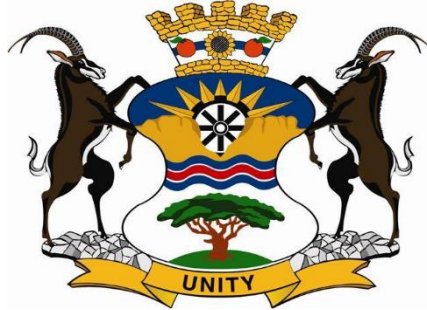




RUSTENBURG LOCAL MUNICIPALITY



RUSTENBURG LOCAL MUNICIPALITY

CONTRACT NO: RE-ADVERT - RLM/DTIS/0082/2023/24

Appointment of a service provider for the upgrade and maintenance of the Mpheni House chiller plant for the Rustenburg Local Municipality for a period 36 months

DATE

NAME OF BIDDER:

BID PRICE: (Vat Incl)

Prepared by:

**RUSTENBURG
LOCAL MUNICIPALITY
CNR BEYERS NAUDE AND MANDELA DRIVE
RUSTENBURG
014 590 3111**

BID CLOSES

DATE @09H00

1 | Page

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

| PARTICULARS OF THE BIDDER | |
|---|-------------|
| NAME OF THE BIDDING OR TENDERING COMPANY | |
| | |
| | |
| | |
| POSTAL ADDRESS | |
| | |
| | POSTAL CODE |
| STREET ADDRESS (PHYSICAL ADDRESS) | |
| | |
| | |
| | POSTAL CODE |
| E-MAIL ADDRESS | |
| TELEPHONE NUMBER (TELKOM LINE) | |
| CIDB CRS NUMBER (IF APPLICABLE) | |
| CELLPHONE NUMBER | |
| ALTERNATE CELLPHONE NO. | |
| CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY | |
| CRS NUMBER | |
| BID INFORMATION (TIME AND DATE OF CLOSER) | DATE: |
| | TIME: |
| BID PRICE (VAT INCLUSIVE) | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

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| | | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID PROCESS CRITERIA LIST

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

TENDERING PROCEDURES: **DOCUMENT COMPLETION INSTRUCTION AND RETURNABLE DOCUMENTS SCHEDULE**

A bid not complying with the requirements stated hereunder will be regarded as an “Unacceptable bid”, and as such will be rejected.

“Unacceptable bid” means any bid which, in all respects, does not comply with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

A bid will not be acceptable if:

1. Any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. The bid document is completed using a pencil or any other colour ink. Only black ink must be used to complete the bid document. Only tick the appropriate option. Please be informed that whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting.
3. The bid has not been properly signed by the designated signatory contained in the tender document.
4. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
5. The bid has been submitted after the relevant closing date and time.
6. Any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
7. Bid offers will be rejected if the bidder has abused the Rustenburg Local municipality’s Supply Chain Management System.
8. Failure to complete and sign and / or disclosing of wrong information in any of the declaration forms.
9. Compulsory questionnaire must be fully completed and signed.
NB! In a case of Joint Venture separate compulsory questionnaire forms must be completed and submitted.
10. The bidder has failed in a case of Joint Venture to submit separate MBD 5 forms for each partner.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

11. In the case of multi directors or joint venture, the bidder has failed to submit separate MBD 4 declaration forms for each director.

NB! If all directors have the same declarations, it is not necessary to submit different MBD 4 forms, however it is compulsory for directors to attach their details and signatures on the table provided.

12. The document is completed electronically and or electronically signed.

13. Bidder is not registered with Central Supplier Database (CSD)

14. The bidder fails to attach the following documents:

- A valid proof of payment with the relevant reference number as stipulated in the tender advertisement.
- Required CIDB Grading Certificate where applicable.
- The authority of signatory is not submitted (printed on bidder's letter head) if the tender is a CIDB related project.
- The bidder failed to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
- **Municipal rates and taxes statements of the directors**
 - ✓ Current municipal rates and taxes statement in the names of the director (from previous billable month determined by the date of tender closure) for each directors' address must be attached; or
 - ✓ Valid lease agreement of the director/s with all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc) or,
 - ✓ An original letter from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
 - ✓ If the rates and taxes account is not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are appearing on the municipal rates and taxes statement to confirm that the director resides in their property.
- **Municipal rates and taxes statements of the company**
 - ✓ Current municipal rates and taxes statement in the name of the company (from previous billable month determined by the date of tender closure) for the company's' address must be attached; or
 - ✓ Valid lease agreement of the company (showing all critical contractual obligations (i.e Lease period, use of premises, lessors' responsibilities, leases' possibilities, amounts related to the lease, address of the leased premises, signatures etc), or

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Employer

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Witness 1

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Witness 2

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Contractor

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Witness 1

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Witness 2



RUSTENBURG LOCAL MUNICIPALITY

- ✓ An original letter from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account is not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

The company address written on the tender document, and statement submitted must be the same as the one reflecting on the CSD report

- ✓ **For procurement expected to be less than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 90 days at the time of tender closure.**
- ✓ **For procurement expected to be more than 10 million, awards will not be made to bidders owing municipal rates and taxes for over 30 days at the time of tender closure.**

15. The bidder fails to comply with:

- Bidders must submit both a hard copy document and an electronic tender document in the form of a USB (only) which must be clearly marked with the company name. (Bidders will be disqualified for not submitting a USB containing the scanned bidding documentation)
- Bidders who use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.
- Bid documents which are not in envelopes that clearly marked with the bid number and description.
- **NB! Bidders will not be afforded a chance to rectify by either completing the tender document or submitting outstanding mandatory documents.**

VERIFICATION OF DOCUMENTS AND INFORMATION.

