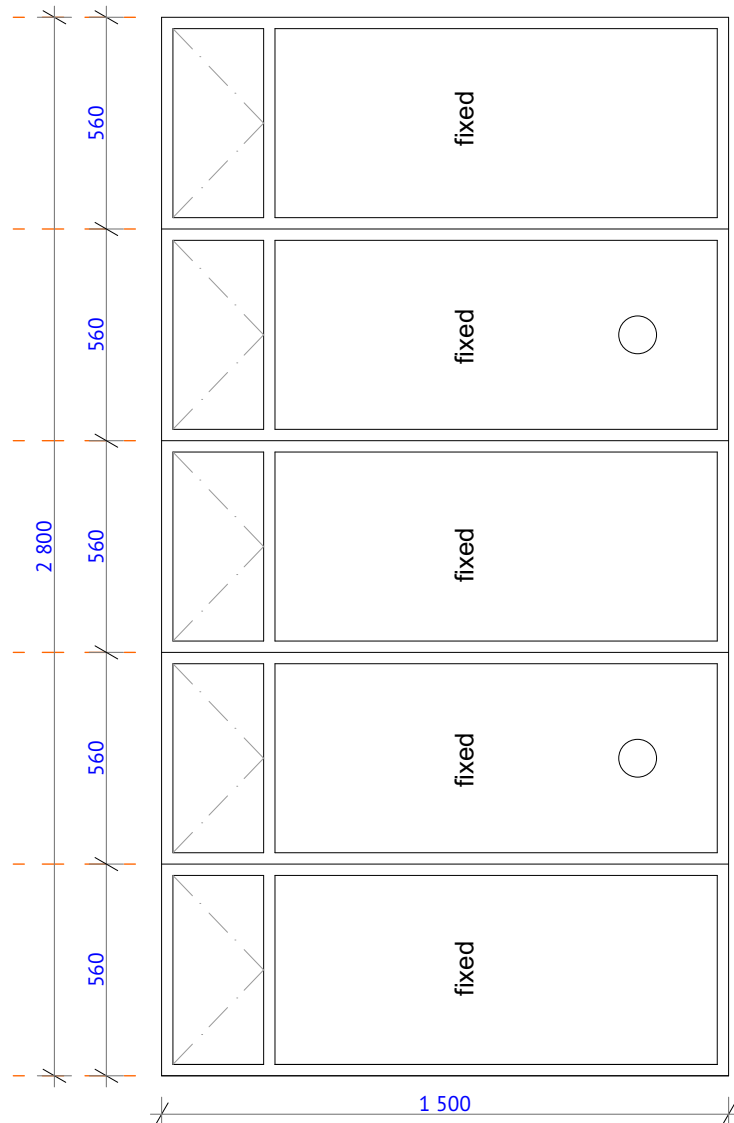
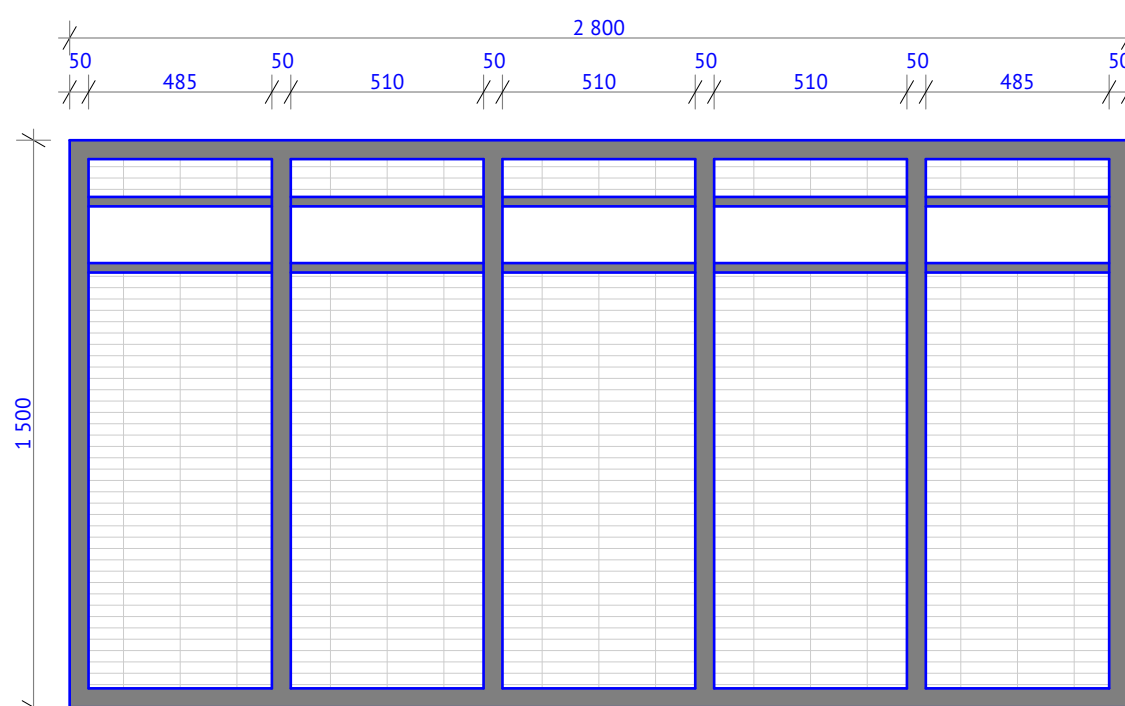
MESH DESCRIPTION

- Clearvue Mesh panels to suit all openings in figure to be made from dia. 4mm wire with an aperture size (centers at 76.2mm x 12.7mm)

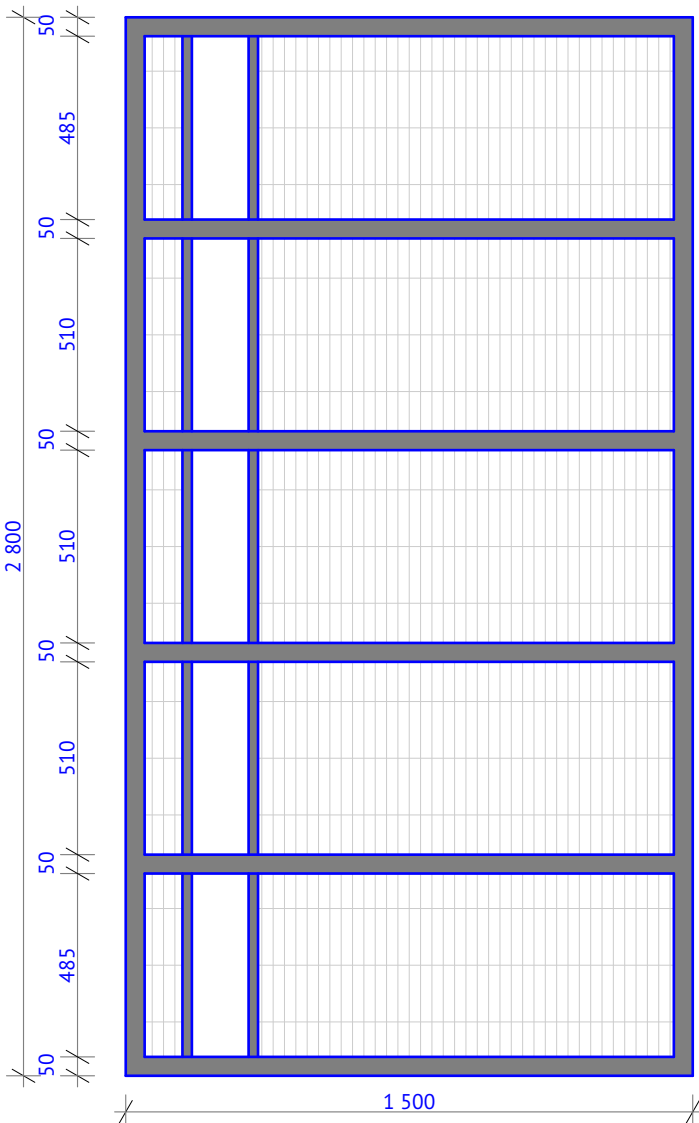
EXISTING WINDOW



NEW PANEL TO BE PROVIDED



PW08



PW08B

PW08



VANGUARD
ARCHITECTS

info@vanguardarch.com

FRAME DESCRIPTION

- 50mm x 50mm x 4mm thick painted square hollow section frame fixed to wall using 8mm anchor bolts on all sides in a concealed frame fix as shown in illustration. Frame members to be welded and joints/ welds ground to a smooth finish to ensure no sharp edges are present.

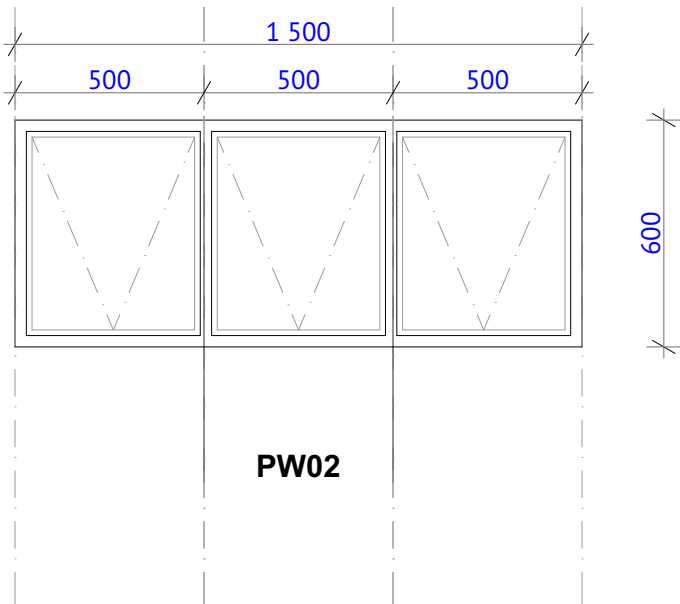
- Frames surrounding openings in the mesh to be made from 25mm x 25mm x 3mm hollow square sections welded to main frame.

To be finished in 3 coats of a matt enamel paint. Colour to match clearvue colour (Black).

