

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS**



KWAZULU-NATAL PROVINCE

**PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA**

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

VOLUME TWO

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE
GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND
REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE
DISTRIBUTION SYSTEM**

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Regional Manager
KZN Department of Public Works
X54336
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Tel Number: 031-203 2210

Fax Number: 031-261 5044

Tender Number: ZNTD05012W

CIDB Grading: 4EP of Higher

ECDP Number: N/A

Project Code: 073335

Document Date: As Per Tender Advert

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA
MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV
SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM**



KWAZULU-NATAL PROVINCE
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REPUBLIC OF SOUTH AFRICA

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THE CONTRACT

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C1 - AGREEMENT AND CONTRACT DATA



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FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNTD05012W



KWAZULU-NATAL PROVINCE
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**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL
HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE
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C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER
RETURNABLE DOCUMENTS.



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C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA: with GCC for Construction Works - Second Edition 2010	
CONTRACT DATA FOR: KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM	
Tender no: ZNTD05012W	
	The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.
	CONTRACT SPECIFIC DATA The following contract specific data are applicable to this contract:
	CONTRACT VARIABLES This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement . Spaces requiring information must be filled in, shown as 'not applicable' or deleted <u>but not left blank</u> . Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets. The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.
Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:	
	PRE-TENDER INFORMATION
	CONTRACTING AND OTHER PARTIES
[1.1.1.15]	Employer: Head: Public Works (KZN Department of Health: Province of KwaZulu-Natal) Postal address: Private Bag X 9041 PIETERMARITZBURG 3200 Tel: 033 - 8971399 Fax: 033 - 8971300
[1.2.1.2]	Physical address: 191 Prince Alfred Street PIETERMARITZBURG 3200
[1.1.1.16]	Employers Agent 1 Mxolisi Myeza Agent's service: KZN Department of Health Postal address: 310 Jabu Ndlovu Street Pietermaritzburg 3201 Tel: 033 940 2518 Fax: 033 345 4433
	Employers Agent 2 Justice Bhengu Agent's service: SMEC South Africa (Pty) Ltd Postal address: PO Box 1502 Westville 3629 Tel: 0312776600 Fax: 0312776700
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works
	Latent Defect Period
[5.16.3]	The latent defect period is: 5 years after the Final Approval Certificate
	Documentation required before Commencement of the Works:
[5.3.1]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.

[5.6]	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee	The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance	The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Programme	The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements	
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days	
	Non-Working days	
[5.8.1]	Non-Working days	Sundays
	Special non- working days	All Nationally Recognized Public Holidays and the year end break
[5.8.1]	First Year end break - commences	16-Dec-22
	ends on	09-Jan-23
	Second Year end break - commences	N/A
	ends on	N/A
	Third Year end break - commences	N/A
	ends on	N/A
	Fourth Year end break - commences	N/A
	ends on	N/A
[3.1.3]	Engineer/Principal Agent to consult with Employer	
	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.	
	Security	
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.	
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option	
	Commencement Date	
	Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.	

	<p>The 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)</p> <p>The agreement ("this document") consists of; 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above.</p> <p>(See Form of Offer and Acceptance)</p>											
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.											
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one fully signed copy of the Form of Offer and Acceptance from the employer.											
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.											
	CONTRACT DETAILS											
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.											
[1.1.1.30]	Site description: Refer to document C4 – Site Information.											
	Specific options that are applicable to a State organ only Where so :											
[6.10.6.2]	<p>1) Interest rate legislation: (a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the employer, 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</p> <p>2) Lateral support insurance to be effected by the contractor: <table border="1"><tr><td>Yes</td><td>X</td><td>No</td></tr></table></p> <p>3) Payment will be made for materials and goods <table border="1"><tr><td>Yes</td><td>X</td><td>No</td></tr></table></p> <p>4) Dispute resolution by litigation <table border="1"><tr><td>Yes</td><td></td><td>No</td><td>X</td></tr></table></p> <p>5) Extended defects liability period applicable to the following elements: <table border="1"><tr><td>Electrical, Mechanical and Civil work</td></tr></table></p>	Yes	X	No	Yes	X	No	Yes		No	X	Electrical, Mechanical and Civil work
Yes	X	No										
Yes	X	No										
Yes		No	X									
Electrical, Mechanical and Civil work												
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is: <table border="1"><tr><td>R0,00</td></tr></table>	R0,00										
R0,00												
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price											
[8.6.1.3]	The limit for indemnity for liable insurance is: <table border="1"><tr><td>Unlimited</td></tr></table>	Unlimited										
Unlimited												
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is: <table border="1"><tr><td>33,30%</td></tr></table>	33,30%										
33,30%												
[1.1.1.14]	Practical Completion Date The Practical Completion date is: A time measured from the Commencement date.											
[5.5.1]	For the works as a whole: The whole of the works shall be completed within: <table border="1"><tr><td>06</td><td>Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).</td></tr></table>	06	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).									
06	Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).											
[5.5.1]	The date for practical completion shall be <table border="1"><tr><td>To be determined</td></tr></table>	To be determined										
To be determined												
[5.13.1]	The penalty per calendar day shall be : <table border="1"><tr><td>0.04% of the Contract Price, rounded to the nearest R10</td></tr></table>	0.04% of the Contract Price, rounded to the nearest R10										
0.04% of the Contract Price, rounded to the nearest R10												
	For the works in sections: The date for practical completion from the commencement date and the penalty per calendar day:											
[5.5.1]	Portion 1: 3 Calendar Months											
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10											
[5.5.1]	Portion 2: N/A											
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10											
[5.5.1]	Portion 3: N/A											
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10											
[5.5.1]	Portion 4: N/A											
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10											
[5.5.1]	Portion 5: N/A											
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10											

	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80,00%
[6.10.3]	<p>Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.</p> <p>Maximum retention is: 0,00% of the Contract Price</p>
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the <u>construction period exceeds 6 months and the contract exceeds R1,000,000.00</u> , be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule."
[6.8.3]	must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013)
[6.8.3]	where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[5.14.5]	The following clause must be added to clause 5.14.5:
	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted.
	Alternative Indices: Not Applicable
	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
	Clause
[1.1]	[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
	[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.
	[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.
	CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.
	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 practise 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 – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:
	(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
	(b) in respect of interest owed to the employer, 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
	[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)

	[1.1.1.21]	GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
	[4.4.1]	Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"
	[6.2.1]	Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS".
	[6.10.6.2]	Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."
[5.12.3]		SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following: <i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i> 5.12.3.1 Failure to give possession of the site to the contractor. 5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk. 5.12.3.3 Contract instructions not occasioned by default by the contractor. 5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor. 5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met. 5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent. 5.12.3.7 Insolvency of a nominated subcontractor. 5.12.3.8 A direct contractor. 5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents. 5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate. 5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible. 5.12.3.12 Suspension of the works."
[5.14.5.1]		Omit entire clause 5.14.5.1
[5.16.4]		Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."
[6.2.2]		Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."
[6.2.3]		Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their
[9.3.2.2]		Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property." Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer , together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer . (c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works. (d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer , together with the Engineer's recommendations, to the Employer for determination. (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer , to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the
		MANAGING PROJECT DURATION (a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item. (b) Activity-and total float shall belong to the Employer. (c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract. The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision. The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill. Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.
		INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE (a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above. (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met: (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

		<ol style="list-style-type: none"> 1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted. 2. No claims for stoppages less than 2(two) hours per day shall be considered. 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days. 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage. 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date. 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme. 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted. 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days. 9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="2" rowspan="2">Description</th> <th colspan="5">Months</th> <th rowspan="2">Total</th> </tr> <tr> <th>Sept</th> <th>Oct</th> <th>Nov</th> <th>Dec</th> <th>Jan</th> </tr> <tr> <th colspan="2"></th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> <th>Hours</th> </tr> </thead> <tbody> <tr> <td>Programmed</td> <td>Rain days</td> <td>0</td> <td>30</td> <td>30</td> <td>15</td> <td>15</td> <td>90</td> </tr> <tr> <td>Actual</td> <td>Rain days</td> <td>16</td> <td>22</td> <td>35</td> <td>15</td> <td>18</td> <td>106</td> </tr> <tr> <td colspan="2">Difference</td> <td>-16</td> <td>8</td> <td>-5</td> <td>0</td> <td>-3</td> <td>-16</td> </tr> <tr> <td colspan="6"></td> <td>Estimated Extension of time - in working days</td> <td>2</td> </tr> </tbody> </table> <p style="margin-top: 5px;">8 hrs/day* See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.</p>	Description		Months					Total	Sept	Oct	Nov	Dec	Jan			Hours	Hours	Hours	Hours	Hours	Hours	Programmed	Rain days	0	30	30	15	15	90	Actual	Rain days	16	22	35	15	18	106	Difference		-16	8	-5	0	-3	-16							Estimated Extension of time - in working days	2
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Tender no:	ZNTD05012W	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:																																																					
POST-TENDER INFORMATION																																																							
Note: All information for this section requires consultation with the Contractor . The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor .																																																							
1 CONTRACT DETAILS																																																							
[1.1.1.9]	Contractor Name: _____																																																						
[1.1.1.2]	Postal address: _____ _____ _____																																																						
	Tel no _____	Fax no _____																																																					
	Tax / VAT Registration No: _____	e-mail address _____																																																					
	Physical address: _____ _____ _____																																																						
[1.1.1.10]	The accepted contract price inclusive of tax is R : _____ <i>[Amount in words]</i> _____ Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																						
	The preliminaries amounts shall be paid in terms of:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">*Alternative A</td> <td style="width: 50%; text-align: center;">Yes</td> </tr> <tr> <td>**Alternative B</td> <td style="text-align: center;">N/A</td> </tr> </table>	*Alternative A	Yes	**Alternative B	N/A																																																	
*Alternative A	Yes																																																						
**Alternative B	N/A																																																						
<i>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</i> <i>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</i>																																																							
If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows; 10% of the General Items/Preliminaries amount shall not be varied 15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum 75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.																																																							
Alternative A	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																						
	For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:- - An amount which shall not be varied. - An amount varied in proportion to the contract value as compared to the Contract Sum. - An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement. The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows; 10% of the amount shall not be varied																																																						

	<p>15% varied in proportion of the Contract Value to the Contract Sum</p> <p>75% varied in proportion to the revised Construction period compared with the initial Construction Period</p>	
	<p>Sectional Completion : Subdivision of Preliminaries Costs</p> <p>For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.</p> <p>The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.</p>	
	<p>When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.</p> <p>Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.</p>	
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">YES</div> <small>yes / no</small>	
Alternative B	<p>The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.</p>	
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">NO</div> <small>yes / no</small>	
	<p>The contractor is informed that only option 'A' shall apply</p>	
<p>2 DOCUMENTS</p>		
	<p>Contract documents marked and annexed hereto:</p>	
	<p>Priced Bills of Quantities:</p>	<p>Yes <input style="width: 100px;" type="text"/> No <input style="width: 100px;" type="text"/></p>
	<p>Lump Sum document :</p>	<p>Yes <input style="width: 100px;" type="text"/> No <input style="width: 100px;" type="text"/></p>
	<p>Guarantee Options:</p>	
	<p>Not applicable</p>	
	<p>2.2 DESIGN BRIEF</p>	
	<p>Not applicable</p>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> YES or NO
	<p>2.3 DRAWINGS</p>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> YES or NO
	<p>See list of drawings/Annexure's attached to this document.</p>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> YES or NO
	<p>2.4 DESIGN PROCEDURES</p>	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> YES or NO
	<p>Not applicable</p>	
	<p>Contract drawings:</p>	<p>Yes <input style="width: 100px;" type="text"/> No <input style="width: 100px;" type="text"/></p>
	<p>Other documents:</p>	
	<p>Waiver of the Contractors lien or right of continuing possession is required.</p>	
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">YES</div>	
<p>GUARANTEE OPTIONS</p>		
	<p>The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.</p>	
	<p>Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act (Long Term Insurance Act No 52 of 1998 or Short Term Insurance Act No 53 of 1998) or by a bank duly registered in terms of the Banks Act No 94 of 1990, on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>	

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced by the Employer in terms of the applicable conditions of contract.	
(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below: select one option	
(i) cash deposit of 10 % of the Contract Price	
(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price	
(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	
(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)	
<p>NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.</p>	
3 SIGNATURES OF THE CONTRACTING PARTIES	
Thus done and signed at.....onof.....20.....	
Name of signatory	for and behalf of the Employer who by signature hereof
Capacity of signatory	as Witness.
Thus done and signed at.....onof.....20.....	
Name of signatory	for and behalf of the Contractor who by signature hereof
Capacity of signatory	as Witness.