- Please note that by submitting this tender document, you are agreeing to the verification process of your supporting documents by the Rustenburg Local Municipality.
- Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- CIDB Grading will be verified.
- Sworn Affidavits will be accepted only if its originals submitted.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



RUSTENBURG LOCAL MUNICIPALITY

BID NOTICE

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

TENDER ADVERTISEMENT

| <u>BID NO.</u> | <u>DESCRIPTION</u> | <u>DOC. FEES</u> <u>(NON-REFUNDABLE)</u> | <u>EVALUATION</u> <u>CRITERION</u> | <u>ENQUIRIES</u> | <u>CLOSING DATE</u> |
|---|--|--|--|---|--|
| RE- ADVERT - RLM/DTI S/0082/2 023/24 | Appointment of a service provider for the upgrade and maintenance of the Mpheni House chiller plant for the Rustenburg Local Municipality for a period 36 months | <u>TENDER DOCUMENT AMOUNT</u> R 5 000.00 <u>REFERENCE NUMBER:</u> 0082+Company name <u>BANK NAME</u> Standard Bank <u>ACCOUNT NUMBER:</u> 033 054 657 | ❖ Administrative evaluation (document completion and attachment of mandatory documents) to include all necessary certifications. ❖ CIDB GRADING 4ME or higher ❖ 80/20 preferential point system (price = 80 & Specific goals = 20) | <u>TECHNICAL</u> Mr. M Sebopetsa 014 590 3769 msebopetsa@rustenburg.gov.za Ms. O. Serole 014 590 3566 oserole@rustenburg.gov.za | <u>DATE:</u> 14 March 2025 <u>TIME:</u> 09h00 |

- Bid documents must be in a sealed packaging clearly marked with the bid number and description, must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than the prescribed closing date, where after the bids will be opened in public at the Municipal offices.
- All bids will be evaluated in accordance with the Supply Chain Policy of the Rustenburg Local Municipality, PPPFA 2022 and other related legislations. Bids will remain valid for 90 days.
- The lowest or any bid will not be necessarily accepted, and the municipality reserves the right to accept the whole or part of any bid. The municipality reserves the right to increase or decrease quantities as indicated in the technical specifications. A market analysis conducted will be taken into consideration to ensure right procurement and quality service delivery.
- Tender submission must comply with the instruction note (Tender Completion and Attachment of Mandatory Documents) as well as all other additional tendering condition and requirements stated in the tender document.
- Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - reasons and/or grounds for the objection or complaint.
 - the way in which the objector or complainant's rights have been affected; and
 - the remedy sought by the objector or complainant
- Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained.
- Submissions which fail to adhere to all the requirements and instructions stated on this advert, E-tender advert, CIDB Website for CIDB tenders as well as the tender document will lead to disqualification.
- Should there be any contradictions between the information on the advert and the information in the tender document, then the information on this advert will take precedence.

TERMS OF REFERENCE (SPECIFICATIONS)

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

TERMS OF REFERENCE/ SPECIFICATIONS

GENERAL REQUIREMENTS:

BACKGROUND

Rustenburg Local Municipality is facing a challenge of a dysfunctional Chiller Plant in its MPHENI HOUSE building. This Chiller Plant has been out of service for at least 4 years and now needs urgent upgrade and refurbishment. The Municipality therefore requires the appointment of a reputable 4ME Air-conditioning Company to refurbish and upgrade the Chiller Plant and all its components to ensure that the 8 Storey building can be fully Heated, Ventilated and Airconditioned throughout the year.

COMPONENT 1 – Chilled Water Pump (model: Mart 160L, Serial: 299007005)

- Supply and install a new chilled water pump and motor.
- Remove the chilled water strainer and clean the strainer.

COMPONENT 2 – Condenser Water Pump (model: ETB125-400, Serial:3504-75)

- Supply and install a new condenser water pump and motor.
- Remove the condenser water pump strainer and clean the strainer.

COMPONENT 3 – Primary Hot Water Pump (model: ETAB80-33BK)

- Supply and install a new primary hot water pump and motor.
- Remove and clean water pump strainer.
- Supply and install new contactor and overload.

COMPONENT 4 – Secondary Hot Water Pump (model: ETA40-20)

- Supply and install a new secondary hot water pump and motor.
- Remove and clean water pump strainer.
- Supply and install new contactor and overload.

COMPONENT 5 – Water Primary Booster Pump (model: MN32-250B)

- Supply and install a new primary booster pump and motor.
- Remove and clean pump strainer.
- Supply and install new contactor and overload.

COMPONENT 6 – Cooling Water Pump

- Supply and install a new water pump and motor with pressure vessel.
- Alterations to water piping to fit new water pump.
- Supply and install new contactor and overload.

COMPONENT 7 – Carrier Chiller (Model 30HXE 200 405S, Serial 2035B27125)

- Carry Out Major Service and Refurbishment of the Carrier Chiller
- Carry out Major Service on the Compressors
- Supply and install new oil pump.