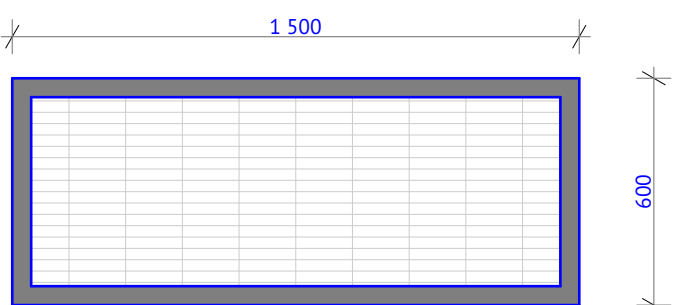
MESH DESCRIPTION

- Clearvue Mesh panels to suit all openings in figure to be made from dia. 4mm wire with an aperture size (centers at 76.2mm x 12.7mm)

EXISTING WINDOW



NEW PANEL TO BE PROVIDED



PW02B

PW06

FRAME DESCRIPTION

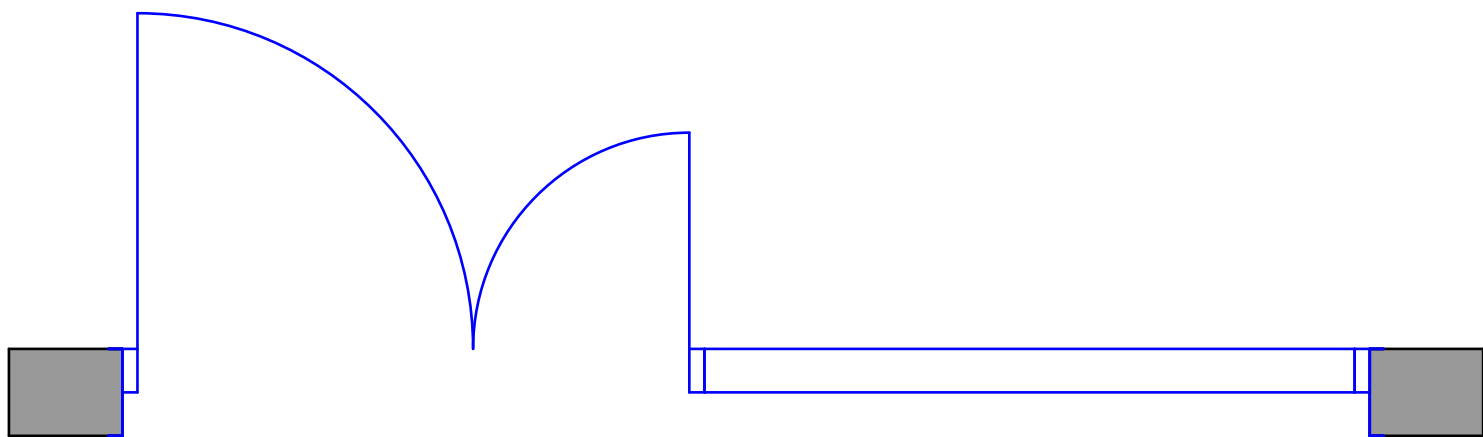
- 50mm x 50mm x 4mm thick painted square hollow section frame fixed to wall using 8mm anchor bolts on all sides in a concealed frame fix as shown in illustration. Frame members to be welded and joints/ welds ground to a smooth finish to ensure no sharp edges are present.

- Frames surrounding openings in the mesh to be made from 25mm x 25mm x 3mm hollow square sections welded to main frame.

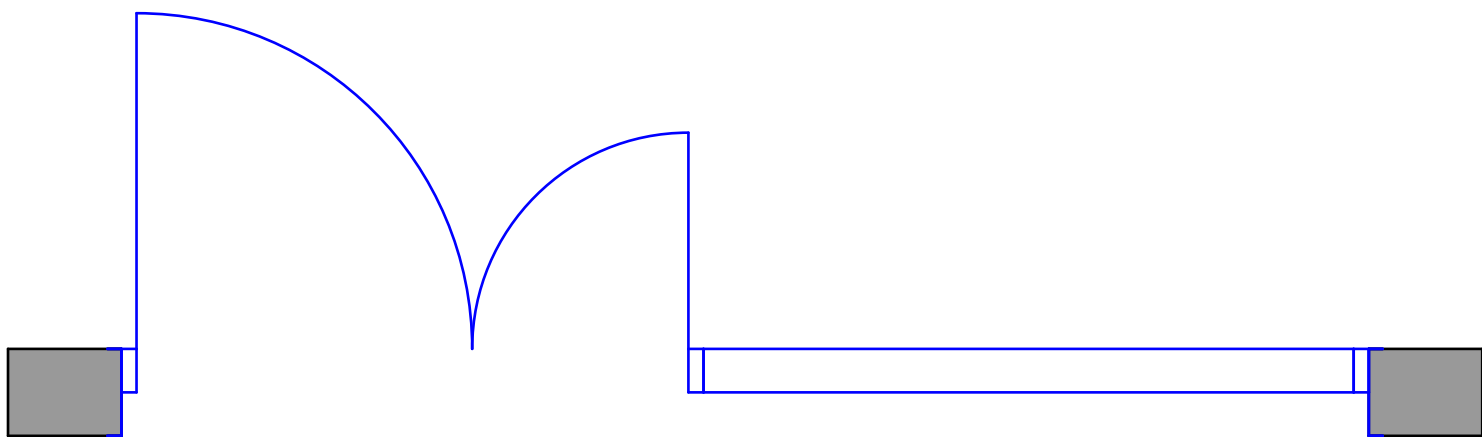
To be finished in 3 coats of a matt enamel paint. Colour to match clearvue colour (Black).

MESH DESCRIPTION

- Clearvue Mesh panels to suit all openings in figure to be made from dia. 4mm wire with an aperture size (centers at 76.2mm x 12.7mm)