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND
UPGRADE TO THE DISTRIBUTION SYSTEM**

C1.3 - FORM OF GUARANTEE

**C1.3 PERFORMANCE GUARANTEE -
GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)**

Head: Public Works
KZN Department of Public Works:
Private Bag X 9041
PIETERMARITZBURG
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNTD05012W

Project Code 073335

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Public Works

"Contractor" means: _____

"Engineer" means: _____

"Works" means:

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE
GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND
REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE
DISTRIBUTION SYSTEM**

"Site" means: _____

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

"Contract Sum" means: The accepted amount inclusive of tax of: _____

Amount in Words:

"Guaranteed Sum" means: The maximum aggregate amount of: 10% _____
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3,1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3,2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4,1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4,2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4,3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5,1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5,2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5,3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND
UPGRADE TO THE DISTRIBUTION SYSTEM**

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS GCC FOR CONSTRUCTION WORKS (Second Edition 2010)			
Project title:	KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM		
Tender no:	ZNTD05012W	Project Code:	073335

C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
1	<p>MASSSES AND MEASURING UNITS</p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
2	<p>PRICES FOR VARIATIONS</p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>SCALE</p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.</p>

5	<p>TIMELY ORDERING OF MATERIALS</p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods.</p> <p>Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
6	<p>ELECTRICAL LIGHTING, POWER AND WATER</p> <p>The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer.</p> <p>The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.</p> <p>Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.</p>
7	<p>IMPORT PERMITS, DUTIES AND SURCHARGES.</p> <p>All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS</p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;">Standard System of Measuring Builders Work (7th Edition)</p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>
9	<p>PRICING OF ROCK EXCAVATIONS</p> <p>It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.</p>

10	<p>BROAD BASED BLACK ECONOMIC EMPOWERMENT</p> <ol style="list-style-type: none"> 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender. 				
11	<p>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</p> <ol style="list-style-type: none"> 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information. 5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder: <table border="1" style="width: 100%;"> <tr> <td style="width: 40%;">Name of Supplier</td> <td></td> </tr> <tr> <td>Central Supplier Database (CSD) Supplier Number:</td> <td></td> </tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					

12	<p>TAX CLEARANCE REQUIREMENTS</p> <p>It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</p> <ol style="list-style-type: none"> 1 In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders. 2 SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za. 6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za. <table border="1" data-bbox="263 974 1396 1086"> <tr> <td data-bbox="263 974 590 1019">Security PIN Number</td> <td data-bbox="590 974 1396 1019"></td> </tr> <tr> <td data-bbox="263 1019 590 1086">Company / Entity Tax Reference Number</td> <td data-bbox="590 1019 1396 1086"></td> </tr> </table>	Security PIN Number		Company / Entity Tax Reference Number	
Security PIN Number					
Company / Entity Tax Reference Number					
13	<p>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</p> <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Tender, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>				
14	<p>VALUE ADDED TAX</p> <p>The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>				
15	<p>FIXED PRICE CONTRACT</p> <p>Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:</p> <p>Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.</p>				



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND
UPGRADE TO THE DISTRIBUTION SYSTEM**

**C2.2 - Preliminaries for GCC for Construction works - 2nd Edition
2010**

KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM					
BILL NO. 1					
C2 .2 PRELIMINARY AND GENERAL					
	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
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 be considered necessary.				
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 heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	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 in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. See Contract Data .				
SECTION A: GENERAL CONDITIONS OF CONTRACT					
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Engineer (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			
A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. V:..... T:..... □	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item			
A8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item			
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item			
SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1					
Refer to the SCOPE OF WORK for detail requirements:					
B1	Scope F:..... V:..... T:.....	Item			
B2	Normative references F:..... V:..... T:.....	Item			
B3	Definitions F:..... V:..... T:.....	Item			
B4	Requirements for construction and management F:..... V:..... T:.....	Item			
B4.1	General F:..... V:..... T:.....	Item			
B4.2	Responsibilities for design and construction F:..... V:..... T:.....	Item			
B4.3	Planning, programme and method statements F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
B4.5	Setting out F:..... V:..... T:.....	Item			
B4.6	Management and disposal of water F:..... V:..... T:.....	Item			
B4.7	Blasting F:..... V:..... T:.....	Item			
B4.8	Works adjacent to services and structures F:..... V:..... T:.....	Item			
B4.9	Management of the Works and site F:..... V:..... T:.....	Item			
B4.10	Earthworks F:..... V:..... T:.....	Item			
B4.11	Testing F:..... V:..... T:.....	Item			
B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
B4.13	Equipment F:..... V:..... T:.....	Item			
B4.14	Site establishment F:..... V:..... T:.....	Item			
B4.15	Survey control F:..... V:..... T:.....	Item			
B4.16	Temporary works F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services F:..... V:..... T:.....	Item			
B4.18	Health and safety F:..... V:..... T:.....	Item			
B4.19	Environmental requirements F:..... V:..... T:.....	Item			
B4.20	Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item			
B4.21	Inspection of adjoining structures, services, buildings and property F:..... V:..... T:.....	Item			
B4.22	Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item			
	SECTION C: SCOPE OF WORK in accordance with SANS 10403 (The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)				
C1	Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item			
C2	Agrément certificates - CLAUSE 4.5 F:..... V:..... T:.....	N/A			
C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
C4	Recording of weather - CLAUSE 5.2 F:..... V:..... T:.....	Item			
C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
C6	Daily records CLAUSE 5.6 F:..... V:..... T:.....	Item			
C7	Bond and guarantees - CLAUSE 5.7 F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
C9	Proof of compliance with the law - CLAUSE 5.10 F:..... V:..... T:.....	Item			
SECTION D: SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 (Table A.1)					
D1	Requirements for drawings, information and calculations for which the contractor is responsible CLAUSE 4.1.7 F:..... V:..... T:.....	Item			
D2	The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1 F:..... V:..... T:.....	Item			
D3	The planning, programme and method statements - CLAUSE 4.3 F:..... V:..... T:.....	Item			
D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			
SECTION E: SPECIFIC PRELIMINARIES					
<u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>					
E1	PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:.....	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:.....	Item			
Carried forward to collection				R	

	SECTION E: SPECIFIC PRELIMINARIES	UNIT	QUANTITY	RATE	AMOUNT
E4	SITE INSTRUCTIONS Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor. F:..... V:..... T:.....	Item			
E5	LABOUR RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:..... <i>Note : In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item			
E6	PLANT RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item			
E7	NON CESSION OF MONIES The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item			
E8	SECTIONAL COMPLETION When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained. F:..... V:..... T:.....	Item			
E9	LOCAL LABOUR It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E10	IMPORT PERMITS AND DUTIES <p>The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration.</p> <p>Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989.</p> <p>F:..... V:..... T:.....</p>	Item			
E11	CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP) <p>Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of additional items.</u></p> <p>Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.</p> <p>F:..... V:..... T:.....</p>	Item			
E12	EPWP CONDITIONS AND SPECIFICATIONS 12.1 EMPLOYMENT TARGETS <u>E12.1 a Employment Targets</u> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method.</p> <p>No of jobs to be created = [Contractor to fill in an estimated number]</p> <p>F:..... V:..... T:.....</p> <u>E12.1 b Employment requirements</u> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p><u>E12.1 c Labour rate and payment intervals</u> The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD <u>E12.2 a Labour Intensive Construction (LIC) method</u> On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited</p> <p>F:..... V:..... T:.....</p>	Item			
	<p><u>E12.2 b Labour Intensive Construction Method</u> Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.</p> <p>Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>E12.3 RECORD KEEPING 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office.</p> <p>F:..... V:..... T:.....</p>	Item			
	<p>12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.</p> <p>This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department.</p> <p>F:..... V:..... T:.....</p>	Item			
	Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.4 EPWP REPORTING as per EPWP DATA FORM</p> <p>At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:</p> <ol style="list-style-type: none"> 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e <ol style="list-style-type: none"> 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA <p>F:..... V:..... T:.....</p> <p>E12.5 EPWP PROMOTION</p> <p>12.5.1 EPWP signage board</p> <p>EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDIUM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica medium 100 mm black upper case to be for project name and owner . Helvetica medium 75mm black upper case only to be used for professional titles.Project name and owner shall be black lettering on white background.board sizes are as follows : Board to be minimum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period,after which the project board and post are to be dismantled and handed to the client in good order.</p> <p>F:..... V:..... T:.....</p> <p>12.5.2 Branding of labour apparel</p> <p>Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.</p> <p>The contractor is then advised to price for both item 17.5.1 and 17.5.2</p> <p>F:..... V:..... T:.....</p> <p>E12.6 COMMUNITY LIAISON OFFICER (CLO)</p> <p>UTILISATION OF A COMMUNITY LIAISON OFFICER</p> <p>In addition to the requirements of Clause E9, contained in this document; The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract</p> <p>In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time.</p>	Item			
	Item			
	Item			
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<p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.</p> <p>Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:</p> <ol style="list-style-type: none"> 1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications 				
Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
	<p>8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.</p> <p>9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.</p> <p>10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.</p> <p>Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works</p> <p>F:..... V:..... T:.....</p> <p>E12.7 SKILLS DEVELOPMENT ON SITE Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.</p> <p>Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.</p> <p>Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.</p> <p>F:..... V:..... T:.....</p> <p>E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:</p> <p><u>African Equity Ownership</u></p> <p>a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.</p> <p>b) The Priority Population Group consists of women, youth and disabled people.</p> <p>c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).</p> <p>d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.</p> <p>In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.</p> <p>F:..... V:..... T:.....</p>	Item			
		Item			
		Item			
	Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
<p><u>TENDERER'S TO NOTE CONDITIONS</u></p> <p>a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.</p> <p>b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.</p> <p>c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.</p> <p>d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice</p> <p>e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.</p> <p>f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.</p> <p>g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.</p> <p><u>CO-ORDINATION</u></p> <p>The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.</p> <p>F:..... V:..... T:.....</p> <p><u>ATTENDANCE</u></p> <p>The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site.</p> <p>Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.</p> <p>This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.</p> <p>F:..... V:..... T:.....</p> <p><u>E12.9 EPWP CONTRACT FOR LABOUR</u></p> <p>It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.</p> <p>F:..... V:..... T:.....</p>	Item			
Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
<p>E12.10 EPWP SCOPE of WORK</p> <p>Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.</p> <p>Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;</p> <p>i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m</p> <p>ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.</p> <p>iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.</p> <p>F:..... V:..... T:.....</p> <p>Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> 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><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , 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>F:..... V:..... T:.....</p>	Item			
Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E13	HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a) F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b) F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a) F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b) F:..... V:..... T:.....	Item			
E13.5	Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document). F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>	Item			
E14	OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work" F:..... V:..... T:.....	Item			
E15	NOTICE BOARD, SITE OFFICE, ETC. Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements. F:..... V:..... T:.....	Item			
E16	IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer to T2.14 - Schedule of Imported Materials and Equipment). F:..... V:..... T:.....	Item			
E17	CONTRACT DOCUMENTS The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E18	GENERAL PREAMBLES The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used. F:..... V:..... T:.....	Item			
E19	TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders. F:..... V:..... T:.....	Item			
E20	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings. F:..... V:..... T:.....	Item			
E21	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work. F:..... V:..... T:.....	Item			
E22	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes. F:..... V:..... T:.....	Item			
E23	COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account. F:..... V:..... T:.....	Item			
E24	ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E25	SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works. F:..... V:..... T:.....	Item			
E26	PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959. F:..... V:..... T:.....	Item			
E27	Management of Water Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
	Carried forward to collection			R	

SECTION 1			
SUMMARY – PRELIMINARY & GENERAL			
Collection	Page No.	Amount	
	1	R	
	2	R	
	3	R	
	4	R	
	5	R	
	6	R	
	7	R	
	8	R	
	9	R	
	10	R	
	11	R	
	12	R	
	13	R	
	14	R	
	15	R	
	16	R	
	17	R	
Carried forward to Final Summary		R	
Section No. 1 Preliminary & General Summary			



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND
UPGRADE TO THE DISTRIBUTION SYSTEM**

PART C2.3 BILL OF QUANTITIES

Bill of Quantities						
GJGMRH: UPGRADE AND REPLACEMENT OF THE MV SWITCHGEARS TO THE DISTRIBUTION SYSTEM						
Item	Description	Unit	Qty	Supply Rate	Install Rate	Total Price (R)
1	Preliminary & General					
1.1	Contractor's Fixed-charge Items:					
1.1.1	Contractual requirements such as Fulfilment of conditions, Insurance cost, Performance bond, etc.	Sum	1			
1.2	Establishment of Facilities on Site for the Contractor					
1.2.1	Office and storage sheds	Sum	1			
1.2.2	Ablution and latrine facilities	Sum	1			
1.2.3	Tools and equipment	Sum	1			
1.2.4	Water supply	Sum	1			
1.2.5	Electrical Supply (including Generators)	Sum	1			
1.2.6	Communications	Sum	1			
1.3	Other fixed-charged (Specify):					
1.3.1	Determine and locate existing cabling sources and destinations	Sum	1			
1.3.2	Erecting of temporary obstructions and barricades.	Sum	1			
1.3.3	Obtaining and signing off permits.	Sum	1			
1.3.4	Gather and analyse 11kV Main Intake MV Substation operations requirements and compile new 11kV Main Substation Switchgear & Controlgear and associated systems replacement methodology.	Sum	1			
1.3.5	Allowance to work in confined spaces and within barricaded areas.	Sum	1			
1.3.6	Transport and delivery of material.	Sum	1			
1.3.7	Transport to and from of Contractor's personnel.	Sum	1			
1.3.8	Accommodation of Contractor's personnel	Sum	1			
1.4	Site De-establishment					
1.4.1	Removing facilities from Site.	Sum	1			
1.5	Contractor's Time related Items:					
1.5.1	Office and storage sheds	Months	6			
1.5.2	Ablution and latrine facilities	Months	6			
1.5.3	Tools and equipment	Months	6			
1.5.4	Water supply	Months	6			
1.5.5	Electrical Supply (including Generators)	Months	6			
1.5.6	Communications	Months	6			
1.6	Supervision for Duration of Contract					
1.6.1	Site supervision for duration of Contract	Mnth	6			
1.7	Company and Head Office overheads cost for the Duration of Contract					
1.7.1	Project Management	Sum	1			
1.7.2	Integration Management	Sum	1			
1.7.3	Electrical Engineering Designs	Sum	1			
1.7.4	General Administration	Sum	1			
1.8	Complying with Occupational Health and Safety Act 85, 1993 (OHSA) as specified in SCSPVABF3 of Part IVA					
1.8.1	Compile a Health and Safety Plan (H & S Plan)	Sum	1			
1.8.2	Comprehensive Outage Plan	Sum	1			
1.8.3	Conduct Health and Safety Inspections	Sum	1			
1.8.4	Compile a Risk Assessment for activities (RA)	Sum	1			
1.8.6	Adherence to Construction Regulations of the OHSA including Covid19 Regulations	Sum	1			
1.8.7	Compile Quality Plan with Control Points	Sum	1			
1.8.8	Submit proof of calibration of equipment e.g. Crimper, HV Test apparatus, etc.	Sum	1			
Sub-Total 1: Preliminary and General Carried Forward to Item 1 of Summary of Bill of Quantities:						