- Check and test communication between PC boards on the Carrier Chiller.
- Supply and install new expansion valves and test communication with the PC boards.
- Supply and install a new bypass valve on condensed water.
- Supply and install a new condensed water flow switch.
- Redo and make good, the electrical control wiring in the Carrier Chiller as per the original manufacturer's electric wiring diagram.
- Remove the condenser end covers, inspect condenser tubes and replace damaged ones, chemically clean the condenser tubes, brush condenser tubes and install new gaskets on condenser end cover.
- Supply and install a new condenser water and chilled water flow switch.
- Supply and install a new two-way valve and actuator on the condenser water pipe.
- Supply and install 2X new refrigerant filter.
- Supply and install 2X new external oil filter.
- Supply and install 3X new internal oil filter in the compressors.
- Clean, Leak test the refrigerant circuit and top up refrigerant.
- Supply and install new safety switch's pressure transducer and temperature sensors and test.
- Check and re-install as per the original manufacturer's electrical wiring diagram on the Carrier Chiller.
- Test run the operation of the Carrier Chiller at full load and produce a test report.
- Ensure the Chiller is fully operational at handover for summer and winter mode.

COMPONENT 8 – Air Handling Unit Tower Block (offices ground floor to seventh floor)
(model: Donkin fan Mart 160L, Serial:29900)

- Supply and install new cable between isolator and circuit breaker in the electrical distribution board control panel.
- Supply and install Star Delta Starter, main circuit breaker, overload and electrical wiring.
- Make good the electrical distribution board and control panel to original manufacturer's electrical wiring diagram.
- Supply and install new fan motor and fan assembly and make good starter panel.
- Chemically clean and make good, the heating water coil and cooling water coil.
- Supply and install new primary and secondary filters.
- Supply and install new pocket filters.

COMPONENT 9 – Air Handling Units (Rates Hall – Ground Floor)

- Supply and install new isolator, contactor and overload.
- Supply and install new fan motor.
- Chemically clean heating water coil and cooling water coil.
- Supply and install new primary and secondary filters.
- Repair and make good the electrical control wiring between two way hot and cold actuator valves and the controller. Check and make good all electrical wiring work.

COMPONENT 10 – Cooling Tower (Model VXT135C)

- Major Repairs and Refurbishment of the Cooling Tower.

(strip down the cooling tower, remove and clean internal and external panels, remove all corrosion inside the cooling tower. Treat and paint with epoxy paint. Paint external panels.

- Supply and install new cooling tower fan and motor.
- Refurbish the old cooling tower fan and motor.
- Supply and install the internal full pack and drift eliminators.
- Supply and install new damper control system with actuator motor and variable speed drive.

COMPONENT 11 – Building Management System (BMS)

- Supply and program new PC and Front-End display in office G3 on the ground floor.
- Supply New Product Access Key
- Supply and install new controllers for the BMS.
- Check. Rewire and make good all electrical control work of the BMS.
- Supply new BMS Controllers for each floor.
- Supply New Lan and communication cable.
- Build a new electrical supply circuit for the BMS.
- Reprogram, reinstate and test the graphics on the BMS.

COMPONENT 12 – Basement Extractor Fans

- Supply and install extractor fans.
- Supply and install new isolator, contactor and overload.
- Test Run the fans.

COMPONENT 13 – Electrical Distribution Board Basement Plant Room

- Supply and install new earth cable between the main air-conditioning electrical distribution board and the supply distribution board.
- Supply and install new electrical cable between the water pumps, Carrier Chiller, Electrical heater elements and distribution board.
- Supply and install new under and over voltage relays.
- Supply and install new relays and bases.
- Supply and install new 7day Timer.
- Run tests and certify all electrical work.
- Supply and install the Main Earth Cable in consultation with Rustenburg Local Municipality's Electrical Engineering Unit.

COMPONENT 14 – Water Treatment Plant

- Supply and install new water treatment system for chilled water and condensed water circuits.

COMPONENT 15 – Testing, Sign Off and Handover

- Hydrostatic Pressure Testing for the Hot water vessel
- Test and demonstrate the complete system in both winter and summer mode.
- Sign off and Handover.

MAINTENANCE OF CHILLERS

- Inspect water inlet and outlet for leaks
- Clean out and inspect the sump for corrosion
- Cooling coils need to be inspected and surfaces cleaned. Check for leaks, corrosion, or bent fins
- The zone control actuators should be inspected, cleaned, and all adjustments made
- The compressor needs various areas checked, these include: refrigerant charge, vibration, crankcase heater, oil levels and changes, operating temperatures, and if there are any leaks of refrigerant or oil.
- Condenser fans should be cleaned, bearings need to be checked for wear and lubricated, and belts and couplings need to be checked and tightness checked or adjusted as necessary.
- The condenser coil should be checked for corrosion and leaks and all fins or combs need to be checked for bent sections.
- The electrical disconnect should be inspected for proper operation and the contacts should be inspected and cleaned.
- The exhaust air damper needs to be inspected for proper operation, have the bearings lubricated, and calibrate or adjust it for optimal operation.
- Lubricate return air dampers also should be checked for proper operation, calibration, and bearings.
- The fresh air damper should also be inspected, calibrated, and bearings lubricated.
- The filter dryer also should be inspected and any old, dirty, or damaged filters be replaced.