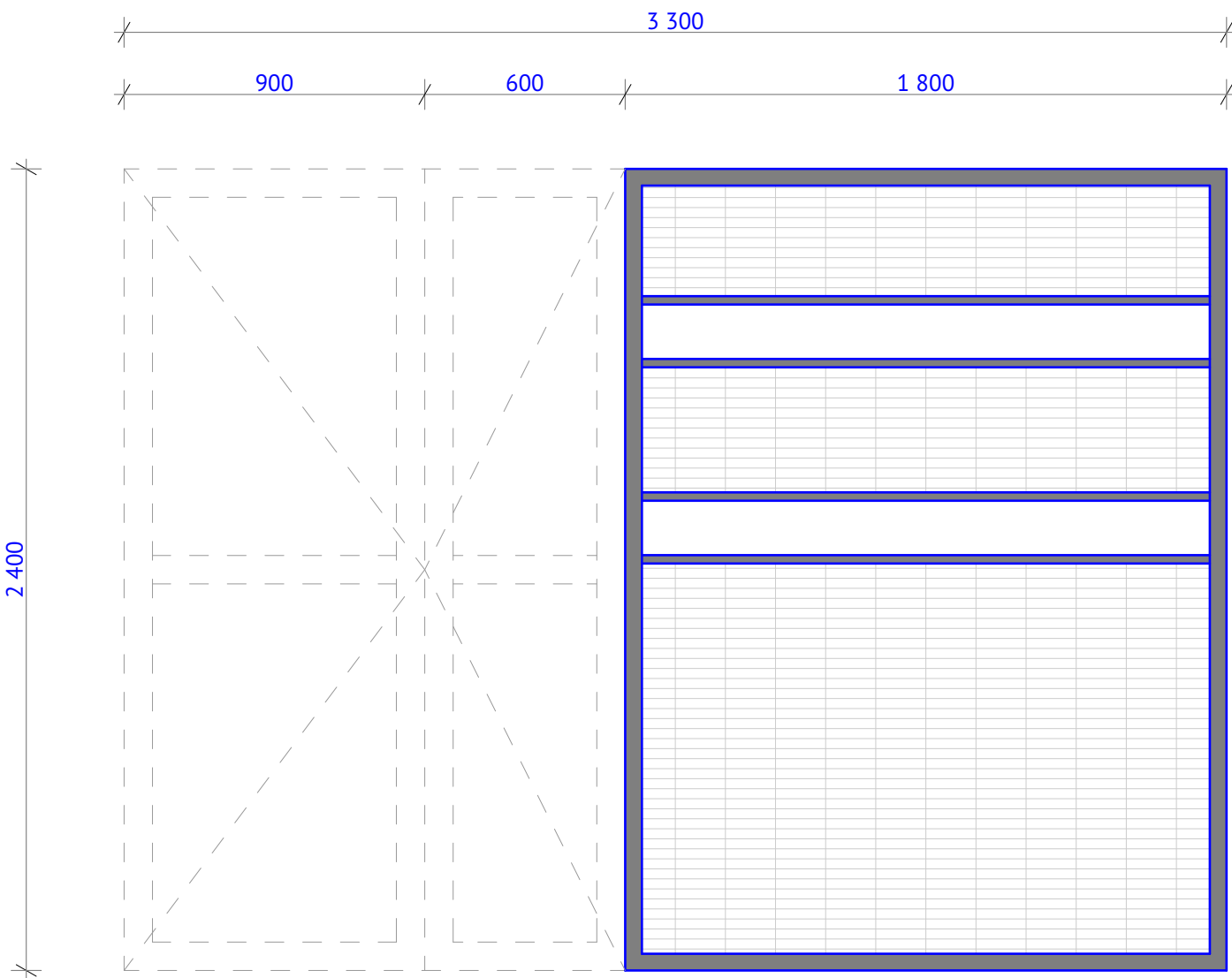


SP03

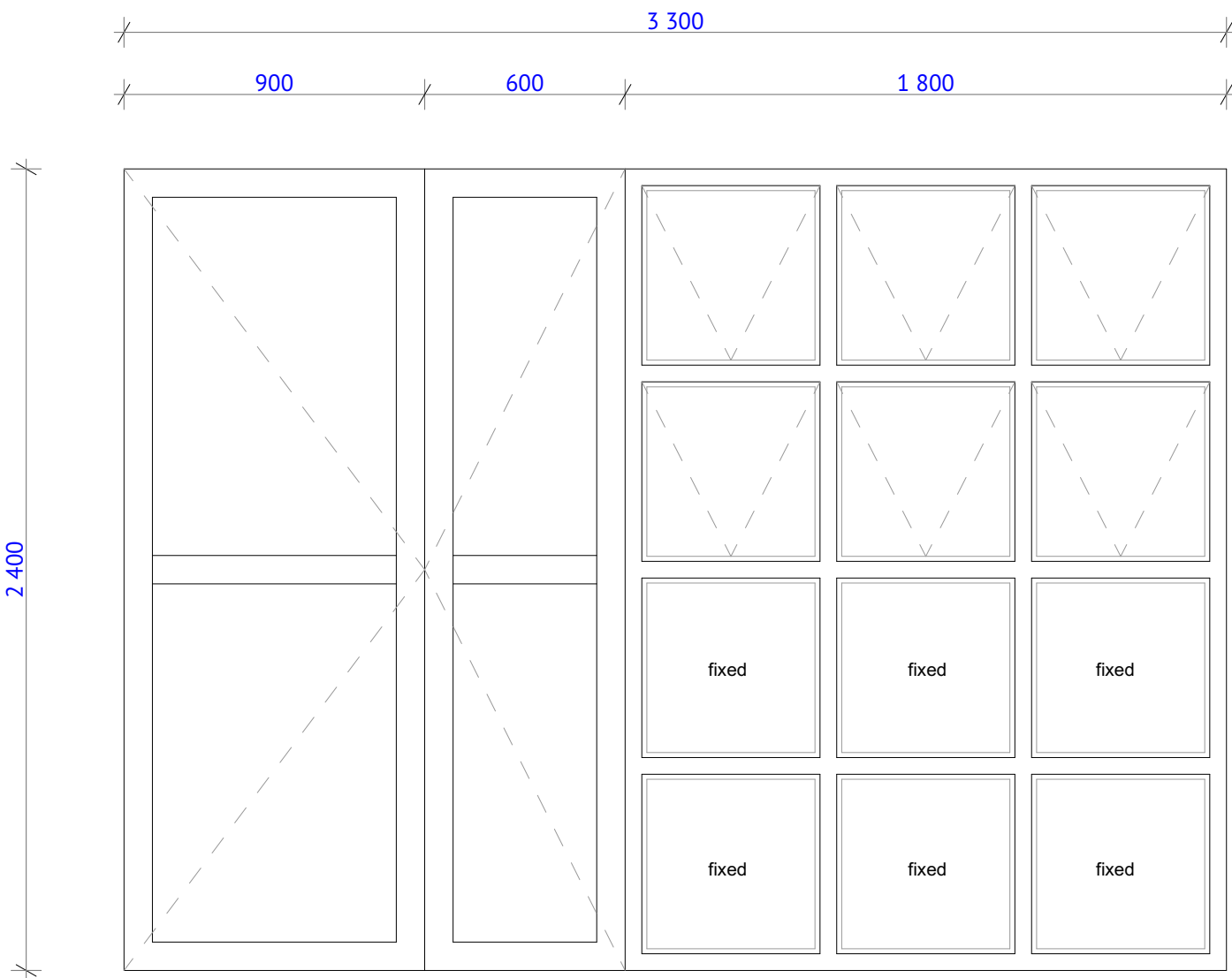


SP03B

NEW PANEL TO BE PROVIDED



PS01B



PS01

GENERAL NOTES

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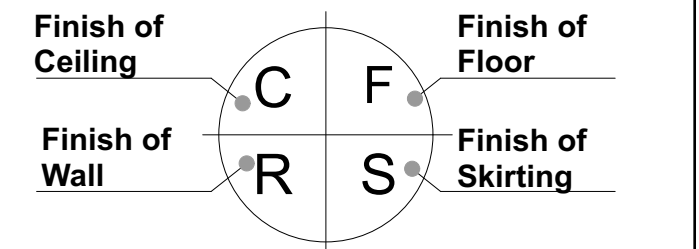
=Contractor(s) are to confirm all dimensions on site prior to commencement of construction and any discrepancies are to be reported to the Project Architect.

=Refer to all relevant drawings provided by:

Structural Engineers
Civil Engineers
Mechanical Engineers
Electrical Engineers

LOCATION PLAN

LEGEND TO FINISHES



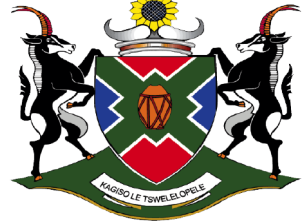
REFER TO THE FINISHES SCHEDULE PROVIDED ON SEPARATE BOOKLET

Revisions

A	10/05/2015	-Revisions as per legend on floor layout
B	02/07/2015	-Ventilation Louvres, V1, introduced above all patient room external windows
C	25/09/2017	-Window and door codes revised. -IT Server Room introduced - Electrical DB introduced - Prison type doors introduced -Toilets and showers in patient ablutions mirrored for ease of services

Rev No.	Date	Description
---------	------	-------------

DEPARTMENT OF HEALTH



Project:
THE PROPOSED COMMUNITY BASED CLINIC AT BOITEKONG CLINIC

Master plan reference:
PSYCHIATRIC UNIT

Drawing:
WINDOW AND DOOR PANELS

Status:
ASBUILT DRAWINGS

Drawn by : J
Designed by : H

SACAP Reg # : PrArch 21378 Drawing No. : 102/02

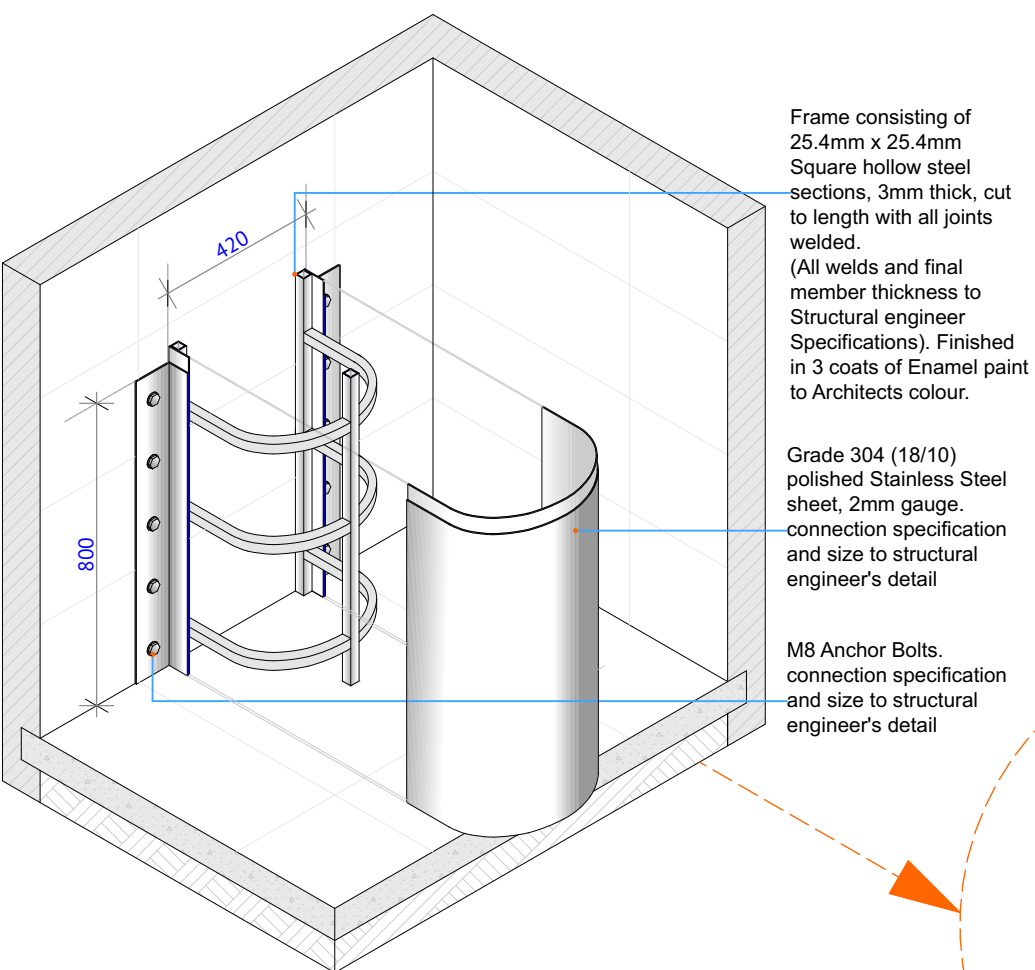
signature Date

Scale: 1:20 Revision No. : 0

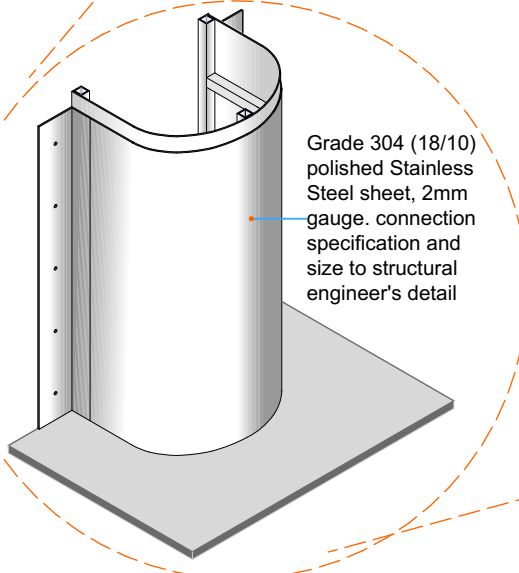
Date: NOVEMBER 2021 Project No: Paper Size: A1



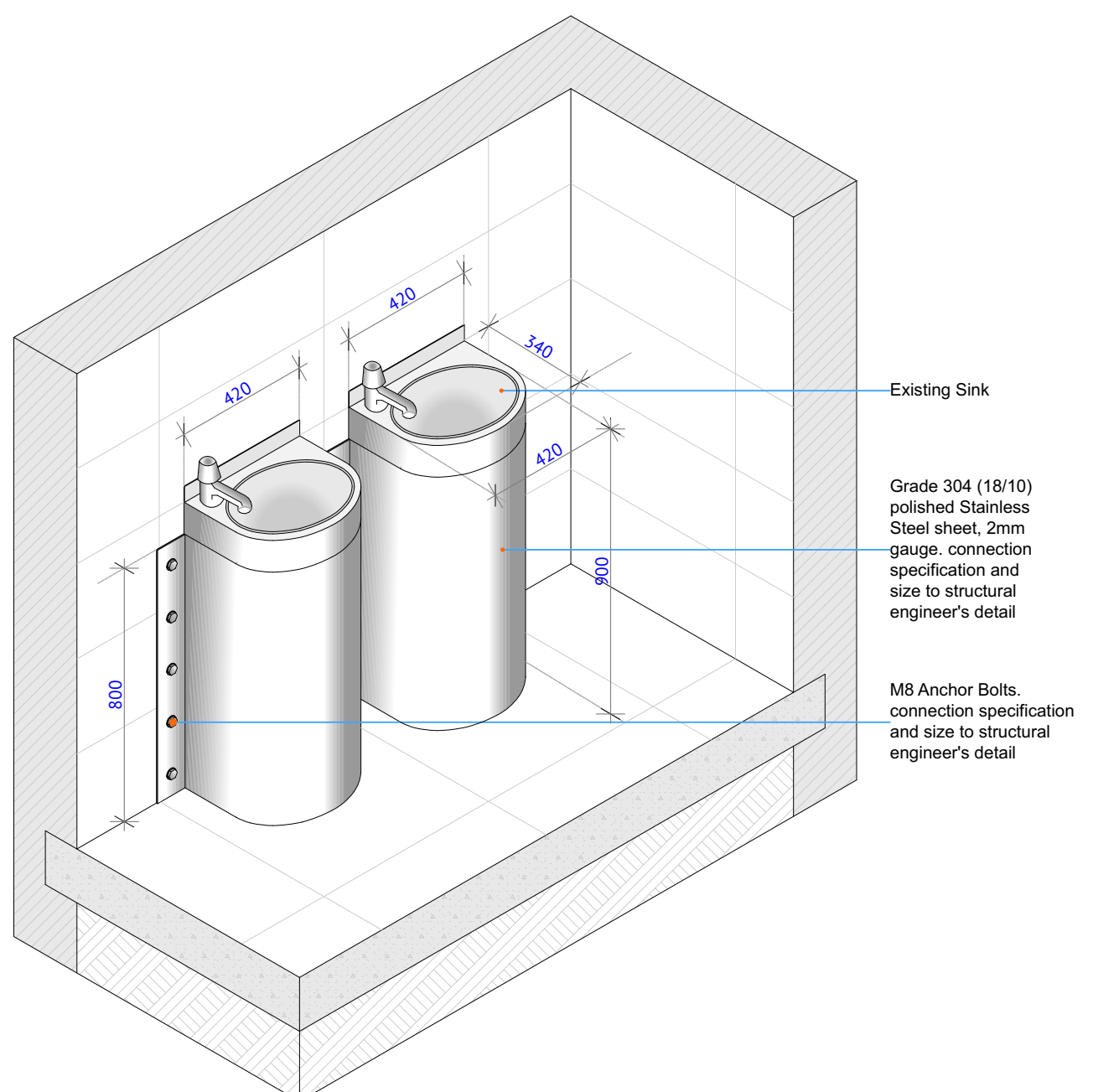
TOTAL QUANTITY REQUIRED = 07



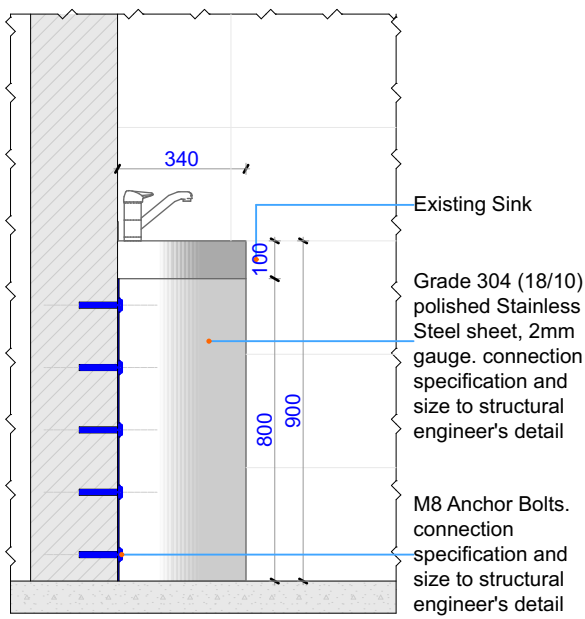
ISOMETRIC VIEW SHOWING THE MEMBERS
SCALE 1:20