2	11kV Existing Equipment Decommission, Removal & Transportation					
2.1	11kV Main Intake Substation Board - Decommission, Removal & Transportation					
2.1.1	Decommission, remove and mark-off power and control cables, disconnect main busbar joints and prepare decommissioned panels for transport.	Each	4			
2.1.2	Transport the existing 11kV Switchgear panels to a designated area (approximate ±20km single trip).	Sum	1			
2.1.3	Prepare floor level of where the new panels will be position.	Sum	1			
2.1.4	Confirm if the existing cables slugs are long enough for the new panels.	Each	4			
2.1.5	Assess the condition of the existing cables and provide a report	Sum	1			
2.2	Temporary Supply Structure & Switchgear					
2.2.1	Establishment of a temporary supply structuring during the replacment of the siwtchgear in the intake substation. This shall be iether in the form of the following: a) Mobile Substation b) Temporary Bypass Substation This structure includes steel plinths, switchgear, cable terminations, cable joints, earthing, hire, delivery to site, testing & commissioning.	Sum	1			
2.2.2	Dismantling & removal from site of temporary supply structure after replacement of switchgear at intake substation.	Sum	1			
2.2.3	Prepare floor level of where the new 110V DC System will be position.	Sum	1		R	-
2.2.4	Confirm if the existing cables slugs are long enough for the new 110V DC System	Sum	1		R	-
Sub-Total 2: 11kV Existing Equipment Decommission, Removal & Transportation Carried Forward to Item 2 of Summary of Bill of Quantities:						
3	New 11kV Solid Insulated Switchgear, Compact, Fixed Pattern, with associated IED's					
3.1	Incomer Panel, 11kV, 1250A, 25kA/3s, 95kV BIL complete with 1250A, 25kA 3-Position Series Disconnecter & Integral Earthing Switch - Motorised, 1250A, 25kA VCB (Fixed), 3 x (CT's, 3 Cores), 3 x (VT's 1 Secondary, with power fuses - Fixed), Main & Back-up IED's, all LV compartment components & associated accessories. Statistical Metering similar or equal to an Elster A1700 on the incomer	Each	1			
3.2	Ring / Standard Feeder Panel, 11kV, 1250A, 25kA/3s, 95kV BIL complete with 630A, 25kA 3-Position Series Disconnecter & Integral Earthing Switch Motorised, 630A, 25kA VCB (Fixed) 3X (CT's, 2 Cores), Bay controller & O/C & E/F IED, all LV Compartment components & associated accessories	Each	4			
3.3	11kV Solid Insulated Switchgear accessories	Sum	1			
3.4	Preparation of the floor, including marking off switchgear position on the floor, ensuring adherence to requisite clearances on all sides of the switchgear.	Sum	1			
3.5	Provision for earthing of the new 11kV Switchgear and Controlgear onto the substation earthing mat.	Sum	1			
3.6	Fault Identification Indicator (Green = Healthy System, Red = Incomers Dead)	Sum	1			
3.7	Remote Terminal Unit (RTU) complete with a Workstation at the Supervisor's office for Monitoring Purposes only	Sum	1			
3.8	Evaluate the condition of the existing earthmat, assess a decision whether it requires replacement or refurbishment. Complete with earth resistance testing in accordance with the SANS-10199	PS	1		R 70 000,00	R 70 000,00
Sub-Total 3: New 11kV Solid Insulated Switchgear, Compact, Fixed Pattern, with associated IED's Carried Forward to Item 3 of Summary of Bill of Quantities:						
4	New 11kV Solid Insulated Switchgear Cabling & Terminations					
4.1	35 - 50mm², 6.35/11kV, 3-Core, PILC, Cu Cables - Separable Screen Connectors C1 with 700 Earthing Tails (3 terminations per set)	Set	0			
4.2	50 - 95mm², 6.35/11kV, 3-Core, PILC, Cu Cables - Separable Screen Connectors C1 with 700 Earthing Tails (3 terminations per set)	Set	5			
4.4	Provision for new cables 70mm², 6.35/11kV, 3-Core, XLPE, Cu Cable, Unarmoured. Including trenching, laying, backfilling & compacting	m	300			
4.5	Provision for new cables 95mm², 6.35/11kV, 3-Core, PILX, Cu Cable, Unarmoured. Including trenching, laying, backfilling & compacting	m	20			
4.6	Provision for new cables 70mm² Bare Copper Conductor including trenching, laying, backfilling & compacting	m	300			
4.7	Cable testing all medium voltage cables in the network and compiling a comprehensive report on the condition of the cables	m	1800			
Sub-Total 4: New 11kV Solid Insulated Switchgear Cabling & Terminations Carried Forward to Item 4 of Summary of Bill of Quantities:						

5	110V DC System & Associated Enclosure					
5.1	230/110V AC/DC , 15A Switchmode Battery Charger with 49Ah Nickel Cadmium Batteries enclosed in a cabinet	Each	1			
5.2	Re-termination of the existing power and control cables onto the new 110V DC System.	Sum	1			
5.3	Connection of the Substation Earthing to the new 110V DC System	Sum	1			
Sub-Total 5: 110V DC System & Associated Enclosure Carried Forward to Item 5 of Summary of Bill of Quantities:						
6	New 11kV Solid Insulated Switchgear, 110V DC Systems Testing & Commissioning					
6.1	Perform Site Acceptance Testing - 11kV Solid Insulated Switchgear, including configuration of all IED's & associated components.	Each	5			
6.2	Perform Site Acceptance Testing - 110V DC System, including configuration of the Switchmode & Battery Monitoring Unit	Each	1			
6.4	Perform Cold and Hot Commissioning - 110V DC System including verification of remote monitoring.	Each	1			
6.5	Test and commission the earthing between the new 11kV Solid Insulated Switchgear, 110V DC System and substation earthing mat.	Sum	1			
Sub-Total 6: New 11kV Solid Insulated Switchgear, 110V DC Systems Testing & Commissioning Carried Forward to Item 6 of Summary of Bill of Quantities:						
7	Replacement of Mini-Substation 2					
7.1	Decommission, remove and mark-off power and control cables, disconnect main busbar joints, removed existing plinth and prepare decommissioned mini-sub for transport.	Each	1			Rate Only
7.2	Transport the existing 11kV Switchgear panels to a designated storage area (approximate ±20km single trip).	Each	1			Rate Only
7.3	Prepare civil works including new steel re-enforced concrete plinth & diversion of water away from the new plinth. Installation of the earth mat including earth conductor	Each	1			Rate Only
7.4	500kVA 11kV/400V Type B Miniture Substation enclosed in 3CR12 corrosion resistance with 3 Way Gas Insulated Ring Main Unit & complete Low Voltage Distribution Board + Cable Terminations.	Each	1			Rate Only
7.5	Perform Cold and Hot Commissioning - Miniture substation.	Each	1			Rate Only
7.6	Test and commission the earthing between the new Miniture Substation earthing mat.	Sum	1			Rate Only
Sub-Total 6: Replacement of Mini-Substation 2 Testing & Commissioning Carried Forward to Item 7 of Summary of Bill of Quantities:						
8	"As Commissioned" Packages and Training of Employer's Operating, Maintenance and Technical Personnel					
8.1	Technical, Maintenance and Operating Manuals					
8.1.1	New MV Switchgear Technical, Maintenance and operating manuals.	Sets	3			
8.1.2	"As Commissioned" package for 11kV Intake Substation Switchgear & Controlgear, including MV Switchgear Test Certificates, Drawings in MicroStation, IED configuration files and all supporting documents such as IED's brochures, etc.	Sets	6			
8.1.3	"As Commissioned" package for 110V DC System, including Drawings in MicroStation, IED configuration files and all supporting documents such as IED's brochures, etc.	Sets	3			
8.1.4	"As Commissioned" package for Cabling & Terminations, including Drawings in MicroStation, Test Certificates and all supporting documents such as Cable Block Diagrams, Cable Detailed Schedules, Cable Termination Schedules,	Sets	3			
8.2	Training of Technical, Maintenance and Operating Personnel					
8.2.1	Training (for two people) on basic operation and maintenance of new 11kV Solid Insulated Switchgear & Controlgear and associated IED's.	Sum	1			
8.2.2	Advanced Training (for two technical people) on design, protection (mechanical interlocks), operation and maintenance of new 11kV Solid Insulated Switchgear & Controlgear	Sum	1			
8.2.3	Advanced Training (for two technical people) on design, protection (software interlocks, IEC 61850) and operation of IED's, extension modules, where applicable.	Sum	1			
Sub-Total 7: As Commissioned Packages and Training of Employer's personnel Carried Forward to Item 7 of Summary of Bill of Quantities						

9	Minor Substation Repairs					
9.1	Re-paint substation building walls with same colour as previous colour	Sum	1			
9.2	Re-paint substation building floor slab with insulated epoxy coating	Sum	1			
9.3	Replace existing both indoor & outdoor light fittings with LED Battery Backed up fittings	No.	4			
9.4	Install new CO ₂ fire extinguisher	No.	1			
9.5	Replacement of steel covers on the cable trench with lighter Lamplas Polymer Composite material	Sum	1			
9.6	Replacement of wooden doors (should they be required to be taken down for rigging in of switchgear).	Sum	1			
Sub-Total 8: Minor Substation Repairs Carried Forward to Item 8 of Summary of Bill of Quantities						
10	Provisional Sums					
10.1	Provisional sum for attending and witnessing Factory Acceptance Test (FAT) for 11kV Solid Insulated Switchgear, Controlgear and 110V DC System (4	Sum	1		R 50 000,00	R 50 000,00
10.2	Profit on Item 10.1 above	%				
Sub-Total 9: Provisional Sums Carried Forward to Item 9 of Summary of Bill of Quantities						

Summary of Bill of Quantities		
1	Preliminaries & General	
2	11kV Main Intake Substation Board - Decommission, Removal & Transportation	
3	New 11kV Solid Insulated Switchgear, Compact, Fixed Pattern, with associated IED's	
4	New 11kV Solid Insulated Switchgear Cabling & Terminations	
5	110V DC System & Associated Enclosure	
6	New 11kV Solid Insulated Switchgear, 110V DC Systems Testing & Commissioning	
7	Replacement of Mini-Substation 2	Rates Only
8	"As Commissioned" Packages and Training of Employer's Operating, Maintenance and Technical Personnel	
9	Minor Substation Repairs	
10	Provisional Sums	
11	Sub-Total 1 (1+2+3+4+5+6+7+8+9+10)	
12	Value Added Tax (VAT) at 15%	
13	TOTAL TENDER OFFER	



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS			
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)			
Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004			
Project title:	KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM		
Tender no:	ZNTD05012W	Project Code:	073335
1	SECTION 1 EXTENT OF THE WORKS 1.1 EMPLOYERS OBJECTIVES Upgrade and Replacement of the MV Switchgears and Upgrade to the Distribution System 1.2 OVERVIEW OF THE WORKS Replacement of 11kV Switchgear at the hospital's main incomer substation, replacement of 500kVA miniture type substation, laying approx. 300m of 11kV cable between Miniture Substation 2 and Miniture 1.3 EXTENT OF THE WORKS The contract comprises the construction of the above (Item 1) face brick buildings with tiled roofs. 1.4 LOCATION OF THE WORKS The site is situated within the premises of the General Justice Gizenga Mpanza in the town of Stanger. GPS Co-ordinates for the site is - Latitude -29.335731 Longitude 31.285550 1.5 TEMPORARY WORKS All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)		
2	ENGINEERING 2.1 EMPLOYER'S DESIGN Not applicable 2.2 DESIGN BRIEF Not applicable 2.3 DRAWINGS See list of drawings/Annexure's attached to this document.		
2.4	DESIGN PROCEDURES Not applicable		

3

PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES

This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to www.kzntreasury.gov.za for access to the relevant documents.

Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters.

3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

NOTE : This project will be adjudicated as not exceeding R 50,000 000,00

3.3 SCOPE OF MANDATORY SUBCONTRACT WORK

Not applicable

3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS

Not applicable

3.5 SUBCONTRACTING PROCEDURES

Not applicable

4

CONSTRUCTION

4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

See above 4.1

4.3 PARTICULAR / GENERIC SPECIFICATIONS

The Contractor is referred to the following documents whether attached to this document or not:

SPECIFICATION

PAGES

Specification for HIV/AIDS Awareness (CIDB)

HIV1 TO HIV3

Specific Construction, Safety, Health and Environmental Plan

Standard Preambles for all Trades (Rev 3) - DOH 2009

1 to 95

General Electrical Specification

E/1 to E/20

Lightning Protection Installation

LP/1 to LP/6

4.4 CERTIFICATION BY RECOGNIZED BODIES

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

4.5 AGRÉMENT CERTIFICATES

Not applicable

4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

Not applicable

4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Not applicable

4.8 OTHER SERVICES AND FACILITIES

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.

The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

5

MANAGEMENT

5.1

APPLICABLE SANS 1921 STANDARDS

Tenderders are referred to
SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT

5.2

RECORDING OF WEATHER

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR		YEAR + 1	YEAR + 2
January	w/days	3	3
February	w/days	3	3
March	w/days	3	3
April	w/days	3	3
May	w/days	3	3
June	w/days	3	3
July	w/days	3	
August	w/days	3	
September	w/days	3	
October	w/days	3	
November	w/days	3	
December	w/days	3	3

5.3

MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.
In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.
Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.4

FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.5

ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.6

DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.
At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.
At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

5.7	BONDS AND GUARANTEES The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to 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.
5.8	PAYMENT CERTIFICATES Requirements will be in accordance with the Employers prescriptions.
5.9	PERMITS The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures. The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract. The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site
5.10	PROOF OF COMPLIANCE WITH THE LAW The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Waterproofing Guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	INSURANCE PROVIDED BY THE EMPLOYER Not Applicable

Clause Numbers	<u>SECTION 2</u>
	<u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u>
4.1.7	<p>The requirements for drawings, information and calculations for which the Contractor is responsible are:</p> <p>Prefabricated roof trusses design must be submitted for approval 30 days prior to erections.</p>
4.2.1	<p>The responsibility strategy assigned to the Contractor for the works is:</p> <p>Strategy A</p>
4.2.2	<p>The structural engineer is:</p> <p>ABC Engineers</p>
4.2.3	<p>Drawings & other info are to be submitted in accordance with the contractors programme</p> <p>N/A</p>
4.3	<p>The planning, programme and method statement are to comply with the following:</p> <p>N/A</p>
4.12.1	<p>Samples of materials</p> <p>The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction. The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:</p> <ul style="list-style-type: none"> - Tile sample. - Brick sample. - Light fitting sample. - Screed panel 2m x 2m impact test. - Tested trial mix to be approved by the Engineer.
4.12.2	<p>Fabrication drawings that the contractor is to provide to the employer are:</p> <p>None</p>
4.12.3	<p>Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>OFFICE FOR FOREMAN</p> <p>Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.</p> <p>TELEPHONE</p> <p>The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.</p> <p>OFFICE FOR INSPECTOR OF WORKS</p>

	<p>Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.</p> <p>An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.</p> <p>The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.</p>
	<p>TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS</p>
	<p>The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.</p>
	<p>SHED</p>
	<p>Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.</p>
<p>4.14.6</p>	<p>The requirement for provision and erection of signboards are:</p>
	<p>Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.</p>

4.17.1	Requirement for the termination, diversion or maintenance of existing services:
	Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.
4.17.3	Services which are known to exist on the site:
	Investigate and provide detail drawings.
4.17.4	Requirement for detection apparatus
	None
4.18	ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE:
	<p>By the submission of a tender, any Tenderer will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderer will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.</p> <p>Tenderers are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderer and submitted with the other tender documents at the time of tender. Failure to do so will invalidate the tender.</p> <p>Tenderers are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderers are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender.</p> <p>The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.</p>
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE:
	[Provide list of applicable contractors]