AIR HANDLING UNITS

- Clean drain pans, sumps and strainers
- Check spray nozzles and clean if necessary
- Check fan and motor bearings for abnormal temperature and noise
- Check Vee Belt alignment and tension and adjust
- Check heater operation
- Check plenum lights
- Check operation of humidifier. Clean strainer
- Check operation of automatic and safety controls
- Check operation and setting of dampers

(i) Response Time Breakdown

The response time for breakdowns. To substantiate the turnaround time the service provider is committing to. The service provider should provide their residential address (Where the spares and replacements units will be kept) and this should be in line with the turnaround time provided.

(ii) Warranty/ Guarantee

The service provider is requested to provide/submit the guarantee and the warranty conditions and cover periods on all their workmanship, spares supplied and new air con units. This should relate to the (i) above.

(iii) Experience

Service providers will have to submit the traceable references of HVAC maintenance work, repairs and installation. Appointment letters as well as the reference letter which speaks to service standards will serve as the credible reference.

(iv) Accreditation and Professional Registration

Service providers are requested to provide their ISO 9001 certification and any affiliation with national and international recognized associations that aims to uphold a set of national or international

governing standards. e.g. (South African Refrigeration and Air Conditioning Contractors Associations) SARACCA

Conditions

The following special conditions that must be met upon appointment:

The appointed service provider will be required to have a team of the following personnel.

1. Mechanical Artisan (Fitter & Tuner) - Detailed CV with N4 Mechanical Engineering with a Trade test
2. Qualified Project Manager - Detailed CV with minimum ND Mechanical Engineering with a Project Management Certificate or qualification.
3. Electrician Qualified Electrician - Detailed CV with N4 Electrical Engineering with a Trade test

Failure to submit the above-mentioned required documents will nullify the appointment.

FUNCTIONALITY

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

N/A

AUTHORITY FOR SIGNATORY

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

SIGNATORY AUTHORISATION

FORM T2.2.2: AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by: (Mark applicable block)

- a company, and attach hereto a certified copy of the required resolution of the Board of directors

☐
- a partnership, and attach hereto a certified copy of the required resolution by all partners

☐
- a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐
- a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting a tender

☐
- a joint venture, and attach hereto

☐
- a) an notarially certified copy of the original document under which the joint venture was constituted; and
- b) certified authorised by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

SIGNED ON BEHALF OF TENDERER:

PLEASE NOTE:

Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the Bid liable to rejection.
The signatory shall confirm his / her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors / partners.

**MBD 1
INVITATION TO BID**

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR
THE UPGRADE AND MAINTENANCE OF THE
MPHENI HOUSE CHILLER PLANT FOR THE
RUSTENBURG LOCAL MUNICIPALITY FOR A
PERIOD 36 MONTHS**

PART A
MBD 1

INVITATION TO BID

| | | | | | |
|--|--|----------------------|---------------|----------------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY | | | | | |
| BID NUMBER: | RE-ADVERT RLM/DTIS/0082/2023/24 | CLOSING DATE: | 14 March 2025 | CLOSING TIME: | 09H00 |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE AND MAINTENANCE OF THE MPHENI HOUSE CHILLER PLANT FOR THE RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

| |
|--|
| RUSTENBURG LOCAL MUNICIPALITY |
| MISSIONARY MPHENI HOUSE |
| CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG |

| | | | | | |
|--------------------------------|-----------------|--|---------------|----------------|--|
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |

| | | | |
|--|---|---|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |

| | |
|--|--|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | TECHNICAL INFORMATION MAY BE DIRECTED TO: |
|--|--|

| | | | |
|-------------------------|---------------------------|-------------------------|------------------------------|
| DEPARTMENT | SCM | CONTACT PERSON | Mr. M. Sebopetsa |
| CONTACT PERSON | Ms. O. Serole | TELEPHONE NUMBER | 014 590 3769 |
| TELEPHONE NUMBER | 014 590 3566 | E-MAIL ADDRESS | msebopetsa@rustenburg.gov.za |
| E-MAIL ADDRESS | oserole@rustenburg.gov.za | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

| | |
|---|--|
| 1. | BID SUBMISSION: |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN |
| 1.3. | THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. | TAX COMPLIANCE REQUIREMENTS |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. | QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS: (BIDDER MAY NOT BE DISQUALIFIED ON THIS PART IF INDICATED THAT THEY ARE NOT FOREIGN BASED SUPPLIER) |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 3.1
PRICING SCHEDULE

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

PART A
MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|-------------------|
| Name of bidder..... | Bid number..... |
| Closing Time | Closing date..... |

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|---|
|----------|----------|-------------|---|

-
- | | | |
|---|--|--------------------------|
| - | Required by: | |
| - | At: | |
| | | |
| - | Brand and model | |
| - | Country of origin | |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | |
| - | Period required for delivery | |
| | | *Delivery: Firm/not firm |
| - | Delivery basis | |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

BILL OF QUANTITIES/ PRICING SCHEDULE

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
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HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

| | | |
|---|-----------------------|-------------------------|
| | | |
| | | |
| | A) MINOR SERVICE/Hour | B) MAJOR SERVICE / Hour |
| CHILLER PLANT MPHENI HOUSE | | |
| CHILLER PLANT CIVIC CENTRE | | |
| BUILDING MANAGEMENT SYSTEM | | |
| WATER TREATMENT (PER LITRE) | | |
| TOTAL | A)= R | B) = R |
| | | |
| OVERALL TOTAL PRICE(A+B) = R | | |
| THE PRICE SHOULD NOT INCLUDE SPARES AND CONSUMABLES | | |
| NB: Please note the services include all the air conditioning components | | |
| e.g. Air Handling Units, Cooling Towers , Chillers , Compressors etc., | | |

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1. Full Name of bidder or his or her representative:

2.2. Identity Number:

2.3. Position occupied in the Company (director, trustee, hareholder²):

2.4. Company Registration Number:

2.5. Tax Reference Number:

2.6. VAT Registration Number.....

2.7. Personal Reference Tax Number.....

- 2.7.1. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.8. Are you presently in the service of the state?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 2.8.1. If yes, furnish particulars.