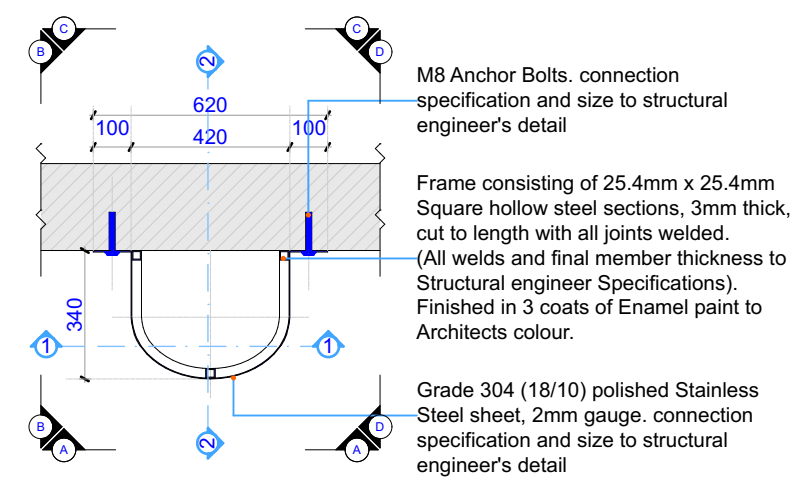
ISOMETRIC VIEW SHOWING DETAIL OF A SINK COVER
SCALE 1:20



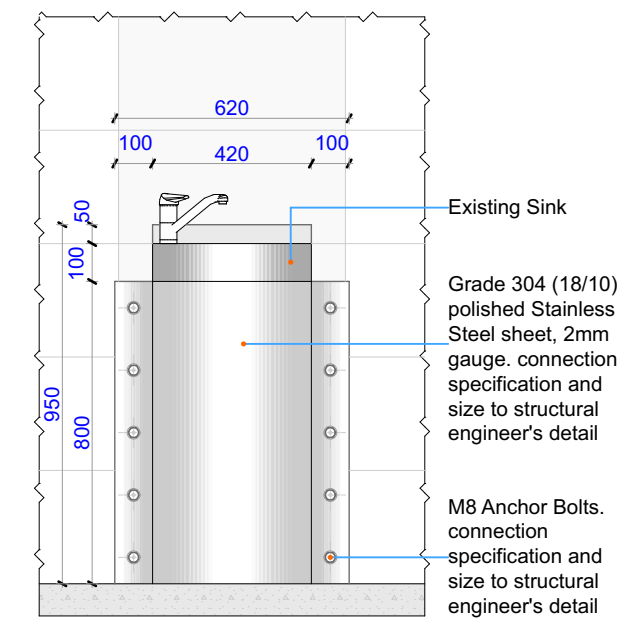
ISOMETRIC VIEW SHOWING DETAIL OF A SINK COVER WHERE 2 SINKS ARE PROVIDED TOGETHER
SCALE 1:20



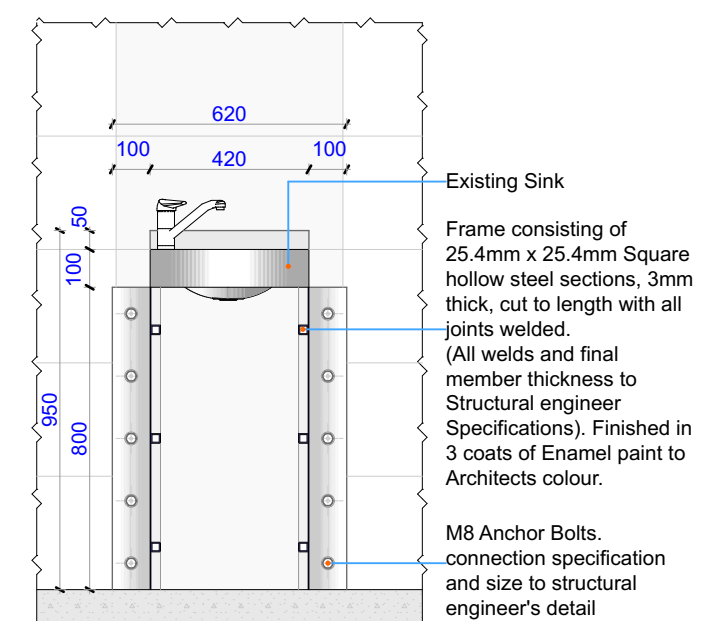
ELEVATION B
SCALE 1:20



PLAN
SCALE 1:20



ELEVATION A
SCALE 1:20



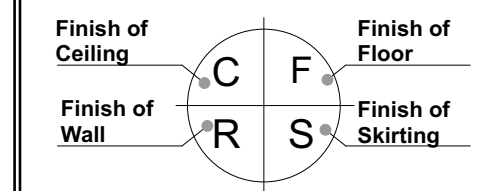
SECTION 1
SCALE 1:20

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 - Mechanical Engineers
 - Electrical Engineers

LOCATION PLAN

LEGEND TO FINISHES



REFER TO THE FINISHES SCHEDULE PROVIDED ON SEPARATE BOOKLET

Revisions

Rev No.	Date	Description
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DEPARTMENT OF HEALTH



Project: THE PROPOSED COMMUNITY BASED CLINIC AT BOTTEKONG CLINIC			
Master plan reference: PSYCHIATRIC UNIT			
Drawing: SINK COVER DETAILS			
Status: ASBUILT DRAWINGS			
Drawn by :	J		
Designed by :	H		
SACAP Reg # :	PrArch 21378	Drawing No. :	101/02
signature	Date		
Scale:	1:20	Revision No. :	0
Date:	NOVEMBER 2021		
Project No:		Paper Size:	A2



VANGUARD ARCHITECTS

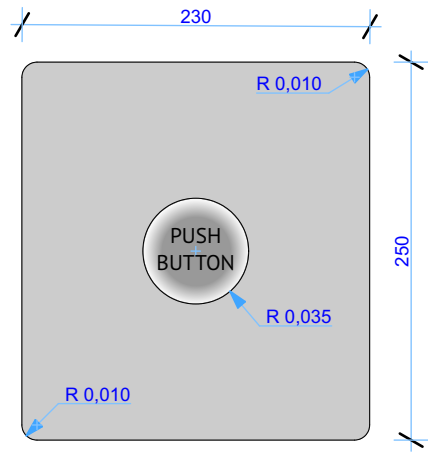
info@vanguardarch.com

DETAIL A01 - SINK COVER DETAILS

QUANTITY
REQUIRED =06

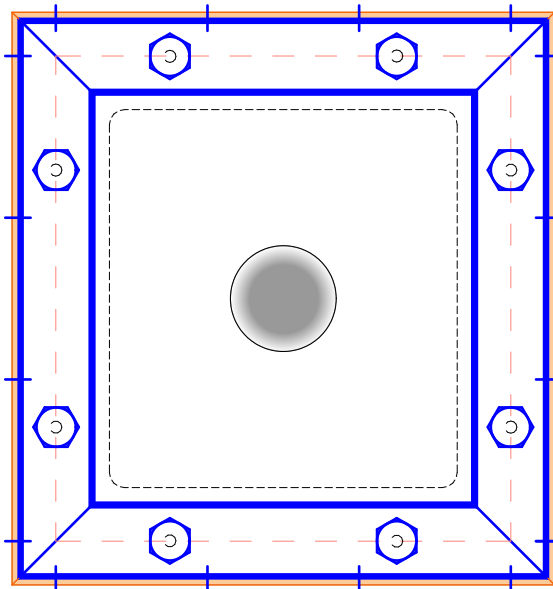
Already Installed Franke Flushing button
Mechanism to be Protected.

Note: The product is a vandal proof fitting
which requires additional protection and
is to be serviceable by maintenance staff
when required to do so

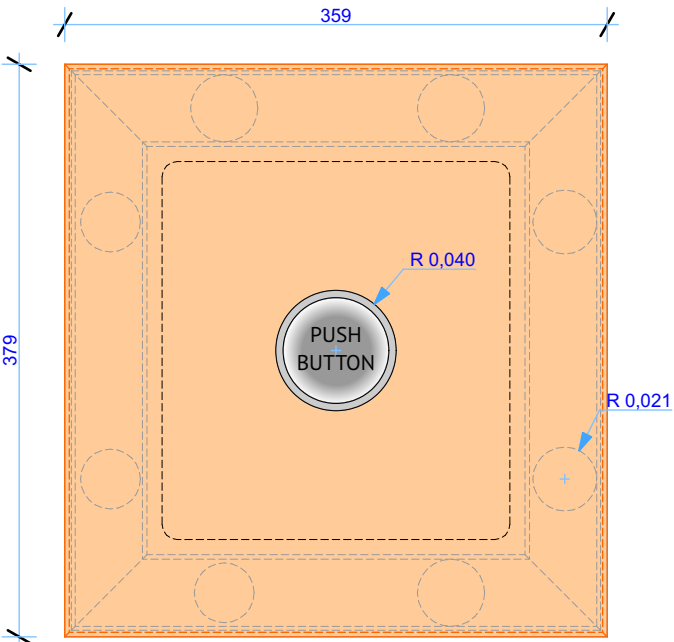


ELEVATION OF EXISTING INSTALLED FLUSHING BUTTON
SCALE: 1:5

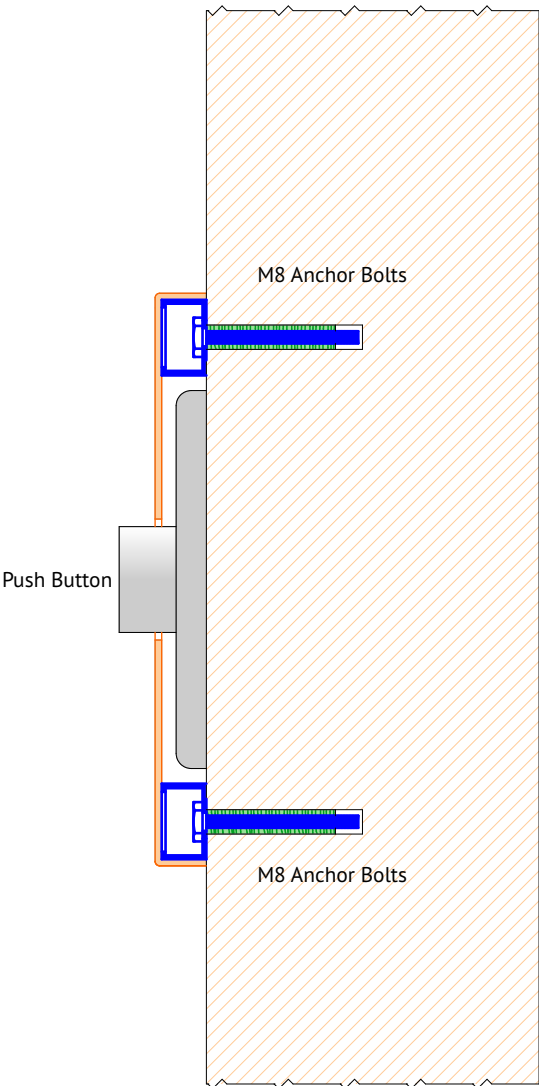
3mm thick square hollow section, size 50x
30mm