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5.3 Reporting

- 5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the programme.*

C3.3 - HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:
Payment Claim number: Period covered by payment claim:

<p>1. Distribution of condoms (briefly describe where and how condoms are distributed).</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).</p>
<p>4. Counselling, support and care (summarise information provided).</p>
<p>5. HIV awareness programme (briefly describe action).</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

[illegible]

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:

Name: _____

Signature: _____

Date: _____

Employer's representative:

Name: _____

Signature: _____

Date: _____



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)			
Project title:	KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM		
Tender No.	ZNTD05012W	Project Code:	073335
C4.1 Site Information			
C4.1	GENERAL (a) General Justice Gizenga Mpanza Regional Hospital formerly known as Stanger Hospital is a 500- bedded Regional and District Hospital with the inclusion of the new 176 bedded Neo natal and maternity ward located in KwaDukuza within iLembe Health District. The Hospital serves an estimated population of 600 000 from iLembe District. The hospital receives electrical supply in bulk from Saunders Street Substation and is further distributed through various substations located inside the hospital premises. The electricity supply to the hospital plays a critical role in ensuring better and optimum health services to the communities served by the hospital. Reliable electricity supply is achieved through a well maintained and upgraded electrical network and equipment. An assessment conducted on Medium Voltage (MV) and Low Voltage (LV) switchgears has enhanced the need to replace the switch gears due to age and safety considerations. The switchgears are very old as it was installed many years back and has since become obsolete. The key challenge is the unsafe operational condition and sourcing of spares when the switchgear breaks down/ defaults. The project outcomes will contribute in ensuring a safe and reliable electric supply to the hospital.		
C4.2	GEOTECHNICAL INVESTIGATION REPORT (a) Not applicable		



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND
UPGRADE TO THE DISTRIBUTION SYSTEM**

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM

Tender No.:	ZNTD05012W	Project Code:	073335
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(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)

The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

DRAWING NO

DESCRIPTION

DM0219-A-EE-P-DRG-GA-0001	Site Layout
DM0219-A-EE-P-DRG-PL-0002	Panel Layout
DM0219-A-EE-P-DRG-SLD-0003	Single Line Diagram
DM0219-A-EE-P-DRG-MSLD-0004	Miniture Substation Single Line Diagram

ANNEXURES

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Map of Tender submission location
Annexure 4	Joint Venture Agreement
Annexure 5	Health and Safety Specification
Annexure 6	Health and Safety Bill of Quantities
Annexure 7	Health and Safety Bill of Quantities
Annexure 8	Geotechnical Investigation Report (If applicable)
Annexure 9	EPWP Employment Contract
Annexure 10	Attendance Register - Infrastructure and Other projects



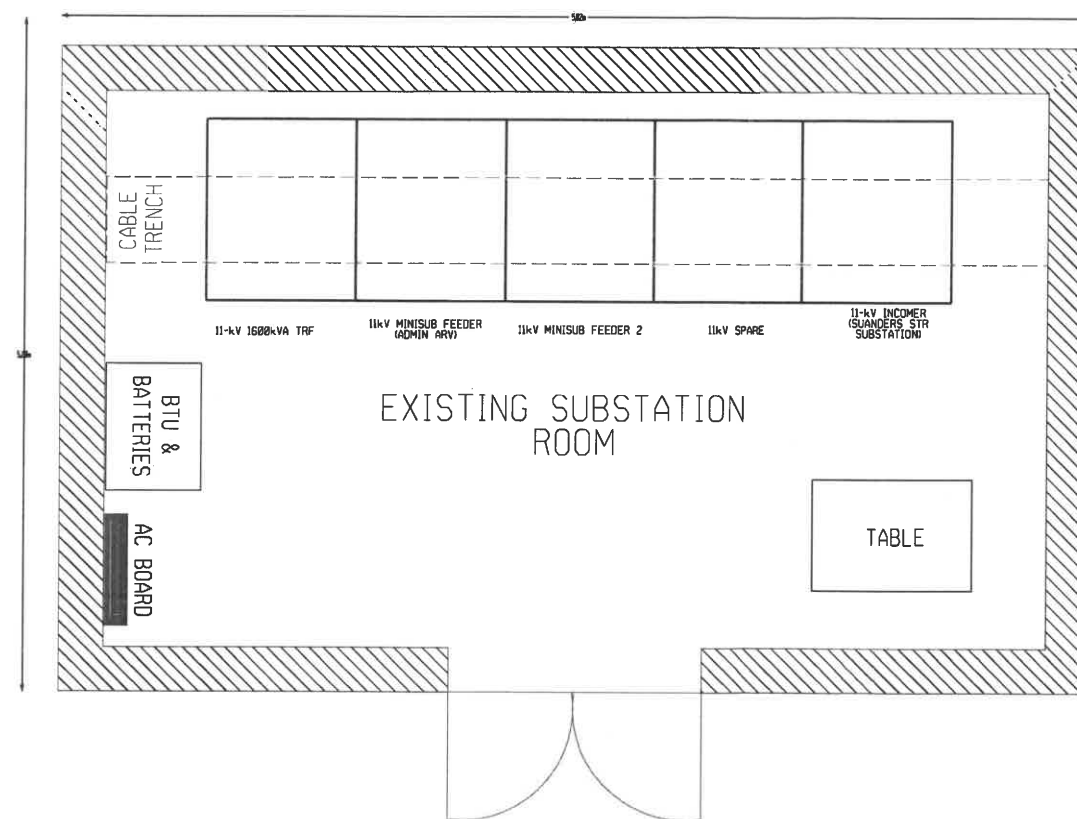
KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA
REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV SWITCHGEARS AND
UPGRADE TO THE DISTRIBUTION SYSTEM**

ANNEXURES

DRAWINGS



No.	REVISIONS	DATE
1	REVISION	22/02/2022

HEALTH DEPARTMENT SIGNATURES

FACILITY	
FACILITY MANAGER	
DISTRICT MANAGER	
DOH PROJECT LEADER	

Checked by Professional Consultant

Name: _____
Signature: _____ Date: _____



SIGNATURE _____ DATE _____
CLIENT



PROJECT

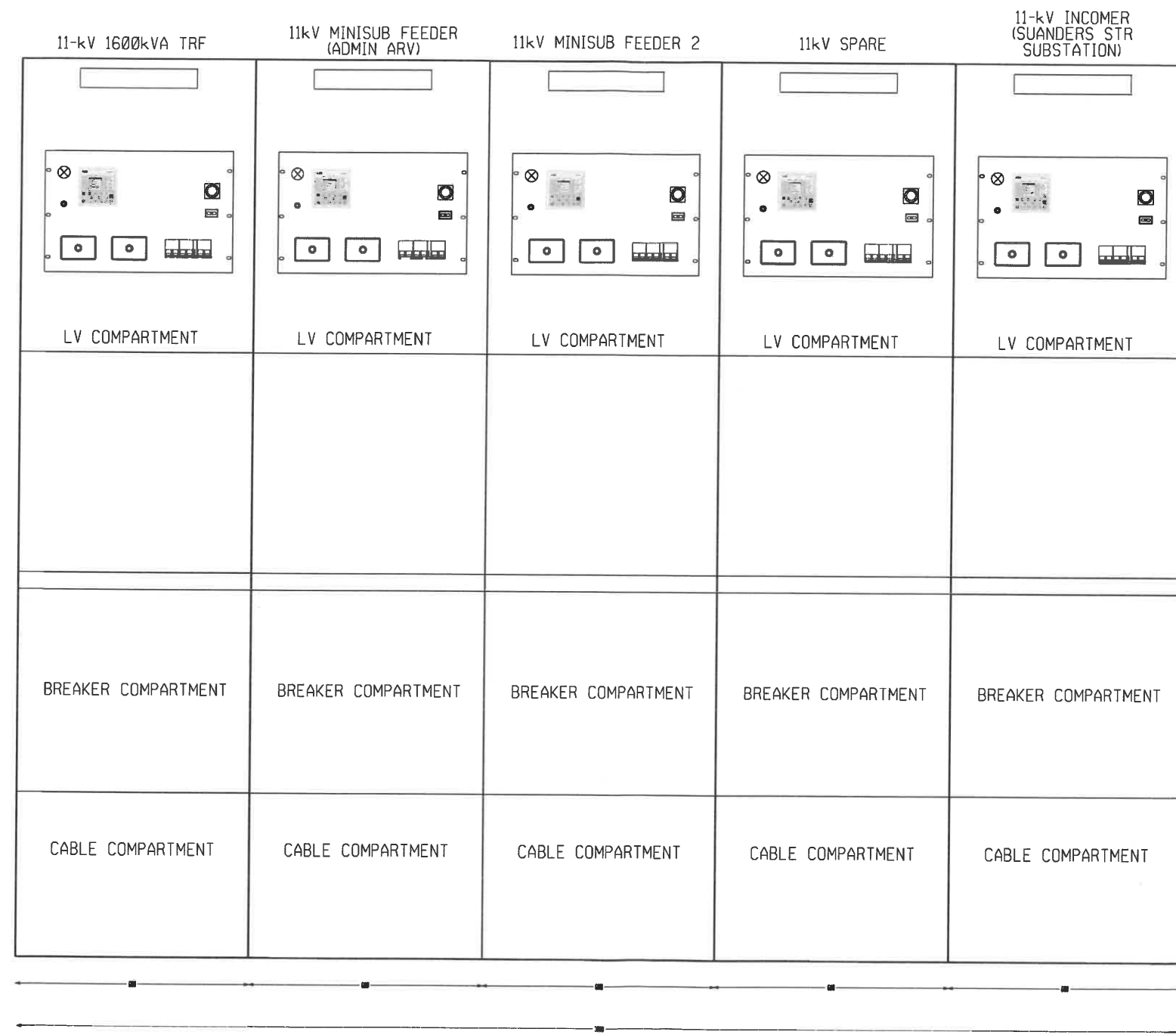
GJGMRH: MV UPGRADE FOR TENDER

DRAWING DESCRIPTION

GENERAL FLOOR LAYOUT

SCALE:	UNITS:	DATE CREATED:	SIZE:
NTS		22/02/2022	A1
DRAWN:	CHECKED:	APPROVED:	
J BHENGU	V LLOYD	J FOURIE	

PROJECT NO	PHASE	DISCIPLINE	STAGE
DM0219	A	EE	D
DOC TYPE	TYPE	LEVEL DRAWING NUMBER	REVISION
DRG	GA	0001	00



No.	REVISIONS	DATE
1	DETAILS DESIGN	22/02/2022

HEALTH DEPARTMENT SIGNATURES	
FACILITY	
FACILITY MANAGER	
DISTRICT MANAGER	
DOH PROJECT LEADER	

Checked by Professional Consultant
Name: _____
Signature: _____ Date: _____



SIGNATURE _____ DATE _____
CLIENT

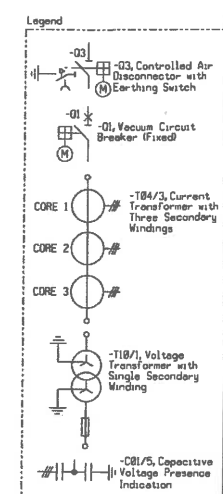
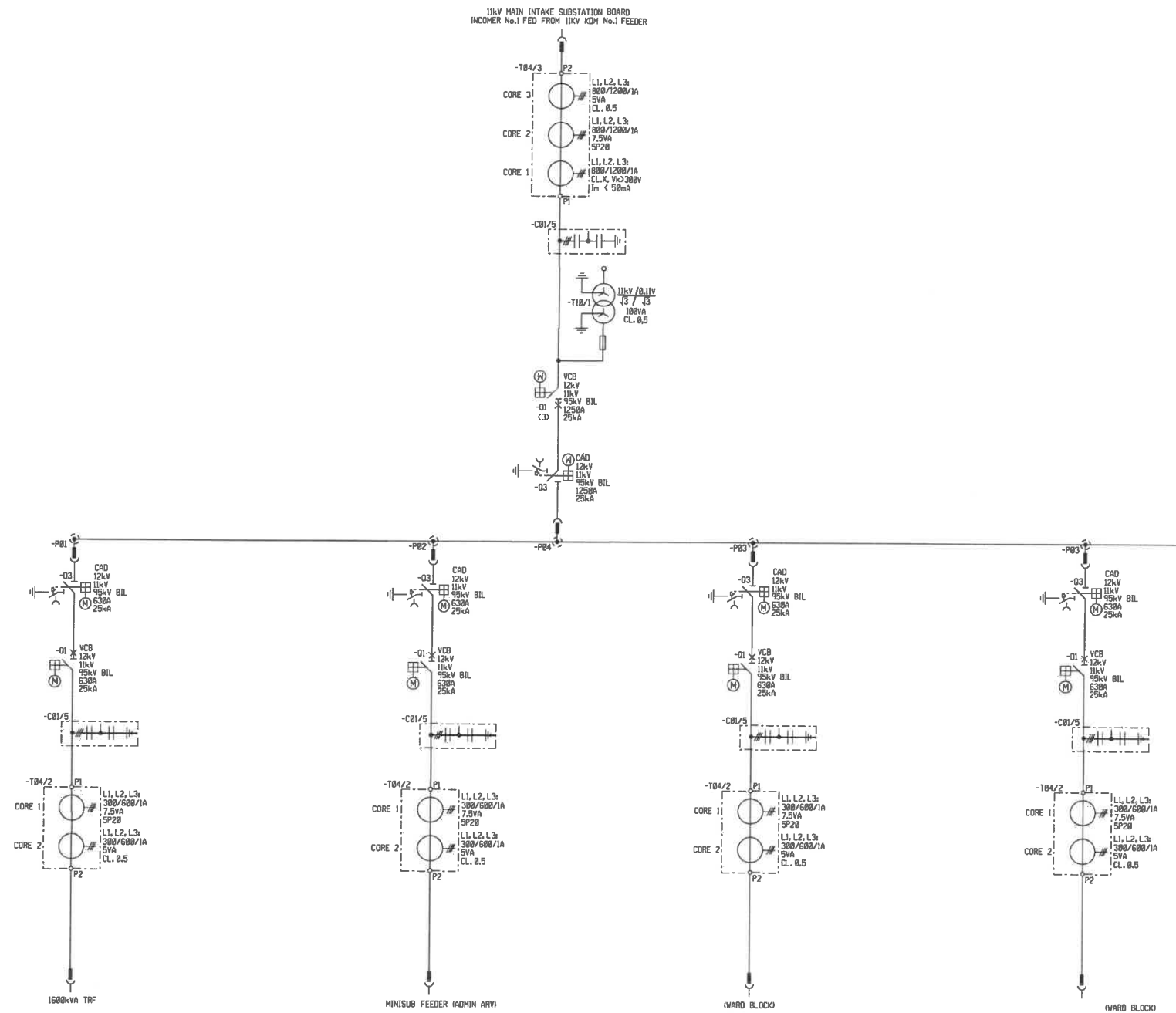