.....
¹MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

2.9. Have you been in the service of the state for the past twelve months?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

2.9.1. If yes, furnish particulars.....

.....
2.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

2.10.1. If yes, furnish particulars.....

.....
2.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

2.11.1. If yes, furnish particulars.....

2.12. Are any of the company’s directors, trustees, managers, principal shareholders or stakeholders in service of the state?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

2.12.1. If yes, furnish particulars.....

.....

2.13. Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

2.13.1. If yes, furnish particulars.....

.....

2.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

2.14.1. If _____ yes, _____ furnish
particulars.....

.....

3. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Reference Tax Number | State Employee Number | Signature |
|-----------|-----------------|-------------------------------|-----------------------|-----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB: THE TABLE ABOVE IS TO BE FILLED IF THE COMPANY HAS MORE THAN ONE DIRECTOR.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10
MILLION (ALL APPLICABLE TAXES INCLUDED)**

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1

Are you by law required to prepare annual financial statements for auditing?

*YES

NO

1.1

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2

Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES

NO

2.1

If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2

If yes, provide particulars.

.....

.....

.....

3

Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES

NO

3.1

If yes, furnish particulars

.....

.....

4.

Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES

NO

4.1

If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....**2024**
Date

MBD 6.1
PREFERENCE POINTS CLAIM FORM

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 will be applicable in this tender.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

Note to tenderers: "The tenderer must indicate how they claim points for each preference point system. Points claimed will be verified by RLM using the CSD Report, and preference points will be allocated accordingly. Bidders who fail to complete the table below will NOT be disqualified BUT will not be allocated preference points.

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Means of Verification |
|---|---|---|---|
| Rustenburg Jurisdiction | 4 | | Latest (not older than three months) Municipal Account/Traditional Council letter |
| Rural /Township Businesses | 4 | | Latest (not older than three months) Municipal Account/Traditional Council letter |
| Black People | 2 | | Valid Sworn Affidavit |
| Persons with Disability | 2 | | Disability verification letter |
| Youth | 4 | | Certified ID copy |
| Women | 2 | | Certified ID copy |
| SMME's | 2 | | Company registration |
| Total | 20 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

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

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**MBD 9
CERTIFICATE OF INDEPENDENT BID
DETERMINATION**

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
APPOINTMENT OF A SERVICE PROVIDER FOR THE
UPGRADE AND MAINTENANCE OF THE MPHENI
HOUSE CHILLER PLANT FOR THE RUSTENBURG
LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS**

MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete. I, the undersigned, in submitting the accompanying bid: **RE-ADVERT - RLM/DTIS/0082/2023/24 - APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE AND MAINTENANCE OF THE MPHENI HOUSE CHILLER PLANT FOR THE RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS** (Bid Number and Description) in response to the invitation for the bid made by:

RUSTENBURG LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder): Bidders are required to fill in the name of their company in the space provided above.

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CIDB DOCUMENTS

**RE-ADVERT - RLM/DTIS/0082/2023/24 -
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Contents

Number | Heading

The Tender

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The Contract

Part C1: Agreement and Contract Data

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Part C3: Scope of Work

C3 | Scope of Work

Part C4: Site information

C4 | Site Information



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T1.2 Tender Data

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

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

| Clause Number | Tender Data |
|---------------|--|
| F.1.1 | The employer The employer is The Rustenburg Local Municipality. |
| F.1.3.2 | Replace the contents of the clause with the following: The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for the tender evaluation purposes, shall form part of the Contract arising from the invitation to tender. |
| F.2.1 | Eligibility Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4ME class of construction work, are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: Every member of the joint venture is registered with the CIDB; The lead partner has a contractor grading designation in the 4ME or higher; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4ME or higher class of construction work. Tenderers faced with the above scenario and who fail to meet the combined designation grading will not be considered for the tender. |

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| Clause Number | Tender Data |
|------------------|---|
| F.2.1. | Eligibility Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. |
| F.2.2 | Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer. |
| F.2.7 | Clarification Meeting There will be no compulsory briefing session. |
| F.2.10.5 | Pricing and tender offer Add the following to the clause: A digital copy of the Bill of Quantities can be obtained from E-Tender portal |
| F.2.11 | Alterations to documents Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. |

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F.2.12

Alternative tender offers

If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.

No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.

F.2.13

Submitting a tender offer

Add the following to the clause:

No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.

F.2.13.2

Replace the contents of the clause with the following:

Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety by writing in black ink.

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All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.

F.2.13.3

Parts of each tender offer communicated on paper shall be submitted as an original.

F.2.13.4

Add the following to the clause:

Only authorised signatories may sign the original tender offer where required in terms of 2.13.3.