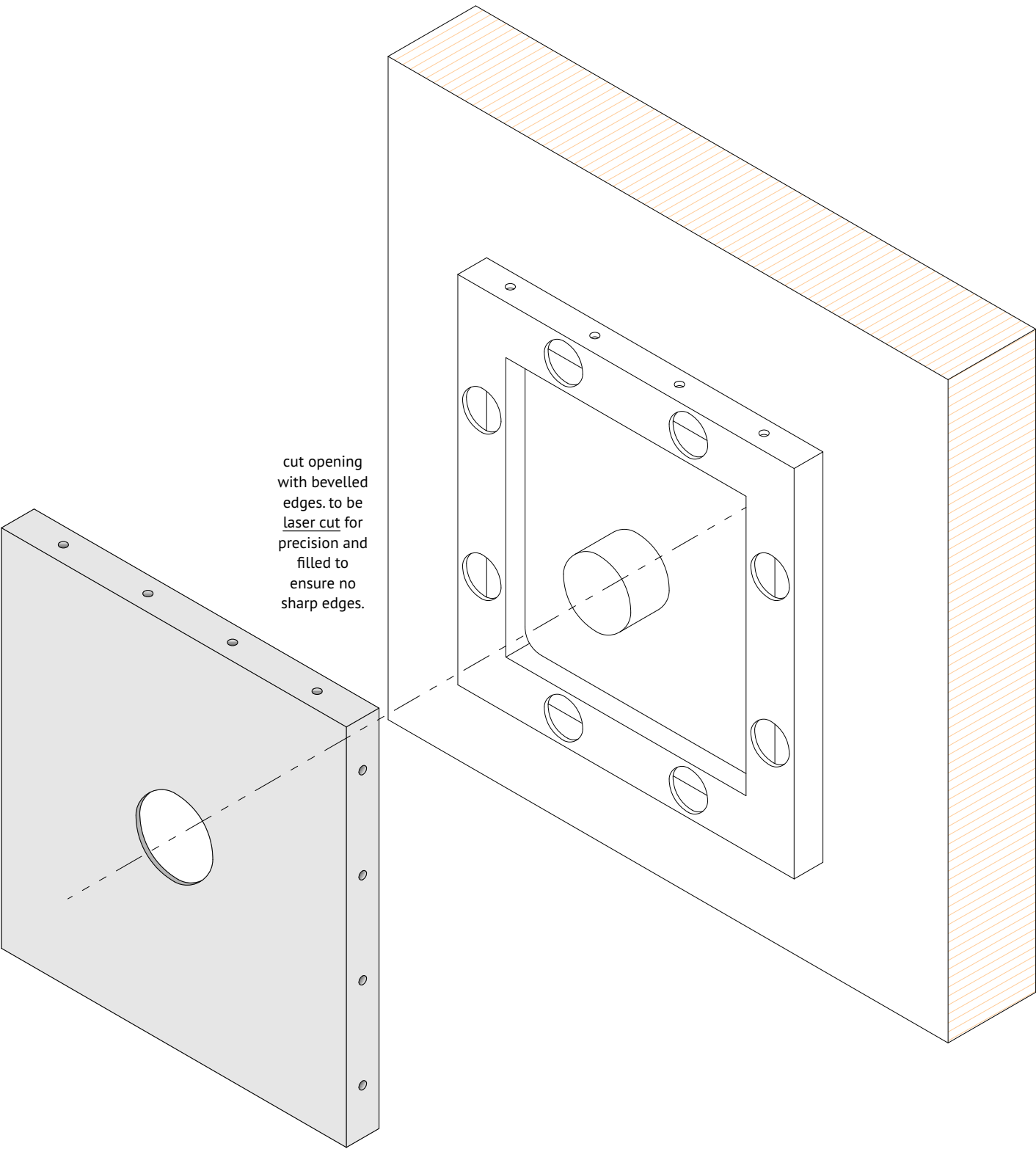
SECTION THROUGH FRAME OF PROTECTIVE COVER FIXED TO WALL
SCALE: 1:5



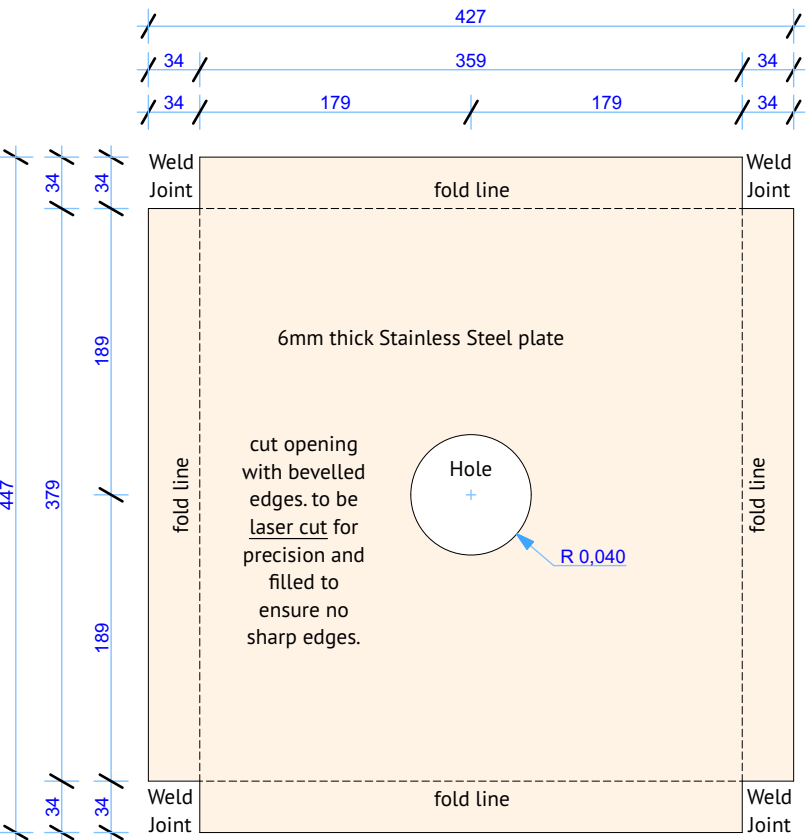
ELEVATION OF TO BE INSTALLED FLUSHING BUTTON COVER
SCALE: 1:5



VERTICAL SECTION
SCALE: 1:5



ISOMETRIC VIEW OF INSTALLATION
SCALE: 1:5



ELEVATION OF UNFOLDED, UNWELDED COVER PLATE FOR PROPORTIONS ONLY
SCALE: 1:5

GENERAL NOTES

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otherwise stated.

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from the drawing.

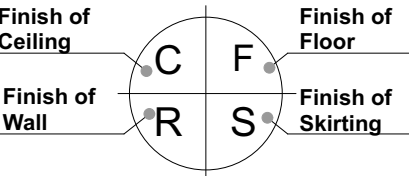
=Contractor(s) are to confirm all dimensions on
site prior to commencement
of construction and any discrepancies are to be
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Civil Engineers
Mechanical Engineers
Electrical Engineers

LOCATION PLAN

LEGEND TO FINISHES



REFER TO THE FINISHES SCHEDULE
PROVIDED ON SEPARATE BOOKLET

Revisions

Rev No.	Date	Description
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DEPARTMENT OF HEALTH