PROJECT
**GJGMRH: MV UPGRADE
FOR TENDER**

DRAWING DESCRIPTION
TYPICAL PANEL LAYOUT

SCALE:	UNITS:	DATE CREATED:	SIZE:
NTS		22/02/2022	A1
DRAWN:	CHECKED	APPROVED	
J BHENGU	V LLOYD	J FOURIE	

PROJECT NO		PHASE	DISCIPLINE	STAGE
DM0219		A	EE	D
UNIQUE NUMBER				
DOC TYPE	TYPE	LEVEL	DRAWING NUMBER	REVISION
DRG	S	0	0002	00



No.	REVISIONS	DATE
1	REVISION	22/02/2022

HEALTH DEPARTMENT SIGNATURES

FACILITY	
FACILITY MANAGER	
DISTRICT MANAGER	
DOH PROJECT LEADER	

Checked by Professional Consultant
Name: _____
Signature: _____ Date: _____



SIGNATURE _____ DATE _____



PROJECT

GJGMRH: MV UPGRADE

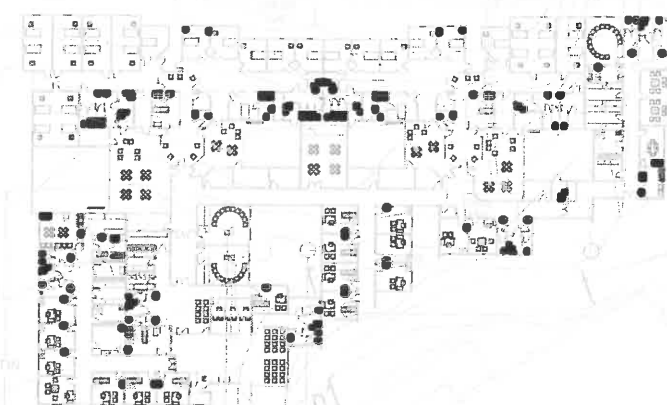
FOR TENDER

DRAWING DESCRIPTION

FOR TENDER

SCALE:	UNITS:	DATE CREATED:	SIZE:
NTS		22/02/2022	A1
DRAWN:	CHECKED:	APPROVED:	
J BHENGU	V LLOYD	J FOURIE	

PROJECT NO	PHASE	DISCIPLINE	STAGE
DM0219	A	EE	D
DOC TYPE	TYPE	LEVEL DRAWING NUMBER	REVISION
DRG	S	0003	01



Site Plan
Scale 1 : 500

NOTES
 1. THE CONTENTS OF THIS DRAWING IS CONSIDERED AS THE PROPERTY OF THE ARCHITECT.
 2. ANY REVISIONS TO THIS DRAWING MUST BE MADE IN WRITING AND SIGNED BY THE ARCHITECT.
 3. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE SOUTH AFRICAN NATIONAL STANDARDS.
 4. ALL DIMENSIONS ARE TO BE CHECKED ON THE DRAWING BEFORE ANY WORK IS STARTED.
 5. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
 6. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS.



**General Justice Gizenga Mpanza Regional
SITE PLAN (CABLE ROUTE)**

CLIENT: KZN DoPW
 DRAWING: Site Plan

PROJECT NUMBER	DM0219	DM0219-A-EE-DRG-SP-001	DATE	2024/01/11
REVISION	1	11/01/2024	1:500	11/01/2024
DESIGN	1	11/01/2024	1:500	11/01/2024
CONSTRUCTION	1	11/01/2024	1:500	11/01/2024



Annexure 5
Joint Venture Agreement
(March 2004)
(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

of the first part and

of the second part and

of the third part.

(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

for the exclusive purposes of securing and/or executing the Contract to be awarded by
(name of Employer)

to the KZN Department of Health in respect of the following project:

for *(brief description of Contract)*

**KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA MPANZA REGIONAL HOSPITAL: UPGRADE
AND REPLACEMENT OF MV SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

'Member's Interest' means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

'Representative' means the person representing a Member on the Management Committee.

'Schedules' means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

'Specific Provisions' means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

3. **JOINT VENTURE GENERAL**

3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. MANAGEMENT OF JOINT VENTURE

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management

4.2.2 Meetings

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 Decisions

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 Powers and duties

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.

4.2.4.2 Managing the day to day affairs of the Joint Venture.

- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

5 RESOURCES OF JOINT VENTURE

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6. BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7. INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

8. DISPUTES

8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. **DOMICILIUM**

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at _____ this ____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____ As witnesses 2. _____

Member No. 2

Thus done and signed at _____ this ____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____ As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this ____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____ As witnesses 2. _____

[Allow for additional parties as necessary].

Annexure 6

Occupational Health and Safety Specification

(OHSE SPEC)



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Project Name:

**KZN DEPARTMENT OF HEALTH : MEDIUM VOLTAGE
SWITCHGEAR UPGRADES : GENERAL JUSTICE GIZENGA
MPANZA REGIONAL HOSPITAL**

Project Code:

073335

Agent Name:

Ms. L. Ntuli (Head Office)

Region:

Ethekwini Region

District:

Mayville

Ward no.:

HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
1	MEDICALS					
1.1	Pre-employment medical	Nr.	-			
1.2	Re-medicals - yearly	Nr.	-			
	TOTAL					
2	PERSONAL PROTECTIVE EQUIPMENT					
2.1	Overalls	Nr.				
2.2	Hard Hats	Nr.				
2.3	Safety boots/shoes	Nr.				
2.4	Gloves	Nr.				
2.5	Gumboots steel toe cap	Nr.				
2.6	Safety glasses	Nr.				
2.7	Reflector Bibs	Nr.				
2.8	Barricading Material	M				
2.9	Dust masks	Box 20				
	TOTAL					
3	FIRE FIGHTING					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Surveys - Annual Service	Nr.				
	TOTAL					
4	HEALTH AND SAFETY PERSONNEL					
4.1	Safety Manager	Nr.				
4.2	Safety Officer	Nr.				
4.3	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
	TOTAL					
5	FACILITIES					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Degreasing & Toilet soap	Nr.				
	TOTAL					

6	FALL PREVENTION / PROTECTION				
6.1	Safety harnesses with double lanyards	Nr.			
6.2	Safety harnesses with Scaffold hooks	Nr.			
6.3	Lifelines and vertical fall arrest systems	Nr.			
6.4	Scaffolding – material, erection and inspection (Estimate for project)	Nr.			
6.5	Temporary hand railing material and kick flats	Nr.			
6.6	Chin Straps	Nr.			
	TOTAL				
7	FIRST AID				
7.1	Replenishment of boxes and other supplies	Nr			
	TOTAL				
8	TRAINING				
8.1	SHE Representative	Nr.			
8.2	First Aid Level 1	Nr.			
8.3	Fire Fighting	Nr.			
	TOTAL				
9	SIGNAGE				
9.1	All Signage as required by Law, regulatory, warning and information	Nr.			
9.2	Posters for awareness	Nr.			

		TOTAL					
10	ELECTRICAL						
10.1	Replacement of Locks required for lockouts	Nr.					
10.2	Replacement of tags	Nr.					
10.3	Replacement for Permit books	Nr.					
10.4	Replacement of Callipers	Nr.					
	TOTAL						
11	OTHERS (Project Specific)						
11.1		Nr.					
	TOTAL						
GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES							

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Public Works (KZN Department of Health: Province of KwaZulu-Natal)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description): **KWAZULU-NATAL DEPARTMENT OF HEALTH: GENERAL JUSTICE GIZENGA
MPANZA REGIONAL HOSPITAL: UPGRADE AND REPLACEMENT OF MV
SWITCHGEARS AND UPGRADE TO THE DISTRIBUTION SYSTEM**

Site: **KZN: ilembe District Municipality: KwaDukuza Local Municipality: Ward 19: Cluster B**

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at _____ on _____
[Date]

Name of signatory

Capacity of signatory

As witness

For and on behalf of the contractor who by
signature hereof warrants authorisation
hereto



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Occupational Health and Safety Specification (OHSE SPEC)

Project Name : GJG Mpanza Regional Hospital, Stanger - Upgrades and Replacement of the MV Switch Gears and Upgrades to the Distribution System

WIMS no. : 073335

Client OHS Representative : S. Khoza

Region : eThekweni Region

District : N/A

Ward no. : N/A

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1. Introduction

The KwaZulu Natal Department of Public Works is deemed as the “**Client**” in terms of the definitions of Construction Regulations of 2014 as published in *Government Gazette No. 37305*. The Construction Regulations of 2014 under CR (5) (1) stipulates that the client must prepare a suitable, sufficiently documented and coherent site specific Occupational Health and Safety Specification for the intended construction work based on the baseline risk assessment.

The purpose of this Occupational Health and Safety Specification document (*which hereinafter will be referred to as OHSE Spec*) is to provide designers and the successful tenderer with essential OHS information to ensure effective safety management during the design and construction phase of the project.

This OHSE Spec forms an integral part of the contract between the Client and the Principal Contractor, so as to ensure compliance with the Occupational Health and Safety Act, Act 85 of 1993 and its applicable regulations and must serve as the basis for the Principal Contractor to develop his / her Project Safety, Health and Environmental Management Plan. As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds to achieve the objectives set out in the plan. In line with this requirement Construction Regulation 5(1) (g) requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders.

It must be noted that this OHSE Spec as much as it is detailed it is not exhaustive and the onus is on the Principal Contractors to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that “*Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.*” this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

Attention is drawn to the requirements of the Disaster Management Act, 2002 and regulations issued in regard to the containment / management of COVID-19. The Directive issued by Minister of Employment and Labour in respect of COVID-19 Occupational Health Measures in Workplaces, 2020.

2. Definitions

For the purpose of the OHSE Spec, the abbreviations or definitions given hereunder shall apply and the reference to on gender will also apply to the other gender.

"CR" refers to the Construction Regulations 2014

"Agent (Pr. CHSA)" means a competent person who acts as a representative for a Client in terms of regulation (5)5.

"Client" means Department of Public Works

"Competent person" means a person who-

- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction Site" means a workplace where construction work is being performed;

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

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

"Construction work" means any work in connection with –

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

"Contractor" means an employer who performs construction work;

"COVID-19" Coronavirus disease (COVID-19) is an infectious disease caused by a newly discovered coronavirus.

"COVID-19 compliance officer" designated person that oversee the implementation of the COVID-19 site management plan.

"Health and Safety File" means a file, or other record containing the information in writing required by these Regulations;

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

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

"lifting machine" means a power-driven machine which is designed and constructed for the purpose of raising or lowering a load or moving it in suspension, includes hoist, crane, lift truck or jib-crane, but does not include an elevator, escalator, goods hoist or builder's hoist;

"lifting tackle" means chain slings, wire rope slings, woven webbing slings, master links, hooks, shackles and swivels, eye bolts lifting or spreader beams, tongs, ladles, coil lifters, plate lifting clamps, drum lifting clamps, block and tackle or similar equipment used to attach a load to a lifting machine;

"Lift truck" means a mobile lifting machine, but does not include –

- (a) a vehicle designed solely for the purpose of lifting or towing another vehicle,
- (b) a mobile earth-moving machine or
- (c) a vehicle designed solely for the removal of a waste bin;

"Medical Certificate of Fitness" means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

"Principal Contractor" means an employer appointed by the client to perform construction work;

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

3. Scope of Application

- 3.1** This OHSE Specification document stipulates the minimum Occupational Health, Safety, and Environmental requirements that the tenderer need to address in his / her OHSE Plan. This Specification also addresses legal compliance, hazard identification, risk assessment, risk control, and the promotion of a Health and Safety culture amongst those working on the project.
- 3.2** This Specification also makes provision for the protection of persons other than employees. This OHSE Spec is exclusively applicable to the following project pending any change of scope which may necessitate changes to the OHSE Specification;

GJG Mpanza Regional Hospital, Stanger - Upgrades and Replacement of the MV Switch Gears and Upgrades to the Distribution System.

3.3 This OHSE Specification further seeks to achieve the following;

- 3.3.1** To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project. ***See Annexure A.***
- 3.3.2** Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. ***See Annexure B.***
- 3.3.3** To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of 1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. ***See Annexure C.***
- 3.3.4** Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professionals appointed and that the OHSE Specification is incorporated into the tender documents. ***See Annexure D***

4. Contractual Issues

- 4.1 Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him / herself with the contents of the OHSE Spec and that he / she will comply with all its obligations in respect thereof.
- 4.2 Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 4.3 The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.
- 4.4 The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.
- 4.5 The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and / or any other applicable legislative requirements imposed on the Contractor.

5. Administrative Requirements

Notification of Construction Work

The successful tenderer must at least within 07 working days before commencing with construction work notify the Provincial Director in writing using **Annexure “2”** if the project meets the following threshold. A copy of the notification once stamped by a DoL Official must be submitted to the client prior to commencing with construction work.

6. Construction Safety Officer Requirements

6.1 Appointment of a Construction Safety Officer– SACPCMP registered

Further to the above criteria, should the KZN DoPW or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the KZN DoPW or its Representative may issue an instruction that a Full Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met.

6.2 Appointment of a COVID-19 compliance officer

The Principal Contractors will have to appoint a **COVID-19 Compliance Officer** to oversee the implementation of the COVID-19 Site Management Plan and conduct daily inspection of the work areas.

6.3 Communication, Documentation and Site Audit

All HS&E communication during the project between the parties will be in writing, including the issue and responses to non-conformances and H&S audit results. Communication between the DPW OHS Practitioner and the Principal Contractor will be via the Project Manager.

A comprehensive site SHE Audit will be conducted monthly and DTSI's to be completed by construction work supervisor (CR8.7) prior to work daily. The site will be inspected by the appointed CHSO (CR8.5) and the documentation audited relative to verify past or completed activities, verify compliance of current activities and the H&S plan.

The Construction Health & Safety Officer (*CHSO*) must accompany the Client on all OHSE audits and inspections. It is preferable that a Health & Safety Representative (*known as SHE Rep.*) is present during all SHE audits. The CHSO is to apply a similar approach to managing their Contractors. The frequency of the SHE audits may be increased if the Principal Contractor or Sub-contractors are not performing adequately.