F.2.13.5

F.2.15.1

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

Physical address and Location of tender box: Foyer of Missionary Mpheni House,
c/o Beyers Naude and Nelson Mandela Drive,
Rustenburg.

Identification details: BID NO: RE-ADVERT - RLM/DTIS/0082/2023/24 - APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE AND MAINTENANCE OF THE MPHENI HOUSE CHILLER PLANT FOR THE RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS and the closing date and time of the tender.

Postal address: P O Box 550, Rustenburg, 0300

The name and address of the tenderer shall be entered on the back of the envelope.

F.2.13.9

Add the following to the clause:

Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.

F.2.14

Information and data to be completed in all respects

Add the following to the clause:

The Tenderer is required to enter information in the following sections of the document:

Section T2.2 : Returnable Schedules Section
Section C1.1 : Form of Offer and Acceptance Section
Section C1.2 : Contract Data (Part 2) Section
Section C2.2 : Bill of Quantities

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The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.

The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.

The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.

Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.

F.2.15.1

Closing Time

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

F.2.15.2

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

F.2.16.1

Tender offer validity

The tender offer validity period is 90 days.

F.2.16.1

Add the following to the clause:

If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.

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Number

Tender Data

F.2.18

Provide other material

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Add the following to the clause:

Accept that if requested, the Tenderer shall within 14 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.

F.2.20.

Accept that the Employer, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture; and affirmation of the letter of intent referred to below.

The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document; and such guarantee with be put in place upon appointment.

F.2.22

Return of other tender documents

Return all retained tender documents prior to the closing time for the submission of Tender Offers.

F.2.23

Certificates

The tenderer is required to submit with his tender:

a Certificate of Contractor Registration issued by the CIDB

a copy of the CSD full report

All documents stated as mandatory documents.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.3.4

Opening of tender submissions

Tenders will be opened immediately after the closing time for tender

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| | |
|---------------|---|
| Clause Number | Tender Data |
| F.3.5 | Two-envelope system A two-envelope procedure will not be followed. |
| F.3.11 | Evaluation of Tenders The procedure for the evaluation of responsive tenders is Method 1 (Functionality, 80/20 Preferential Point System). |

EVALUATION ON TENDER PRICE

The following formula will be used to calculate the points for price.

$$Ps = x[1 - \frac{Pt - Pmin}{Pmin}]$$

where:

Ps = points scored for comparative price of tender under consideration

Pt = comparative price of tender under consideration

Pmin = comparative price of lowest acceptable tender

X = points assigned to price

NB: The lowest acceptable price will be based on the attached market analysis.

The following specific goals will be utilized for awarding of tenders. They can be applicable individually or wholly in awarding of points. The points will be allocated on merit per tender in line with the specification.

| Ownership | Points | Means of Verification |
|----------------------------|--------|---|
| Rustenburg Jurisdiction | 4 | Proof of address as envisaged on the list of mandatory documents and a full Central Supplier Database full report will be used for verification and allocation of points. |
| Rural /Township Businesses | 4 | |
| Black People | 2 | |
| Persons with Disability | 2 | |
| Youth | 4 | |
| Women | 2 | |

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Annexure F: Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (as amended in Board Notice 86 of 2010 (May 2010))

F.1 GENERAL

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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- a) conflict of interest means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

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

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

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

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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

F.2.13 Submitting a tender offer

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

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

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

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

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

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 THE EMPLOYER'S UNDERTAKINGS

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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c) is responsive to the other requirements of the tender documents.

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of tender offers

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:
- $$TEV = NFO + NP$$
- where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:
- $$TEV = NFO + NQ$$
- where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.
- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preference

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

$$\text{TEV} = \text{NFO} + \text{NP} + \text{NQ}$$

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

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

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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$$NFO = W1 + A$$

where: NFO is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

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

F.3.11.8 Scoring preferences

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

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

F.3.11.9 Scoring quality

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

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

$$NQ = W2 \times SO/MS$$

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

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

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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F.3.13 Acceptance of tender offer

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

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

F.3.14 Prepare contract documents

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

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

F.3.14.1 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

T2.1 additional Returnable Documents

Tenderers are required to submit the following with their tenders.

Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002,

Certified copy of Unemployment Insurance Certificate, Act 4 of 2002,

Curriculum vitae of the person who prepares the Contractor's Health and Safety Plan.

Curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).

Curriculum Vitae of all supervisory staff.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.1: Record of Addenda to tender documents

| | | |
|---|------|------------------|
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: | | |
| | Date | Title or Details |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Tenderer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.2: Compulsory Enterprise Questionnaire

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| | | | |
|--|--|--|--|
| | | | |
| | | | |

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

| | | | |
|------------|-------|----------|-------|
| Signed | _____ | Date | _____ |
| Name | _____ | Position | _____ |
| Enterprise | _____ | | _____ |
| name | _____ | | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.3: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

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

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.4: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

| | Name and address of proposed Subcontractor | Nature and extent of work | Previous experience with Subcontractor. |
|--|--|---------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | | | |
|----------|-------|----------|-------|
| Signed | _____ | Date | _____ |
| Name | _____ | Position | _____ |
| Tenderer | _____ | | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.5: Schedule of Plant and Equipment

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

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

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

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

| Quantity | Description, size, capacity, etc. |
|----------|-----------------------------------|
| | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.6: Schedule of the Tenderer's Experience