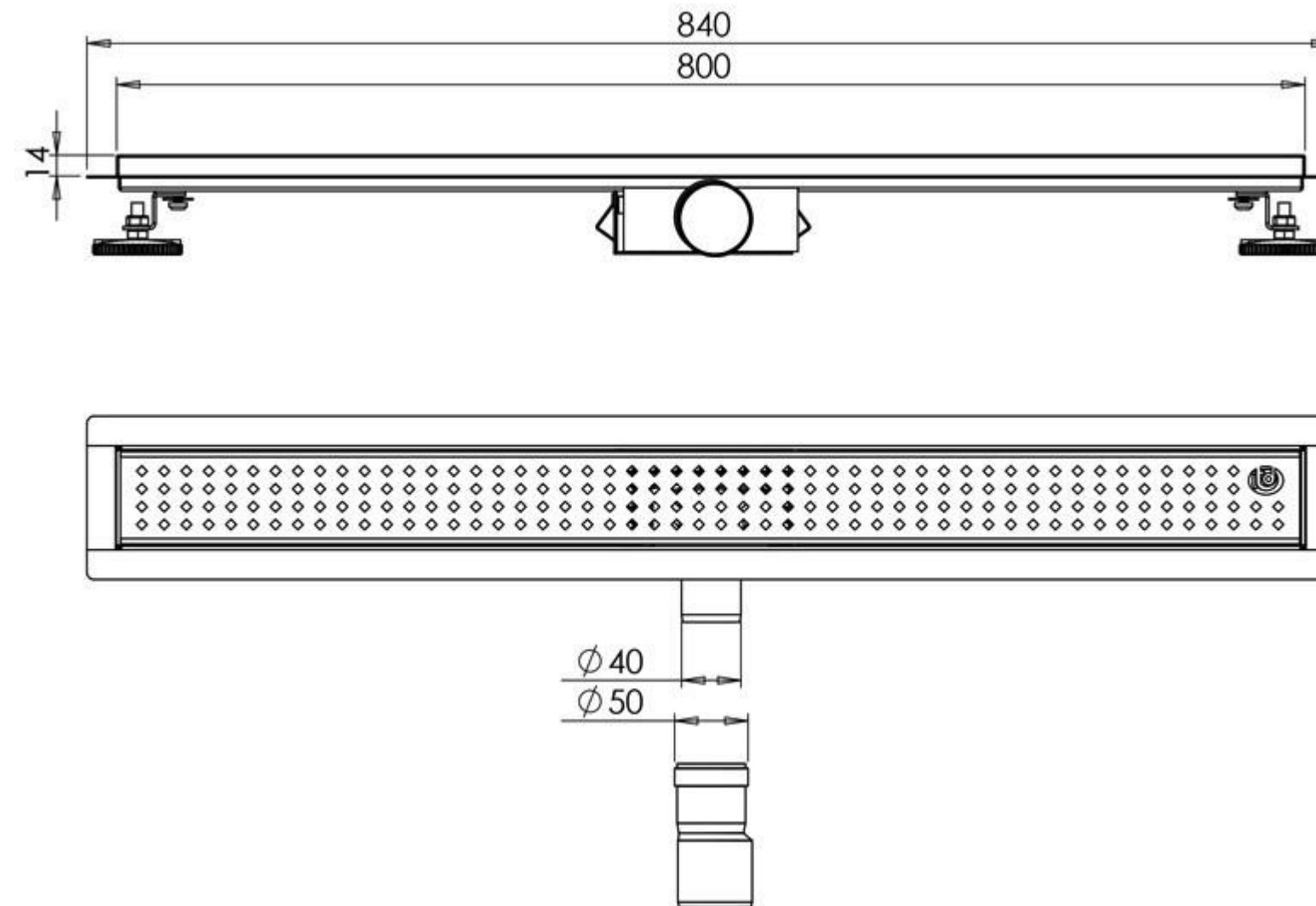


Project: THE PROPOSED COMMUNITY BASED CLINIC AT BOTTEKONG CLINIC		
Master plan reference: PSYCHIATRIC UNIT		
Drawing: PROTECTIVE COVER DETAILS		
Status: ASBUILT DRAWINGS		
Drawn by :	J	
Designed by :	H	
SACAP Reg # :	PrArch 21378	Drawing No. : 101/03
signature	Date	
Scale:	1:5	Revision No. : 0
Date:	NOVEMBER 2021	
Project No:		Paper Size: A2

VANGUARD
ARCHITECTS

info@vanguardarch.com

DETAIL A02 - PROTECTIVE COVER DETAILS



PATIENT SHOWER WASTE INSTRUCTION

Existing 110mm round shower waste to be removed and replaced with

" 800mm x 70mm ITD Lacey stainless steel shower waste stainless steel complete with adjustable legs for levels with a 50mm adaptor outlet."

matching 600mm x 600mm non slip tiles to be used to replace tiles broken in the process of the installation

Total Quantity required = 13 shower wastes

Approx tile area = 13m²

GENERAL NOTES

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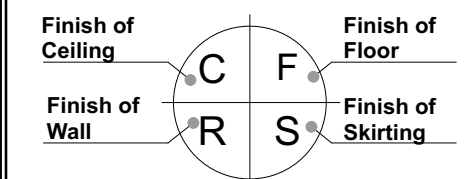
=Contractor(s) are to confirm all dimensions on site prior to commencement of construction and any discrepancies are to be reported to the Project Architect.

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Structural Engineers
Civil Engineers
Mechanical Engineers
Electrical Engineers

LOCATION PLAN

LEGEND TO FINISHES



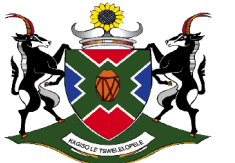
REFER TO THE FINISHES SCHEDULE PROVIDED ON SEPARATE BOOKLET

Revisions

A	10/05/2015	-Revisions as per legend on floor layout
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Rev No.	Date	Description
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DEPARTMENT OF HEALTH



Project:
THE PROPOSED COMMUNITY BASED CLINIC AT BOTTEKONG CLINIC

Master plan reference:
PSYCHIATRIC UNIT

Drawing:
SHOWER WASTE DETAILS

Status:
ASBUILT DRAWINGS

Drawn by : J
Designed by : H

SACAP Reg # : PrArch 21378 Drawing No. : 101/04

signature Date

Scale: 1:10 Revision No. : 0

Date: NOVEMBER 2021

Project No: Paper Size: A2



VANGUARD
ARCHITECTS

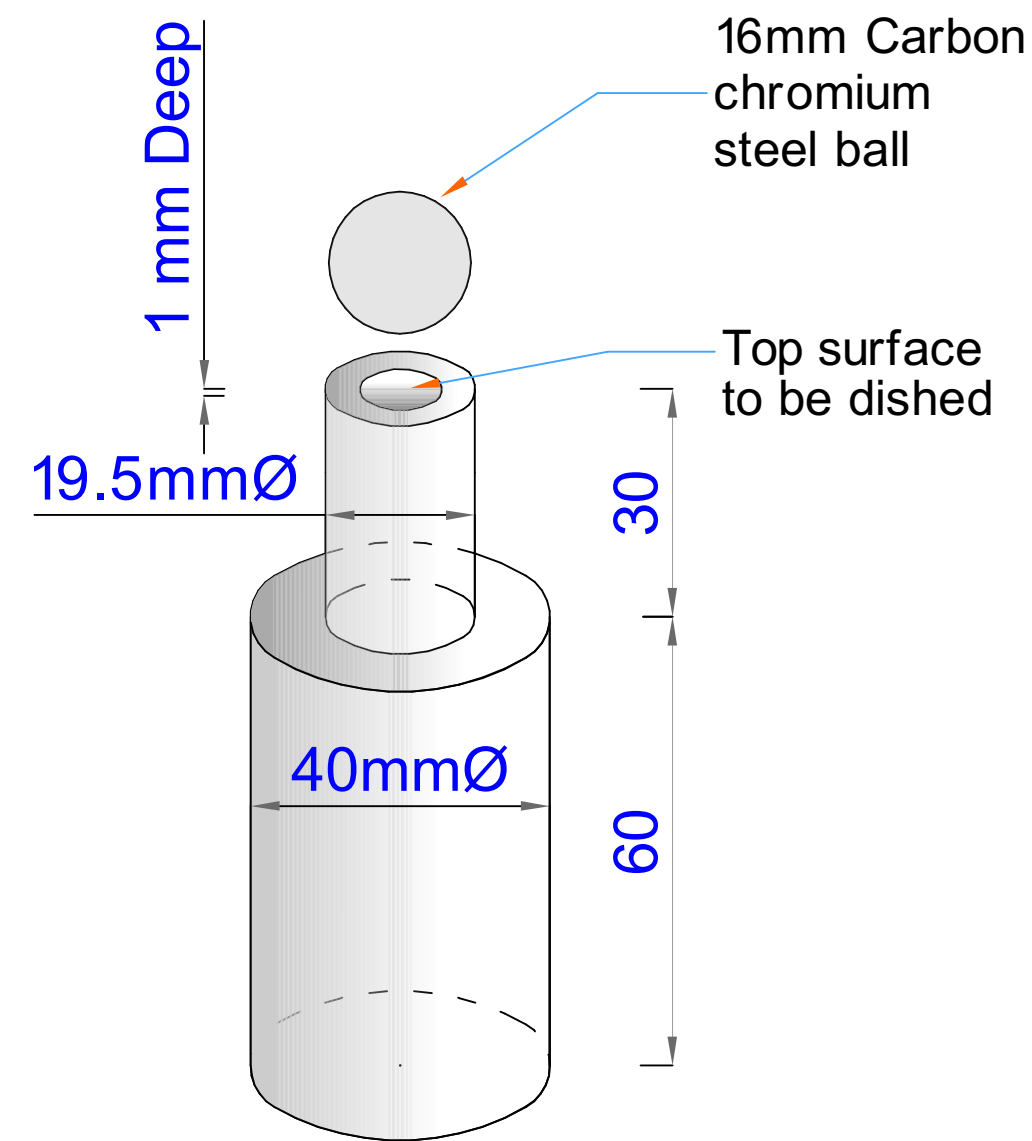
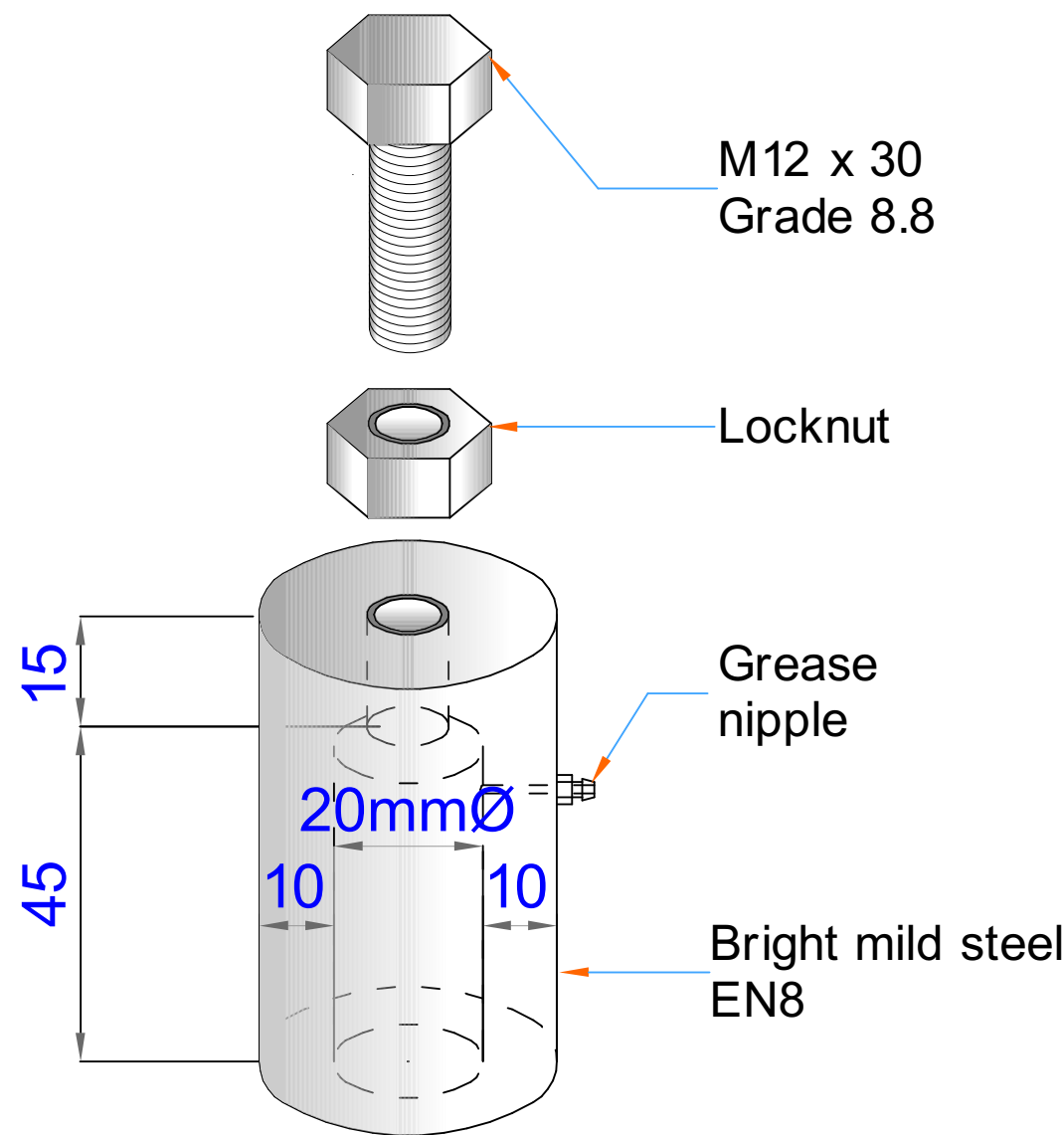
info@vanguardarch.com