SHE Audit results will be acted upon as per section 5(c) of this document. The Client, Designer may act, or require further outcomes if non-compliances are noted or unsafe acts are noted on site. Weekly internal SHE audits are to be completed and include site conditions as well as ensuring that H&S files are appropriate and compliant. Comprehensive SHE Audit Reports are to be made available, the format of the audit reports are to be agreed upon between the CHSO and DPW.

6.4. The Project Team

Initials and Surnames	Organisation	Discipline	Tel. No.	Email

Annexure A

Structure of the Detailed OHSE Plan

A detailed OHSE Plan is to be submitted by the successful tenderer as per section 3 (a) above. The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project –

GJG Mpanza Regional Hospital, Stanger - Upgrades and Replacement of the MV Switch Gears and Upgrades to the Distribution System.

1. DOL - Stamped Notification to commence with construction work made to the Provincial Director of Labour using Annexure 2 of the Asbestos Regs, 2020.
2. Letter of Good Standing with Compensation Commissioner or Compensation insurer
3. The Contractor's Health, Safety & Environmental Policy, signed by the chief executive officer, which outlines the Contractor's OHSE compliance objectives and how they will be achieved. The policy to include measures for the protection of employees against exposure to COVID-19.
4. COVID-19 Site Safety Management Plan
5. Pre-Construction risk assessment (*site specific, dated and signed by Risk Assessor*)
6. Fall Protection Plan (*to be signed and dated by the Developer*)
7. Relevant checklists and registers.
8. SHE Audit Format to be used for Self-audits and Sub-contractors
9. Site specific OHSE Organogram
10. Preliminary Induction Program (*Including toolbox talks program*)
11. Environmental Management Plan (*detailed waste management plan*)
12. SHE Audit format to be used for self-audit and Subcontractor Audit
13. Proof of competency for the following legal appointees;
 - 13.1. Construction Manager – (*Detailed CV reflecting qualification, relevant experience and references from previous clients*)
 - 13.2. Construction Supervisor – *Detailed CV reflecting qualification, relevant experience and references from previous Client.*
 - 13.3. Construction H&S Officer – SACPCMP certificate
 - 13.4. Risk Assessor – SAMTRAC or equivalent
 - 13.5. Fall Protection Planner - SAMTRAC or equivalent (*Training recognised under SAQA unit standard u/s 229994*).
 - 13.6. Incident /Accident Investigator – SAMTRAC or equivalent
 - 13.7. Electrician – *wireman's licence*

Legal Appointments to be appointed	
Prior Site Handover	After Site Handover on commencement with Construction work
<ul style="list-style-type: none"> • 16.2 Legal Appointment • Construction Manager • Construction Work Supervisor • Construction H&S Officer (<i>SACPCMP certificate</i>) • Risk Assessor • Fall Protection Planner • Incident / Accident Investigator • Qualified Electrician(s) 	<ul style="list-style-type: none"> • Emergency co-ordinator • Electrical Installations Supervisor • Electrical Installations Inspector • Portable Electrical tool inspector • Hand tools inspector • Housekeeping inspector • Flammable liquids Storage Inspector • Lifting Inspector – for loading & unloading • First Aider • Ladder Inspector • Stacking and storage inspector • Hazardous substance storage inspector

Annexure B

Client Specific Requirements

Items	Client Specific Requirements
Site Office location	The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Medical Certificates	In compliance with the requirements of the Construction Regulations 2014 section 7(8) the Contractor must ensure that all of his employee's onsite have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.
Compliance with COVID-19 Regulations 2020 requirements	<p>In compliance with the requirements of the COVID-19 Regulations 2020, the Businesses which are permitted to operate must -</p> <ol style="list-style-type: none"> a) Designate a COVID -19 Compliance Officer who must oversee the – <ol style="list-style-type: none"> i. the implementation of the plan referred to in paragraph (b); and ii. adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace; b) Develop a plan for the phased -in return of their employees to the workplace, prior to reopening the workplace for business. which plan must correspond to Annexure E and must be retained for inspection and must contain the following information: <ol style="list-style-type: none"> i. which employees are permitted to work; ii. what the plans for the phased -in return of their employees to the workplace are; iii. what health protocols are in place to protect employees from COVID-19; and iv. the details of the COVID -19 compliance officer; c) SHE Plan, Risk Assessment, Safety Induction and Toolbox Talk Training must reflect the COVID-19 requirements; and d) Develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.
Appointment of a Part-Time Construction Health & Safety Officer	<ul style="list-style-type: none"> • Should the KZN DoPW or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the KZN DoPW or its Representative may issue an instruction that a <i>[(Full / Part Time) Construction Health and Safety Officer]</i> must be appointed, such a requirement will have to be met. • The appointed Construction Health and Safety Officer must be registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contract.
Public Safety when working in a Hospital.	<ul style="list-style-type: none"> • All areas where there are construction activities conducted must be solidly barricaded and strict access control to those areas. • Signage of hazards associated with construction activities conducted must be installed and clearly visible. • When working in this facility, the Principal Contractors and Sub-contractors risk assessment / and subsequent Safe Work Method Statement must take into consideration the negative effect the Principal Contractor's activities may have on the health and safety of the occupants of the facility or members of the Public and make provisions for the implementation of all reasonably practicable measures to ensure the health and safety of the occupants of the building or facility. • Prior arrangement, a plan must be developed before any disturbance of Hospital daily operations.

Extreme weather conditions	<ul style="list-style-type: none"> • If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	<ul style="list-style-type: none"> • Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Office to effect changes to the OHSE Specification document.
Safety Plan Submission	<ul style="list-style-type: none"> • The successful Tenderer must submit a copy of the detailed OHSE Plan for approval, and keep the original for onsite use during construction. The Principal Contractor will not be allowed to start site establishment before his / her OHSE Plan has been approved in writing.
Bylaws	<ul style="list-style-type: none"> • The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the Public into his / her OHSE Plan and ensure compliance to such bylaws.
Risk Assessment for construction work	<ul style="list-style-type: none"> • To comply with CR (9) and to also address environmental issues <i>See the attached Baseline Risk Assessment to be considered by both the Designer and the Principal Contractor.</i>
Construction vehicles and mobile plant	<ul style="list-style-type: none"> • To comply with CR (23) and the following;
Electrical installations	<ul style="list-style-type: none"> • To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	<ul style="list-style-type: none"> • To comply with CR (25)
Water environments	<ul style="list-style-type: none"> • To comply with CR (26)
Housekeeping and general safeguarding on construction sites	<ul style="list-style-type: none"> • To comply with CR (27) and the following; • Contractor to designate areas for placing refuse and rubble prior to being removed from site • Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction. • Refuse to be separated for recycling purposes • Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements
Stacking and storage on construction sites	<ul style="list-style-type: none"> • To comply with CR (28)
Fire precautions on construction sites	<ul style="list-style-type: none"> • To comply with CR (29) and the following; • No smoking may be permitted on site except in designated smoking areas
Public Safety & Signage	<ul style="list-style-type: none"> • The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general Public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. • Dust control systems must be implemented to minimize the amount of dust created. • Appropriate signage shall be posted at conspicuous points around the lift installation area. The steps to comply with this requirement must be outlined in the OHSE Plan. • Solid barricading to be erected around all lift entrances.

Health and Safety Training & Induction	<ul style="list-style-type: none"> The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file.
General Record Keeping	<ul style="list-style-type: none"> The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, OHS Act 85 of 1993, Construction Regulations of 2014, Electrical Installation Regulations of 2009 and other relevant legislations. The Principal Contractor shall ensure that all records of incidents / accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub-Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	<ul style="list-style-type: none"> The Client or its duly appointed Agent shall conduct monthly Health & Safety Audits. The Principal Contractor is obligated to conduct similar audits on all Sub-Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of Project Management Meetings, and a copy of such audit will be provided to the Client or Client's duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	<ul style="list-style-type: none"> The Principal Contractor shall submit a detailed Emergency Procedural Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements: <ol style="list-style-type: none"> 1. List of key competent personnel; 2. Details of emergency services; 3. Actions or steps to be taken in the event of the specific types of emergencies; 4. Information on hazardous material / situations.
First Aid Boxes and First Aid Equipment	<ul style="list-style-type: none"> The appointed First Aider(s) to be in possession of a valid First Aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub-Contractors with more than 5 employees shall supply their own First Aid Box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.
Accident / Incident Reporting and Investigation	<ul style="list-style-type: none"> Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	<ul style="list-style-type: none"> The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities. Should a hazardous situation require work stoppages, the work must be stopped, and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and	<ul style="list-style-type: none"> The Principal Contractor must ensure that all workers are issued with the required PPE as required by the risks associated with the activities they

Clothing	<p>perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Hard Hats, and Overalls.</p> <ul style="list-style-type: none"> • No Visitors may enter the site without Safety Shoes/Boots and Hard hats. The Principal Contractor and all Sub Contractors shall make provision, and keep adequate quantities of SABS approved PPE on site at all times. • All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with: <ol style="list-style-type: none"> 1. Lost or stolen PPE; 2. Worn out or damaged PPE replacement. 3. Employees not utilising PPE as required • The above procedure applies to Principal Contractors and their appointed Sub-Contractors, as they are all employers in their own right.
Permits	<ol style="list-style-type: none"> 1) The Principal Contractor shall prepare and issue the required written permits relating to but not limited to the following: <ul style="list-style-type: none"> • Electrical work (<i>both temporary and permanent</i>), • Confined Space Entry 2) The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	<p>Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h.</p> <ol style="list-style-type: none"> 1) Vehicle movement routes on site must be clearly indicated where applicable. 2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Lifting machines and lifting tackle	<ol style="list-style-type: none"> 1) No user shall use or permit the use of a lifting machine unless: <ol style="list-style-type: none"> (a) it has been designed and constructed in accordance with a generally accepted technical standard; (b) it is conspicuously and clearly marked with the maximum mass load which it is designed to carry with safety: Provided that when this mass load varies with the conditions of use a table showing the maximum mass load with respect to every variable condition shall be posted up by the user in a conspicuous place easily visible to the operator; and 2) The user shall, ensure that every power-driven lifting machine is fitted with – <ol style="list-style-type: none"> (a) a brake or other device capable of holding the maximum mass load should the power supply fail; (b) a limiting device that it will cause the driving effort to be automatically arrested when – <ol style="list-style-type: none"> (i) the hook or load attachment point of the power-driven lifting machine reaches its highest and lowest safe position; and (ii) The load condition is greater than the rated load condition of such machine. 3) No user shall use or allow the use of any lifting tackle or lifting device unless the following conditions are complied with, namely that – <ol style="list-style-type: none"> (a) every item of lifting tackle is well constructed of sound material, is strong enough and is free from latent defects and is in general constructed in accordance with a generally accepted technical standard; (b) every lifting assembly consisting of different items of lifting tackle is conspicuously and clearly marked with identification particulars and the maximum mass load which it is designed to lift with safety; (c) lifting tackle have a factor of safety with respect to the maximum mass load they are designed to lift with safety according to the incorporated SANS standards; and (d) Such lifting tackle is examined at intervals not exceeding three months by a

	person, appointed for this purpose, who by virtue of his training and experience of lifting tackle, shall record and sign results of such examination.
Fire Extinguishers and Fire Fighting Equipment	<ol style="list-style-type: none"> 1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary firefighting equipment located at strategic points on site, specific for the classes of fire likely to occur. 2) The appropriate notices and signs must be allowed for and be erected as required. 3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent.
Portable Electrical Tools and Hand Tools	<ol style="list-style-type: none"> 1) The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order. 2) The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE file. 3) The Principal Contractor shall allow for and ensure the following in relation to hand Tools: That a "Competent Person" undertakes routine inspections and records are kept on site. <ul style="list-style-type: none"> ○ That only authorized trained persons use the tools. ○ That safe working procedures apply. ○ That PPE is provided and used.
High Voltage Electrical Equipment Installations and Equipment	<ol style="list-style-type: none"> 1) All Employees must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment. 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.
Adequate Lighting	All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Transportation of Workers	<ol style="list-style-type: none"> 1) In addition to CR 23 the following will apply: - The Principal Contractor and Sub-Contractors shall not: <ul style="list-style-type: none"> • Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods. • Transport persons on the back of trucks except if a proper canopy (<i>properly covering the sides and top</i>) has been provided with suitable seating areas. • Permit workers to stand or sit on the edge of the transporting vehicle. • Transport workers in LDVs unless they are closed / covered and have the correct number of seats for the passengers • No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV. 2) The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV. 3) Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them. 4) No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment. 5) Any oil or diesel spilled on site must be cleaned up as per accepted environmental practice.
Occupational Hygiene	<ol style="list-style-type: none"> 1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to

	<p>these hazards.</p> <p>2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents.</p> <p>3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.</p>
Environmental Management	<ul style="list-style-type: none"> • The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act No. 107 (<i>National Environmental Management Act No 107, 1998</i>). • The Principal Contractor must develop a waste management plan, implement and maintained it onsite • Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment • Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal. • The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly. • Plans to deal with spillages must be in place and maintained. • No waste materials (liquid or solid) may be disposed of in drains. • No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.
Alcohol and other Drugs	<ul style="list-style-type: none"> • No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor • No person may be under the influence of alcohol or any other drugs while on the construction site. • Any person on the construction site who is on prescription drugs must inform his / her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately. • Any person on the construction site who is suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his / her Employer, who in turn must report this to the Principal Contractor forthwith. • Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Annexure C

T2.16 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION

Project title:	GJG Mpanza Regional Hospital, Stanger: Upgrades and Replacement of the MV Switch Gears and Upgrades to the Distribution System: eThekweni Region		
Bid no:		WIMS no:	073335

INTRODUCTION

In terms of *Construction Regulation 7(1) (a)* of the *Construction Regulations of February 2014* a Contractor may only be appointed to perform construction work if the Client 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, Act 85 of 1993* and the *Construction Regulations of February 2014*. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification attached in the tender document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction work under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
3. I hereby confirm that adequate provisions have been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
4. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety, Health and Environmental Plan has been approved in writing by the Client.
5. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification
 - b) Approved Construction Safety, Health and Environmental Plan
 - c) Occupational Health and Safety Act, Act 85 of 1993,
 - d) Construction Regulations of February 2014, and
 - e) Covid-19 Regulations 2020.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulations 2014, and accept that my tender will be rejected.