The following is a statement of similar work successfully executed / in progress by myself/ourselves in the last 5 years:

| Employer, contact person and telephone number. | Description of contract | Value of work inclusive of VAT (Rand) | Date completed |
|--|-------------------------|---------------------------------------|----------------|
| | | | |

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.7: FINANCIAL REFERENCES

(a) FINANCIAL STATEMENTS

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

(b) DETAILS OF COMPANY'S BANK

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

| DESCRIPTION OF BANK DETAIL | BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE | BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS |
|----------------------------|---|---|
| Name of bank | | |
| Branch name | | |
| Branch code | | |
| Street address | | |
| Postal address | | |
| Name of manager | | |
| Telephone number | () | () |
| Fax number | () | () |
| Account number | | |

Signed _____ Date _____
Name _____ Position _____
Tenderer _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.8: Proposed amendments and qualifications

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Employer

Witness 1

Page 10

Witness 2

Contractor

Witness 1

Witness 2

T2.2.9: Supervisory and Safety Personnel

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

| Name | % Time on Site | Position (Current) | Service (Years) | Name of Project And year executed | Value of Works | Position Occupied |
|--|----------------|--------------------|-----------------|-----------------------------------|----------------|-------------------|
| Contracts Manager | | | | | | |
| Contractor's Site Agent | 100% | | | | | |
| Contractor's Foremen | | | | | | |
| Construction Health and Safety Officer | 100% | | | | | |
| Contractors Surveyor | | | | | | |

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Tender
Part T2: Returnable Documents

Employer

Witness 1

Witness 2

Contractor

Returnable Schedules

Witness 1

Witness 2

T2.2.10: Labour Utilisation
Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities:

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

Tender T2.2
Part T2: Returnable Documents

Returnable Schedules

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervision;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

MAN DAYS

| Categories | No. of Man Days | | HDI (Y/N) |
|------------------------------------|-----------------|-------|-----------|
| | Imported | Local | |
| Contracts Manager | | | |
| Site Agent | | | |
| Foreman/Supervisors (specify type) | | | |
| 3.1 _____ | | | |
| 3.2 _____ | | | |
| 3.3 _____ | | | |
| Safety Inspectors (specify type) | | | |
| 4.1 _____ | | | |
| 4.2 _____ | | | |
| 5. Charge hands | | | |
| 6. Artisans | | | |
| 7. Operators/Drivers | | | |
| 8. Clerks/ Storeman | | | |
| 9. Team Leader | | | |

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Categories | No. of Man Days | | |
|-------------------------|-----------------|-------|-----------|
| | Imported | Local | HDI (Y/N) |
| 10. Skilled Labour | | | |
| 11. Semi-skilled Labour | | | |
| 12. Unskilled Labour | | | |

Signed

Date

Name

Position

Tenderer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

**T2.2.11: OCCUPATIONAL HEALTH AND SAFETY ACT:
STATEMENT BY TENDERING ENTITY**

I, _____ duly
authorised

to represent _____ (company
name)

in my capacity as _____
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons
who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of 1993
(as amended) and all regulations promulgated from time to time, whilst performing work on

I confirm that all employees who perform work on the site shall be properly trained to do this in a
manner which is safe and without risk to health and safety to themselves and others in the vicinity and
undertake to have our activities adequately supervised in the interest of health and safety.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

T2.2.12: Site Inspection Certificate

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the site visit and clarification meeting on the date certified below.

I/we further certify that I am / we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

Signature of Tenderer

Date

Site Visit

This will certify that

representing

attended a Site Inspection for this Contract on 20_____

_____(signed)
For the Engineer

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT
PART 1 (OF 4) : agreementS and contract data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Deed of Guarantee (Pro Forma)

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.1 Form of Offer and Acceptance

Offer

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

RE-ADVERT - RLM/DTIS/0082/2023/24 - APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADE AND MAINTENANCE OF THE MPHENI HOUSE CHILLER PLANT FOR THE RUSTENBURG LOCAL MUNICIPALITY FOR A PERIOD 36 MONTHS

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

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

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

..... Rand (in words); R
..... (in figures)

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

Signature Date
Name
Capacity

for the tenderer
(Name and
address of
organization)

Name and
signature
of witness

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work.

Part C4: Site information

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

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

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

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

Signature Date

Name
Capacity

for the
Employer Rustenburg Local Municipality
Missionary Mpheni House
c/o Beyers Naude & Nelson Mandela Drive
Rustenburg

Name and Date

signature
of witness

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Schedule of Deviations

Notes :

- 1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here;
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

for the tenderer

Signature Date
Name
Capacity

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

Name and
signature
of witness

for the Employer

Signature Date
Name
Capacity

Rustenburg Local Municipality
Missionary Mpheni House
c/o Beyers Naude & Nelson Mandela Drive
Rustenburg

Name and Date.
signature
of witness

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 2nd Edition (2010), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 2nd Edition (2010), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Part 1: Data Provided by the Employer

| Clause | Contract Data |
|----------|--|
| 1.1.1.5 | Replace the contents of Clause 1.1.1.5 with the following: The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with the Works. The instruction to commence with the works will not be issued later than 28 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect. |
| 1.1.1.13 | The Defects Liability Period for the Works shall be 365 days. |
| 1.1.1.14 | Add the following to the end of this definition: This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing. The time for achieving practical completion is 6 Months. |
| 1.1.1.15 | The Employer is Rustenburg Local Municipality. |
| 1.1.1.16 | The Engineer means any Director, Associate or Professional Engineer appointed generally or specifically by the management of the firm Rustenburg Local Municipality to fulfil the functions of the Engineer in terms of the Conditions of Contract. |
| 1.1.1.26 | The pricing strategy is Re-measurement Contract. |
| 1.2.1 | Add the following to the clause: 1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise. |