DETAIL A03 - SHOWER WASTE DETAILS

**TOTAL QUANTITY OF HINGES
REQUIRED = 3 PER DOOR LEAF**

NOTE:

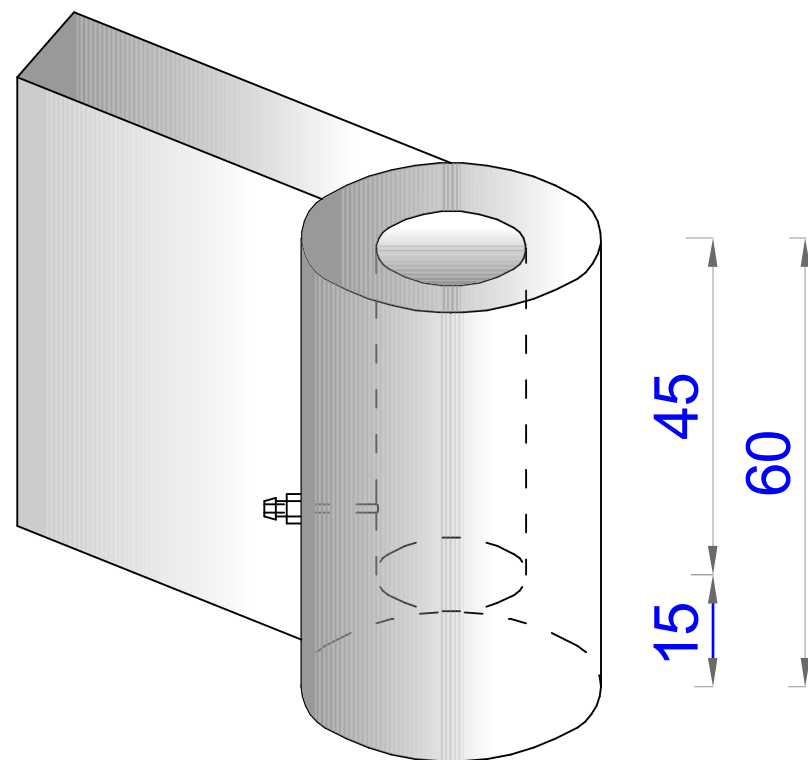
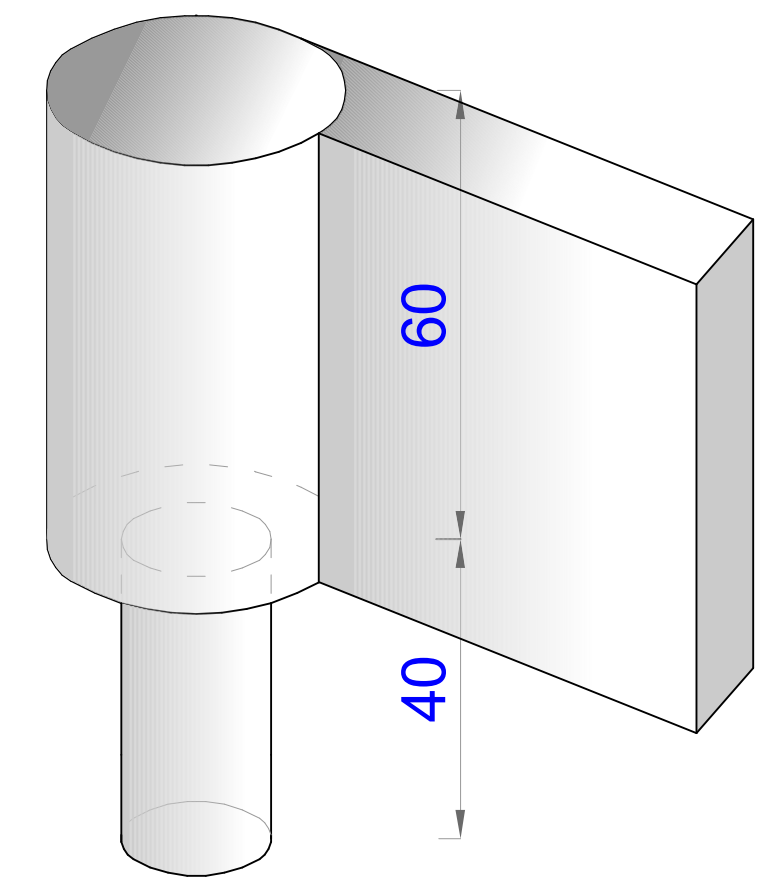
Fit Top & Bottom Hinges to Cell Door or Grille Gate to allow for sufficient play for at least 4 mm play either up or down.
Adjust setting bolts to the specified top gap between leaf and frame. There after weld middle hinge (up side down as shown) into place allowing a space of 4 mm between the two parts for further future adjustment.



TYPE A

Top & Bottom Hinge
Pin facing up

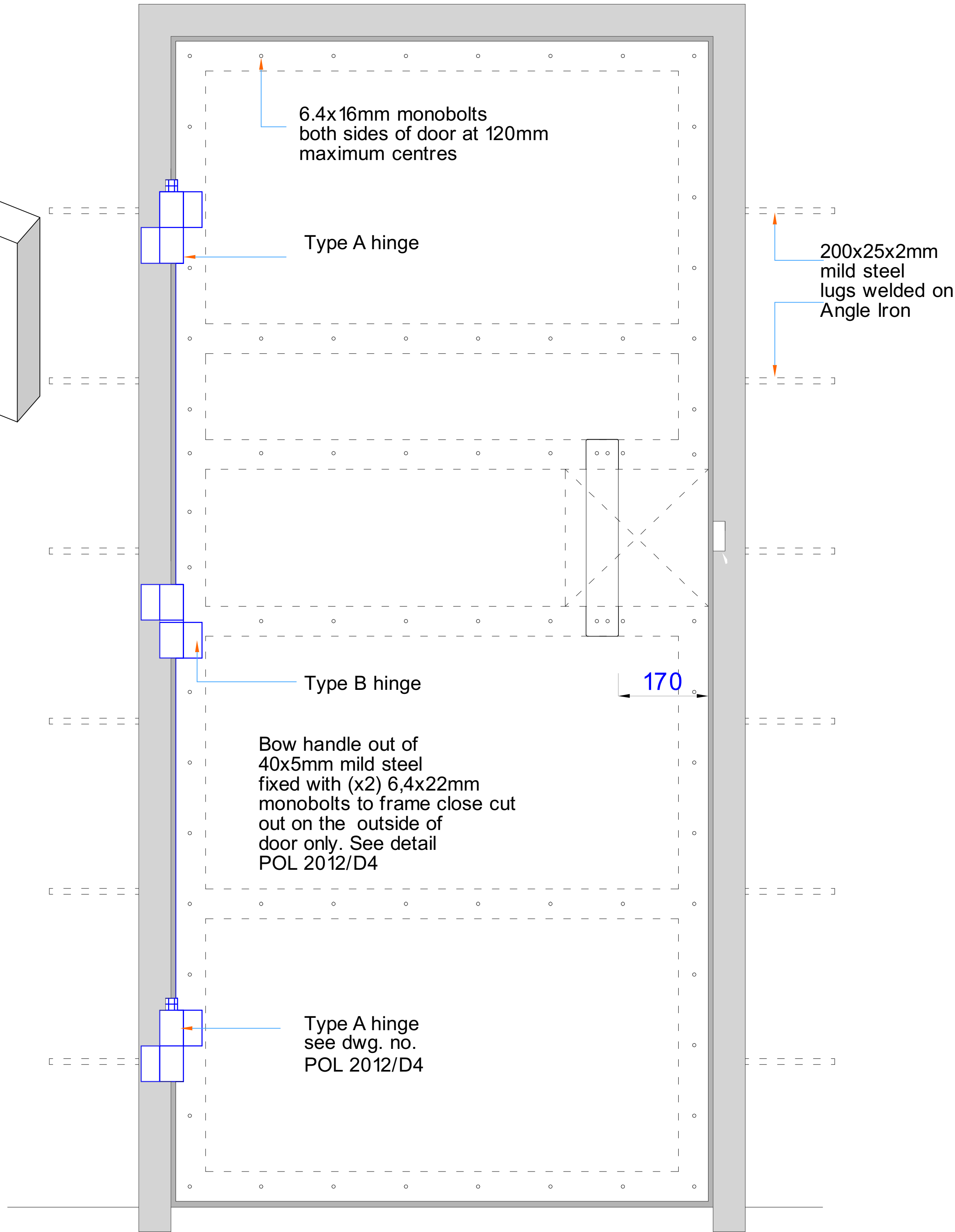
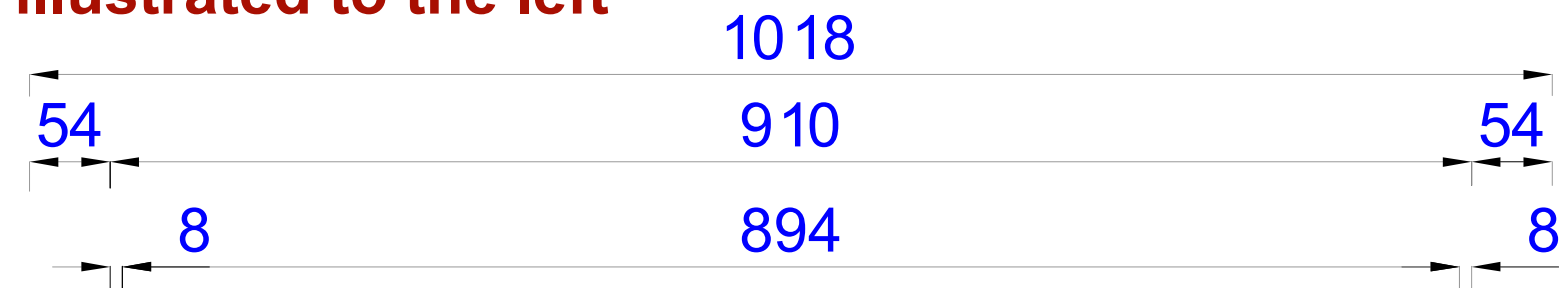
**DETAIL OF CELL DOOR HINGES
SCALE 1:2**



TYPE B

Middle Hinge
Pin Facing Down

NOTE: The Steel doors already exist and are installed. Contractor to price for removing of the existing piano hinges and re-installing the same door with the new hinges to be provided by the contractor as illustrated to the left