Duly Signed at..... on this the..... day of..... 202.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Bidder

Covid-19 Site Management Safety Requirements

The KZN Department of Public Works has developed the COVID-19 site management guidelines to assist contractors in relation to managing and prevention of the Coronavirus Disease (*COVID-19*) on construction sites. The contractor as employer has an obligation to assist government in limiting the spread of COVID-19 on site. In view of the COVID-19 pandemic the contractor is mandated to continuously review and update the Risk Assessment and provide training to employees.

Contractors are advised to develop an emergency response plan in case someone displays signs of COVID-19 at the workplace (*dry cough, fever, headache, shortness of breath*). Allocate a room or area where someone who is feeling unwell or has symptoms can be safely isolated. Immediately stop all activities on site and contact the nearest health facility or the COVID-19 centre. If you are advised by the Department of Health to transport the worker to a health facility, you must have a plan for how they can be safely transported from there to a health facility. All activities on site must be ceased and all the details. A site emergency plan to dealing with COVID-19 must be conspicuously displayed onsite.

Onsite Record keeping and management requirements

Every employer (*Contractor*) has an obligation to assist government in enabling contact tracing in the workplace. These obligations include the following measure:

- ✓ Contractors are advised to observe confidentiality of employee's details and medical results at all times.
- ✓ A register containing the details of employees, visitors and service providers that enter the site in a particular day to be kept in a secured environment only accessible to authorised personnel.
- ✓ The following details should be contained in the register, date, time (*of entry and departure*), name, surname, identity number, residential address, mobile number and next of kin details.
- ✓ All employees, service providers, sub-contractors, visitors and consultants must sign the register with the above details on entering the site.
- ✓ Adequately trained health and safety personnel, to perform daily workplace COVID-19 symptom screening.
- ✓ Provide compulsory medical screening equipment.
- ✓ Provide prescribed personal protective equipment (*PPE*) to all employees onsite.
- ✓ All personnel and visitor entering the site must be temperature screened with a laser temperature scanner and records must be kept of the site register. If the temperature is above 37.3 C or more, advise the individual to stay at home, self-isolate, and observe the symptoms. They should also telephone the nearest health facility or the COVID-19 centre; provide them details of their recent travel and symptoms.

Annexure D
Baseline Risk Assessment
GJG Mpanza Regional Hospital, Stanger
Upgrades and Replacement of the MV Switch Gears and Upgrades to the Distribution System – eThekweni Region

*Please note that this is a Baseline Risk Assessment and not a detailed Risk Assessment.
Activities as listed below may not be in the sequence preferred by the Contractor or may be conducted at the same time*

Main Activity	Sub Activity	Safety Risks	Health Risk	Environmental Risk	Public Safety Risk	Control Measures	Responsible Person
SITE ESTABLISHMENT	Barricading and Installation of temporal gates and fencing	Cuts; Falls at height; Struck by Tools; Hands caught between; Trips & Falls; Head Injury, etc.	Back strain; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Communication of OHSE Trainings to employees; Wear required PPE; Inspect hand tools before use; Close supervision; etc.	Contractor
	Placement / building of site office & construction facilities; etc.	Cuts; Struck by Tools; Hands caught between; Trips & Falls; Head Injury; etc.	Dust Inhalation; Back strain; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Training on task based R.A to employees; Practise of proper manual lifting of material; Wear required PPE; etc.	Contractor
	Vehicles entering and exiting	Serious Body Injuries; Death; Run-over by Truck; Truck colliding with other vehicles; etc.	Dust Inhalation; Death; Heat Exhaustion; Dust Inhalation; etc.	Petrol & Oil leakages; etc.	General Dust Inhalation; etc.	Construction vehicles operated by competent operators; Vehicle route to be demarcated & displayed with speed limit; etc.	Contractor
	Establishing water connections	Cuts; Struck by Tools; Hands caught between; Slip & Falls; etc.	Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Training on task based R.A to employees; Wear required PPE; etc.	Contractor
	Establishing Electricity connections	Cuts & abrasion; trips & falls; Electric shock; Electrocution; etc.	Back strain; dust inhalation; Electrocution; etc.	None	Electrocution	Training on task based R.A to employees; Wear required PPE; Only competent Electrician to execute electrical works; Wearing required PPE	Contractor

Main Activity	Sub Activity	Safety Risks	Health Risk	Environmental Risk	Public Safety Risk	Control Measures	Responsible Person
DISMANTLING & REMOVAL OF EXISTING SWITCHGEAR SYSTEM	Disconnect existing Switchgear System from service	Electrocution; skin burn; Trip & falls; Struck by Tools; etc.	Body burns; Back strain; Heat Exhaustion; Death from electrocution; etc.	Poor housekeeping; etc.	None	Competent Electrician; Communicate OHSE Training; Practise SWP; Wearing required PPE; Visible supervision; etc.	Contractor
	Unbolting old Switchgear System	Cuts; Struck by Tools; Hand injury; Trips & Falls; etc.	Back strain; Heat Exhaustion; etc.	None	None	Safety Induction Training to employees; Safe use of hand tools; Wear required PPE; etc.	Contractor
	Removal and loading to truck of Switchgear System by crane-truck; and transport 11kV Switchgear panels to a designated area (approximate $\pm 20\text{km}$ single trip).	Serious Body Injuries; Death; Run-over by Crane-Truck; Being crashed by HVAC System; etc.	Dust Inhalation; Death; Heat Exhaustion; etc.	Petrol & Oil leakages; etc.	General Dust Inhalation; etc.	Construction vehicles operated by competent operators; Vehicle route to be demarcated Display speed limit; etc.	Contractor
	Offloading temporary structure & switchgear system by crane-truck	Serious Body Injuries; Death; Run-over by Crane-Truck; Being crashed by HVAC System; etc.	Dust Inhalation; Death; Heat Exhaustion; etc.	Petrol & Oil leakages; etc.	General Dust Inhalation; etc.	Construction vehicles operated by competent operators; Vehicle route to be demarcated Display speed limit.	Contractor
TEMPORARY SUPPLY STRUCTURE AND SWITCHGEAR SYSTEM	Placing temporary structure & switchgear system to position; etc.	Cuts; Hand injury; Trips & Falls; etc.	Back strain; Heat Exhaustion; etc.	None	None	Safety Induction Training to employees; Safe use of hand tools; Wear required PPE	Contractor
	Bolting temporary structure & switchgear system; and connecting into existing service; etc.	Cuts; Struck by Tools; Hand injury; Trips & Falls; etc.	Back strain; Heat Exhaustion; etc.	None	None	Safety Induction Training to employees; Safe use of hand tools; Wear required PPE	Contractor
	Disconnecting temporary structure & switchgear system from existing service, and be removed away.	Serious Body Injuries; Death; Run-over by Crane-Truck; Being crashed by HVAC System; etc.	Dust Inhalation; Death; Heat Exhaustion; etc.	Petrol & Oil leakages; etc.	General Dust Inhalation; etc.	Construction vehicles operated by competent operators; Vehicle route to be demarcated Display speed limit; etc.	Contractor

CONSTRUCTION OF NEW CONCRETE PLINTH (Preparing the floor for new panels)	Slight Excavations manually	Falls into excavation; Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	None	None	Trainings; SWP; Use safe Tools; PPE; Supervision; etc.	Contractor
	Mixing Cement Mixture	Hand injuries; slips & fall from wet cement mixture.	Cement dust inhalation; skin condition from contact with wet cement mixture; etc.	Wet cement mixture spillages; Litter from empty bags left all-over; etc.	None	SWP; SHE Trainings; PPE; Good Housekeeping Practises; Supervision; etc.	Contractor
	Re-inforcement for concrete	Trips & Falls; Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	Steel Off Cuts left everywhere; etc.	None	Trainings; SWP; Use safe Tools; PPE; Supervision; Practise of Proper Manual Lifting technique; etc.	Contractor
	Construction of Concrete plinth	Slip & Falls; Eye Injury; etc.	Muscular pain; Heat Exhaustion; etc.	Concrete spillage; etc.	Exposure to noise; etc.	Training; PPE; Safe Work System; Supervision; Wear required PPE; etc.	Contractor
DELIVERY AND INSTALLATION OF NEW SWITCHGEAR SYSTEM	Offloading new 11kV Solid Insulated Switchgear System by crane-truck	Serious Body Injuries; Death; Run-over by Crane-Truck; Being crashed by HVAC System; etc.	Dust Inhalation; Death; Heat Exhaustion; etc.	Petrol & Oil leakages; etc.	General Dust Inhalation; etc.	Construction vehicles operated by competent operators; Vehicle route to be demarcated Display speed limit.	Contractor
	Moving Switchgear to position	Cuts; Hand injury; Trips & Falls; etc.	Back strain; Heat Exhaustion; etc.	None	None	Safety Induction Training to employees; Safe use of hand tools; Wear required PPE	Contractor
	Bolting new Switchgear System	Cuts; Struck by Tools; Hand injury; Trips & Falls; etc.	Back strain; Heat Exhaustion; etc.	None	None	Safety Induction Training to employees; Safe use of hand tools; Wear required PPE	Contractor
	Connecting new 11kV Solid Insulated Switchgear System into existing service	Electrocution; skin burn; Trip & falls; Struck by Tools; etc.	Body burns; Back strain; Heat Exhaustion; Death from electrocution; etc.	Poor housekeeping; etc.	None	Competent Electrician; Communicate OHSE Training; Practise SWP; Wearing required PPE; Visible supervision; etc.	Contractor
CABLE WORK	Manual excavation for cabling (i.e. 70mm ² 3C Cu XLPE Armoured Cable, etc.); etc.	Falls into excavation; Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	None	None	Trainings; SWP; Use safe Tools; PPE; Supervision; etc.	Contractor

110V DC SYSTEM & ASSOCIATED ENCLOSURE	New 11kV Solid Insulated Switchgear Cables lifting into position; etc.	Falls at height; Struck by Tools; Hands caught between; Trips & Falls; Head Injury; etc.	Dust Inhalations; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Trainings; SWP; Use safe Tools; PPE; Supervision; Practise of Proper Manual Lifting technique; etc.	Contractor
	Manual cover excavation with soil; etc.	Falls into excavation; Cuts; Hand & Arm Injury; etc.	Dust inhalation; Muscular strains; Heat Exhaustion; Back Pains; etc.	None	None	Trainings; SWP; Use safe Tools; PPE; Supervision; etc.	Contractor
	Installation of cables (i.e. 70mm ² 3C Cu XLPE Armoured Cable, etc.) and connecting into Switchgear System	Trips & Falls, Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	Cables off cuts left everywhere; etc.	None	Task Based R.A. Trainings; SWP; Wear PPE; Close supervision; Practise of Proper Manual Lifting technique; etc.	Contractor
	Installations of door grilles	Cuts / laceration / electrical shocks; crushed by falling heavy doors; etc.	Back strain from lifting heavy material; heat exhaustion; etc.	Littering from poor housekeeping	None	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
	Re-termination of the existing power and control cables onto the new 110V DC System.	Trips & Falls, Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	Cables off cuts left everywhere; etc.	None	Task Based R.A. Trainings; SWP; Wear PPE; Close supervision; Practise of Proper Manual Lifting technique; etc.	Contractor
	Installation of 230/110V AC/DC, 10A Switch mode Battery Charger with 49Ah Nickel Cadmium Batteries enclosed in a cabinet; etc.	Electrocution; skin burn; Trip & falls; Struck by Tools; etc.	Body burns; Back strain; Heat Exhaustion; Death from electrocution; etc.	Poor housekeeping; etc.	None	Competent Electrician; Communicate OHSE Training; Practise SWP; Wearing required PPE; Visible supervision; etc.	Contractor
	Connection of the Substation earthing to new 110V DC System; and Testing & Commissioning new Solid Insulated Switchgear, 110V DC Systems 230/110V; etc.	Electric shock; trips & fall; Electrocution; eye injuries; etc.	Electrical Burns; Death; etc.	None	Electrocution	Lock-out procedure, issuing of CoC before use, a registered person as per EIR; etc.	Contractor

ELECTRICAL INSTALLATION	Installation of new PVC, etc.	Skin burn; Trips & Falls; Hand injuries; Heat exhaustion; etc.	Electrocution; dust inhalation; exposure to noise; etc.	Littering from poor housekeeping; etc.	None	Training; PPE; safe systems of work and supervision by a registered person as per EIR; etc.	Contractor
	Installation of new Switching Unit, DB Board, Circuit breakers; etc.	Electric shock; trips & fall; Electrocution; eye injuries; etc.	Electrical Burns; Death; etc.	None	Electrocution	Lock-out procedure, issuing of CoC before use. a registered person as per EIR; etc.	Contractor
	Wiring, PVC Conduit, Light switches, socket outlets, etc.	Skin burn; Trips & Falls; Hand injuries; Heat exhaustion; etc.	Electrocution; dust inhalation; exposure to noise; etc.	Littering from poor housekeeping; etc.	None	Training; PPE; safe systems of work and supervision by a registered person as per EIR; etc.	Contractor
	Connection to live existing service	Electric shock; trips & fall; Electrocution; eye injuries; etc.	Electrical Burns; Death; etc.	None	Electrocution	Lock-out procedure, issuing of CoC before use. a registered person as per EIR; etc.	Contractor
BUILDERS WORKS AT MAIN SUBSTATION	Manual excavation for concrete foundation; etc.	Falls into excavation; Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	None	None	Trainings; SWP; Use safe Tools; PPE; Supervision; etc.	Contractor
	Construction of re-inforced Concrete foundation; etc.	Slip & Falls; Eye Injury; etc.	Muscular pain; Heat Exhaustion; etc.	Concrete spillage; etc.	Exposure to noise; etc.	Training; PPE; Safe Work System; Supervision; Wear required PPE; etc.	Contractor
	Mixing Cement Mixture	Hand injuries; slips & fall from wet cement mixture.	Cement dust inhalation; skin condition from contact with wet cement mixture; etc.	Wet cement mixture spillages; Litter from empty bags left all-over; etc.	None	SWP; SHE Trainings; PPE; Good Housekeeping Practises; Supervision; etc.	Contractor
	Brick work	Rough surfaces, hazardous substances, flying particles, falling object, straining of muscles	Back strain from lifting heavy material; or performing awkward manual tasks.	Littering due to poor housekeeping	None	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision etc.	Contractor
	Installation of timber roof Trusses	Falls, Struck by, hands caught between,	Back strain, cuts, abrasions, Heat exhaustion, noise, fractures and death/	None	None	Training, PPE, safe systems of work and supervision	Contractor