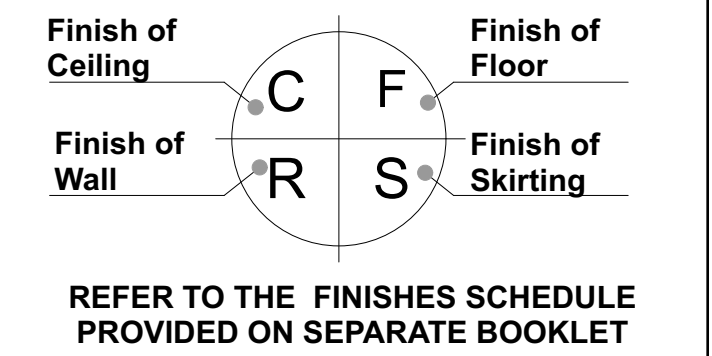
**ELEVATION OF SOLID STEEL DOOR
(TYPE T2) SCALE 1:10**

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 - Electrical Engineers

LOCATION PLAN

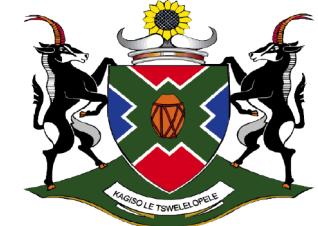
LEGEND TO FINISHES



Revisions

Rev No.	Date	Description
A	10/05/2015	-Revisions as per legend on floor layout
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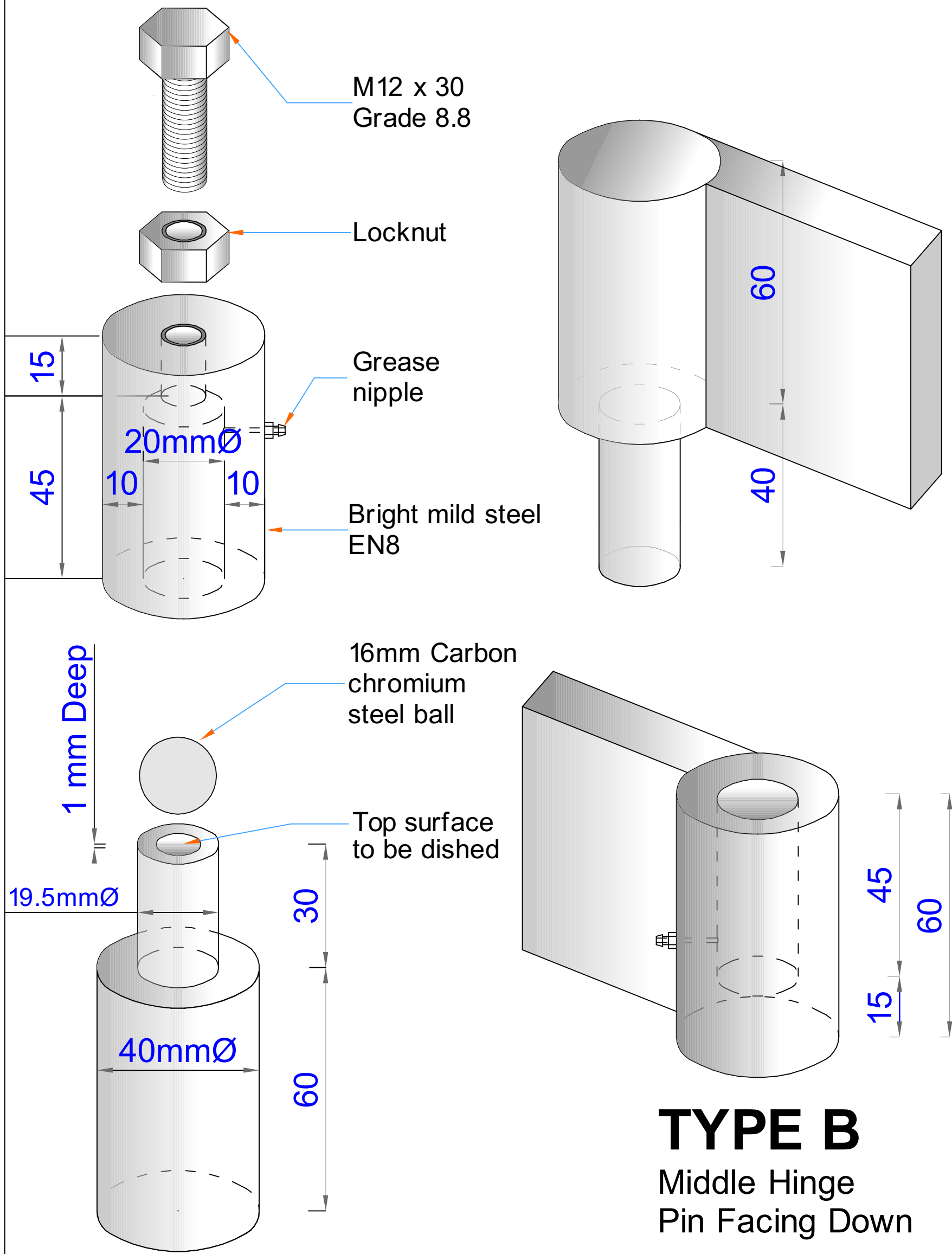
DEPARTMENT OF HEALTH



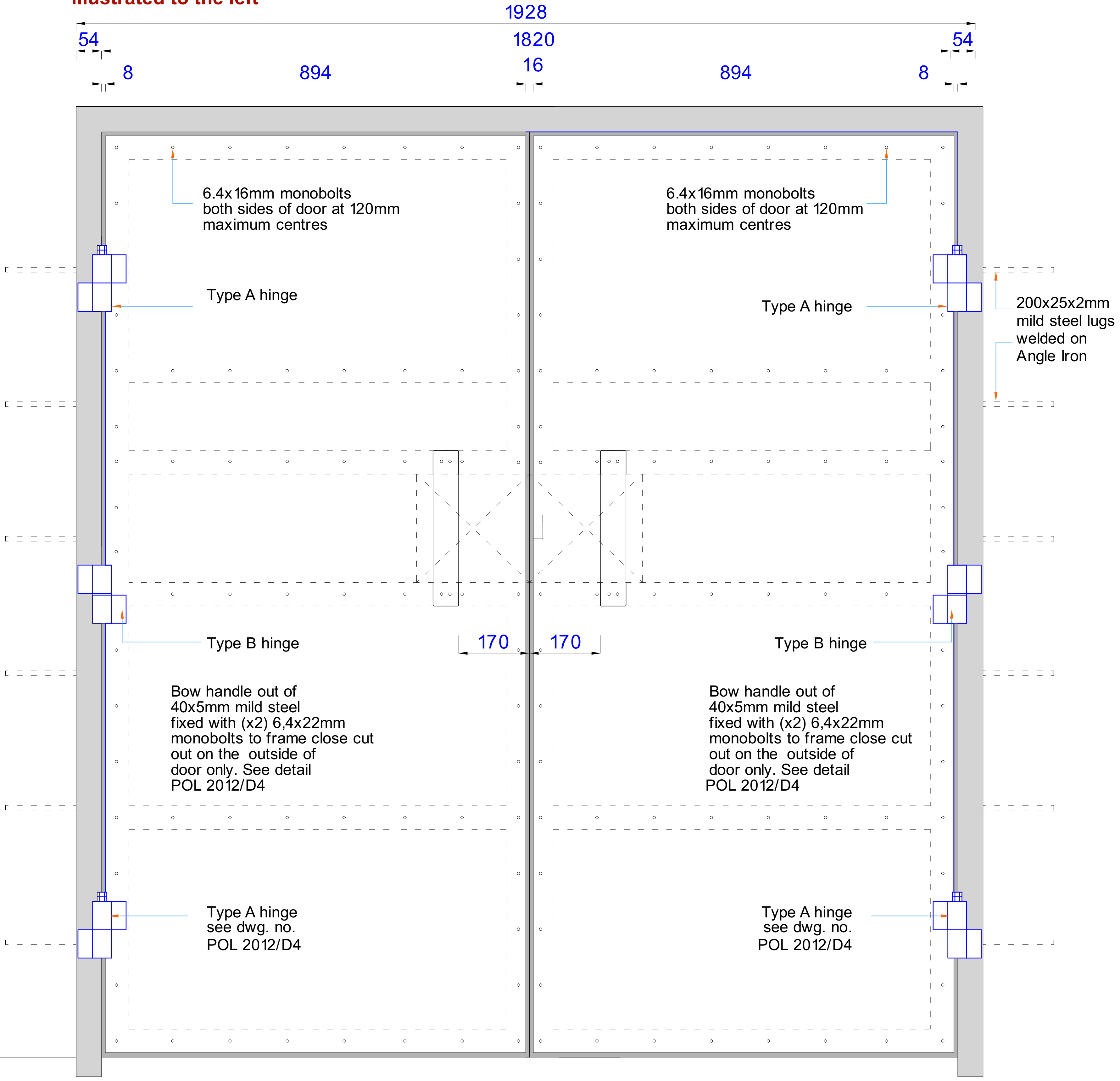
Project: THE PROPOSED COMMUNITY BASED CLINIC AT BOITEKONG CLINIC		
Master plan reference:		
Drawing: STEEL DOOR HINGES - PAGE 01		
Status: ASBUILT DRAWINGS		
Drawn by : J	Designed by : H	
SACAP Reg # : PrArch 21378	Drawing No. : 100/05	
signature	Date	
Scale: 1:5	Revision No. : 0	
Date: NOVEMBER 2021	Project No:	Paper Size: A1

TOTAL QUANTITY OF HINGES
REQUIRED = 3 PER DOOR LEAF

NOTE:
Fit Top & Bottom Hinges to Cell Door or Grille Gate
to allow for sufficient play for at least 4 mm play
either up or down.
Adjust setting bolts to the specified top gap between
leaf and frame. There after weld middle hinge (up side
down as shown) into place allowing a space of 4 mm
between the two parts for further future adjustment.



NOTE: The Steel doors already exist and are installed. Contractor to price for removing of the existing piano hinges and re-installing the same door with the new hinges to be provided by the contractor as illustrated to the left

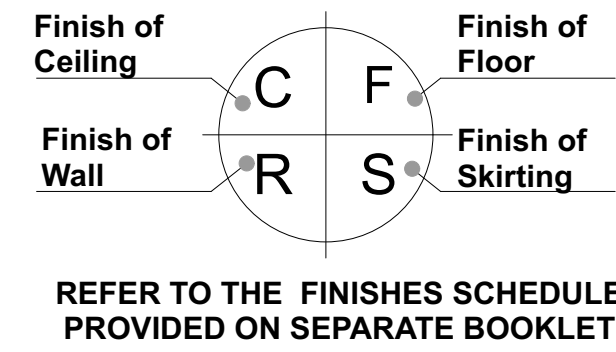


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LOCATION PLAN

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DEPARTMENT OF HEALTH



Project:	THE PROPOSED COMMUNITY BASED CLINIC AT BOITEKONG CLINIC		
Master plan reference:			
Drawing:	STEEL DOOR HINGES - PAGE 02		
Status:	ASBUILT DRAWINGS		
Drawn by :	J		
Designed by :	H		
SACAP Reg # :	PrArch 21378	Drawing No. :	100/06
signature	Date		
Scale:	1:5	Revision No. :	0
Date:	NOVEMBER 2021		
Project No:		Paper Size:	A1