MINOR SUBSTATION REPAIRS	Fitting of roof sheets	Falls, struck by, bumping against objects, sharp edges	Back strain, cuts, abrasions, Heat exhaustion, noise, fractures and death etc.	none	None	Training, PPE, safe systems of work and supervision	Contractor
	Flooring	Hazardous substances, flammable substance, poor working posture, sharp edges; etc.	Muscular strains, inhalations, skin absorption of HCS, cuts and abrasions; etc.	Contamination of environmental resources	None	Training, PPE, safe systems of work and supervision	Contractor
	Fitting doors	Struck by items, hands caught between areas, falling items, sharp edges, noise, dust	Cuts, abrasions, fractures, death	None	None	Training, PPE, safe systems of work and supervision	Contractor
	Re-paint sub-station building walls; etc.	Slip from paint wet surface; Trips & fall; Eye injury; etc.	Back strain; Heat exhaustion; Paint vapours inhalation; etc.	Land pollution (from poor housekeeping); paint spillage; etc.	Exposure to paint vapours	Communicate Task Base RA & other relevant OHSE Trainings; Practise SWP; wear required PPE; Close supervision; etc.	Contractor
	Re-paint sub-station building floor slaps with insulated epoxy coating; etc.	Slip from epoxy coating wet surface; Trips & fall; Eye injury; etc.	Back strain; Heat exhaustion; epoxy coating vapours inhalation; etc.	Land pollution (from poor housekeeping); epoxy coating spillage; etc.	Exposure to epoxy coating vapours	Communicate Task Base RA & other relevant OHSE Trainings; Practise SWP; wear required PPE; Close supervision; etc.	Contractor
	Install new CO2 fire extinguishers	Struck by Tools; Hands caught between; Trips & Falls; Head Injury; etc.	Dust Inhalations; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Communicate Task Base RA & other relevant OHSE Trainings; Practise SWP; Use safe Tools; PPE; Supervision; etc.	Contractor
	Replacement of steel covers on the cable trench with lighter lampas Polymer composite material; etc.	Struck by Tools; Hand injury; Trips & Falls; etc.	Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Trainings; SWP; Use safe Tools; PPE; Supervision; Practise of Proper Manual Lifting technique; etc.	Contractor

WASTE REMOVAL	Waste Removal	Waste truck colliding with other vehicles; employees knocked / run-over by construction vehicles; etc.	Back strain; Heat exhaustion; Dust Inhalation; etc.	Petrol and oil leaks & spillages; etc.	Dust Inhalation; etc.	Competent Construction Vehicle Operator; Medical Certificate; Display signage; PPE; Visible Supervision; etc.	Contractor
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Replacement of Mini-Substation

Main Activity	Sub Activity	Safety Risks	Health Risk	Environmental Risk	Public Safety Risk	Control Measures	Responsible Person
REMOVAL OF MINI-SUBSTATION	Removal, loading transporting switchgear system to a designated area (<i>approximate ±20km single trip</i>).	Waste truck colliding with other vehicles; employees knocked / run-over by construction vehicles; etc.	Back strain; Heat exhaustion; Dust Inhalation; etc.	Petrol and oil leaks & spillages; etc.	Dust Inhalation; etc.	Competent Construction Vehicle Operator; Medical Certificate; Display signage; PPE; Visible Supervision; etc.	Contractor
	Slight Excavations manually	Falls into excavation; Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	None	None	Trainings; SWP; Use safe Tools; PPE; Supervision; etc.	Contractor
CONSTRUCTION OF NEW CONCRETE PLINTH	Mixing of concrete	Serious Body Injuries; Death; Run-over by Truck; Truck colliding with other vehicles; etc.	Dust Inhalation; Death; Heat Exhaustion; etc.	Petrol & Oil leakages & spillages; etc.	None	Trainings; Practise SWP; Pre-Use Inspection; Safe Tools; Display proper signage; Wearing PPE; etc.	Contractor
	Re-inforcement for concrete	Trips & Falls; Cuts; Hand & Arm Injury; etc.	Muscular strains; Heat Exhaustion; Back Pains; etc.	Steel Off Cuts left everywhere; etc.	None	Trainings; SWP; Use safe Tools; PPE; Supervision; Practise of Proper Manual Lifting technique; etc.	Contractor
	Construction of Concrete plinth	Slip & Falls; Eye Injury; etc.	Muscular pain; Heat Exhaustion; etc.	Concrete spillage; etc.	Exposure to noise; etc.	Training; PPE; Safe Work System; Supervision; Wear required PPE; etc.	Contractor
SUPPLY, DELIVERY AND	Delivery of 500kVA 11kV/400V Type B Miniature Substation to site	Death or physical injuries from vehicles colliding with other vehicles, employees knocked / run-over by construction vehicles; etc.	Respiratory conditions from inhaling dusts generated the passing of vehicles in a gravel driveway, etc.	Land pollution from petrol and oil leaks & spillages from construction vehicles.	Exposed to intermittent noise levels & dust generated by construction vehicles; etc.	Construction vehicles operated by competent operators; Vehicle route to be demarcated Display speed limit.	Contractor

INSTALLATION OF SIGNAGE	Off-loading, place to position & install 500kVA 11kV/400V Type B Miniture Substation; etc.	Physical Injuries (<i>i.e. hand injuries, etc.</i>) from being struck by tools, tripping & falls, flying particles, sharp edges or caught between the objects; etc.	Back strain from lifting heavy material; heat exhaustion from extreme temperature; exposed to intermittent noise levels; etc.	Land pollution (<i>from poor housekeeping</i>); etc.	Exposed to Impulsive noise levels	Competent Electrician; Communicate OHSE Training; Practise SWP; Wearing required PPE; Visible supervision; etc.	Contractor
	Connection of 500kVA 11kV/400V Type B Miniture Substation existing power	Physical injuries from entanglement or trips and falling; electrocution from contact with exposed live wires; etc.	Fatality as a result of being electrocuted by exposed live wires; respiratory condition from inhaling dust; etc.	Land pollution (<i>from poor housekeeping</i>)	Exposed to Impulsive noise levels & dust inhalation	Competent Electrician; Communicate OHSE Training; Practise SWP; Wearing required PPE; Visible supervision; etc.	Contractor
	Testing & Commissioning new 500kVA 11kV/400V Type B Miniture Substation; etc.	Electric shock; trips & fall; Electrocution; eye injuries; etc.	Electrical Burns; Death; etc.	None	Electrocution	Lock-out procedure, issuing of CoC before use. a registered person as per EIR; etc.	Contractor
	Lifting into position	Cuts; Eye Injury; Hand Injury; Trip & Falls; etc.	Electrocution; Dust Inhalation; Noise Induced Hearing Loss; Muscle strain; etc.	Littering from poor housekeeping; etc.	None	Training, PPE, safe systems of work and supervision	Contractor
	Drilling and securing	Falls from ladder; Cuts; Trip & Falls; Finger Injury; Bruises; Struck by falling objects; etc.	Muscular strains; Dust Inhalations; Heat Exhaustion; etc.	Littering from poor housekeeping; etc.	None	Training, PPE, safe systems of work and supervision	Contractor
	Removal of old existing floor tiles	Hand & Finger injuries; cuts; Trip & Fall; abrasion; eye injury from flying particles; etc.	Dust Inhalation; Heat Exhaustion; Muscular strain; etc.	Littering; etc.	None	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor
	Preparation of Floor surfaces	Hand & Finger injuries; cuts; Trip & Fall; abrasion; eye injury from flying particles; etc.	Dust Inhalation; Heat Exhaustion; Muscular strain; etc.	Littering ; etc.	None	Safe Work Procedure; Training; PPE; Good Housekeeping Practises; Supervision; etc.	Contractor
	Installation of the earth mat including earth; etc.	Hand injuries; slips & fall; etc.	Dust Inhalation; Heat Exhaustion; Muscular strain; etc.	Littering ; etc.	None	Safe systems of work, training, PPE, Good Housekeeping Practises, Supervision; etc.	Contractor

Onsite General Construction Activities

Activity	Risk to safety	Risk to Health	Risk to Environment	Risk to Public Safety	Control Measures
Drilling	Entanglement, struck by flying objects, electricity, hazardous substance dust , noise	Electrocution, dust inhalation, noise induced hearing loss, muscle strain, foreign objects in eyes	Contamination of natural resources (spillages)	Dust, Noise	Safe systems of work , Training, PPE, barricading, Supervision etc.
Painting	Bumping against, wrist strain	Inhalation of vapours, paint in eyes , minor abrasions	Contamination of natural resources (spillages)	None	Safe systems of work ,PPE, ventilation of area, good housekeeping
Grinding	Electrocution, entanglement,, tripping hazards, struck by flying materials etc.	Noise induced hearing loss, cuts, loss of limbs, electrocution	none	Noise, dust etc.	Safe systems of work ,Wet cutting, barricading, temporary guarding, signage Supervision ,etc.
Breaking of concrete	Struck by flying particles, impact hazards, vibration, electrocution etc.	Noise induced hearing loss ,dust inhalation , particles in eye, electrocution , etc.	None	Noise, dust etc.	Safe Systems of work , barricading, temporary guarding, signage Supervision etc.
Cement Mixing	Struck by ,sharp edges, poor working position , hazardous substances	Inhalation of cement dust, back strain , dermatitis	Contamination of natural resources (spillages)	Noise, dust	Safe Systems of work ,PPE, Housekeeping, barricading, bunding, Supervision etc.
Loading and unloading by hand	Bumping against edges , Hands caught between , Sharp edges, muscle strain	Back strain, exhaustion, bruising, hand injuries,	None	None	Safe systems of work, PPE, Training in correct lifting procedures , Supervision etc.
Ladder use	Incorrect positioning, overreach , Overhead hazards , dropping of tools from ladder , Falls	Broken bones , death, electrocution	None	None	Safe systems of work , PPE usage, Supervision etc.
Extension cords	Electricity , tripping hazards	Electrocution , fractures etc.	none	None	Safe systems of work, PPE, Supervision etc.
Hand tools	Tripping, struck by, bumping against, abrasions, sharp edges, caught between surfaces, flying metal particles etc.	Cuts ,Bruising ,Foreign material in eyes	none	None	Safe systems of work, PPE, Supervision etc.
Scaffolding erection, dismantling	Falls from height, dropping of items, sharp edges, scaffolding collapse, etc.	Back strain, bruising, cuts, abrasions, broken bones, death	none	None	Safe system of work, use of fall arrest equip, erection of safe scaffolding, Supervision, etc.

Coronavirus (COVID-19) risk assessment

Activity	Risk to safety	Risk to Health	Risk to Environment	Risk to Public Safety	Control Measures	Responsible Person
Undetected infected person entering site	-	Inhaling COVID-19; Sore throat; Breathing difficulty; Fever; Fatigue; Death; etc.	COVID-19 Infected person spitting on surrounding area; etc.	COVID-19 Infected person sneezing on other persons visiting the site; etc.	Training employees on COVID-19; Wear required PPE; Testing / screening of persons entering the site; Working home policy; Workplace COVID-19 Risk Assessment; COVID-19 Safety induction & Toolbox Talk trainings; Post awareness posters; Maintain social distancing; etc.	COVID-19 Compliance Officer / Contractor
Using COVID-19 contaminated tools	-	Inhaling COVID-19; Sore throat; Breathing difficulty; Fever; Fatigue; Death; etc.	COVID-19 Infected person spitting on surrounding area; etc.	COVID-19 Infected person sneezing on other persons visiting the site; etc.	Training employees on COVID-19; Wear required PPE; Testing / screening of persons entering the site; Working home policy; Workplace COVID-19 Risk Assessment; COVID-19 Safety induction & Toolbox Talk trainings; Post awareness posters; Maintain social distancing; etc.	COVID-19 Compliance Officer / Contractor
Working on contaminated surfaces	-	Inhaling COVID-19; Sore throat; Breathing difficulty; Fever; Fatigue; Death; etc.	COVID-19 Infected person spitting on surrounding area; etc.	COVID-19 Infected person sneezing on other persons visiting the site; etc.	Training employees on COVID-19; Wear required PPE; Testing / screening of persons entering the site; Working home policy; Workplace COVID-19 Risk Assessment; COVID-19 Safety induction & Toolbox Talk trainings; Post awareness posters; Maintain social distancing; etc.	COVID-19 Compliance Officer / Contractor

Health & Safety Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Hi Visibility conti-suit	Annual/ As required or needing replacing			R-
2	Hi- Visibility T-Shirts	Annual/ As required or needing replacing			R-
3	Steel Toe-Capped Safety Boots	Annual/ As required or needing replacing			R-
4	Hi-Visibility Safety Vest	Annual/ As required or needing replacing			R-
5	SABS Approved Hard Hat	Annual/ As required or needing replacing			R-
6	Hi-Visibility Rain Suits	Annual/ As required or needing replacing			R-
7	Steel Toe Capped Gumboots	Annual/ As required or needing replacing			R-
8	Dust Masks (Stipulate FFP):	Annual/ As required or needing replacing			R-
9	Safety Glasses	Annual/ As required or needing replacing			R-
10	Gloves (Stipulate Type):	Annual/ As required or needing replacing			R-
11	Safety Harnesses	Annual/ As required or needing replacing			R-
12	Other:				R-
13	Trainings:				R-
14	Safety Representative Training	Once off			R-
15	First Aider Training	Once off			R-
16	Fire Fighting Training	Once off			R-
17	Legal liability	Once off			R-
18	H&S Salaries:				R-
19	CHS Manager	Monthly			R-
20	CHS Officer	Monthly			R-
21	Other:				R-
22	Specific H&S Items:				R-
23	Medicals	Pre-placement, Annual & Exit			R-
24	Spill Kit	Once off			R-
25	Accommodation of Traffic as per Client tender BOQ	Once off			R-
26	Inductions	Annual			R-
27	First Aid Kits	Once off			R-
28	Fire Extinguishers	Once off			R-
29	Ablutions	Once off			R-
30	Barrier Netting	Once off			R-
31	Appointment of AIA for asbestos	Not applicable			R-
32	Asbestos Management plan	Not applicable			R-
33	Asbestos removal by competent asbestos contractor	Not applicable			R-
34	Disposal of products containing asbestos	Not applicable			R-
35	Disposal of hazardous chemicals and contaminated soil	Once off			R-
36	Safety Signage:				R-
37	Construction Boards	Once off			R-
38	Fire Extinguisher	Once off			R-
39	Directional signs	Once off			R-
40	Emergency Assembly point	Once off			R-
41	No Smoking	Once off			R-
42	Ladies and Men's Toilets (Gender sign)	Once off			R-
43	No Naked Flames	Once off			R-
44	Other:				R-
45					
Principal Contractor			CHS		

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