Contract 50 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Clause | Contract Data |
|---------|---|
| | <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p> |
| 1.2.1.2 | <p>The address of the Employer is: Rustenburg Local Municipality C/o Beyers Naudé & Nelson Mandela Drive</p> <p>P O Box 550 Rustenburg 0300</p> |
| 1.3.6 | <p>Add the following new Clause:</p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p> |
| 3.1.3 | <p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.1.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.1.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.1.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p> |
| 4.1.2 | <p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with</p> |

Contract 51 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Clause | Contract Data |
|--------|---|
| | <p>the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p> |
| 4.3.3 | <p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p> |
| 4.3.4 | <p>Add the following new clause:</p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p> |
| 4.3.5 | <p>Add the following new clause:</p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p> |
| 4.3.6 | <p>Add the following new clause:</p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p> |
| 4.3.7 | <p>Add the following new clause:</p> <p>The Ministerial Determination 4, Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No 949 of 22 October 2010, as appended to these</p> |

Contract 52 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Clause | Contract Data |
|--------|--|
| | Contract Data as Annexure A, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers. |
| 4.10.3 | Add the following new clause: The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work. |
| 5.3.1 | Add the following: The documentation required before commencement with Works Execution are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) A detailed cash flow forecast (Refer to Clause 5.6.2.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) |
| 5.3.2 | Add the following: The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days. |
| 5.4.2 | The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope or Works and/or Site information. |
| 5.6.1 | Add the following to the clause: In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings. |
| 5.7.1 | Delete the last paragraph of the clause and replace with the following: No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined. |
| 5.8.1 | The non-working days are Sundays. Special non-working days shall be all South African Statutory holidays and the official building holidays (which commences on 16 December and ends on 10 January). |
| 5.12.3 | Delete the contents of the clause and insert the following: If an extension of time is granted, other than an extension resulting from abnormal rainfall in terms of Clause 5.12.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned. |
| 5.12.5 | Add the following new clause: Extension of time due to Abnormal Rainfall Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula: |

Contract 53 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Clause | Contract Data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------|--|---|---------|-------|---|----------|------|---|-------|------|---|-------|------|---|-----|-----|---|------|-----|---|------|-----|---|--------|-----|---|-----------|------|---|---------|------|---|----------|------|---|----------|-------|---|-------|-------|----|--|
| | | <table><tr><td>January</td><td>130,1</td><td>4</td></tr><tr><td>February</td><td>94,2</td><td>3</td></tr><tr><td>March</td><td>75,1</td><td>2</td></tr><tr><td>April</td><td>60,3</td><td>2</td></tr><tr><td>May</td><td>9,8</td><td>0</td></tr><tr><td>June</td><td>5,9</td><td>0</td></tr><tr><td>July</td><td>1,6</td><td>0</td></tr><tr><td>August</td><td>7,2</td><td>0</td></tr><tr><td>September</td><td>18,8</td><td>0</td></tr><tr><td>October</td><td>57,5</td><td>2</td></tr><tr><td>November</td><td>89,4</td><td>3</td></tr><tr><td>December</td><td>105,8</td><td>3</td></tr><tr><td>TOTAL</td><td>655,7</td><td>19</td></tr></table> | January | 130,1 | 4 | February | 94,2 | 3 | March | 75,1 | 2 | April | 60,3 | 2 | May | 9,8 | 0 | June | 5,9 | 0 | July | 1,6 | 0 | August | 7,2 | 0 | September | 18,8 | 0 | October | 57,5 | 2 | November | 89,4 | 3 | December | 105,8 | 3 | TOTAL | 655,7 | 19 | |
| January | 130,1 | 4 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| February | 94,2 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| March | 75,1 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| April | 60,3 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May | 9,8 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| June | 5,9 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| July | 1,6 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August | 7,2 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September | 18,8 | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| October | 57,5 | 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| November | 89,4 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| December | 105,8 | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | 655,7 | 19 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | No adjustment to the total for time-related preliminary and general items will be applicable for any automatic extension of time for completion granted in terms of this clause. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.13. | <p>Delete the contents of the clause and insert the following:</p> <p>5.13.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion.</p> <p>The penalty for delay shall be: R2000-00 per day.</p> <p>5.13.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>5.13.2.1certified as complete in terms of a Certificate of Practical Completion; or</p> <p>5.13.2.2occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor);</p> <p>then the appropriate penalty for delay referred to in Clause 5.1.3.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>5.13.3 The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>5.13.4 All penalties for which the Contractor becomes liable in terms of Clause 5.13.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>5.13.5 The imposition of any penalties in terms of Clause 5.13.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 9.2.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.13.4 | Add the following new Clause: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Contract 55 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Clause | Contract Data |
|----------|--|
| | <p>If the Contractor shall, without the prior written permission of the Engineer, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <p>fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</p> <p>utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</p> <p>utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</p> <p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> |
| 5.16.3 | The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1 |
| 6.1.1 | <p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> |
| 6.2.1 | <p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the Contract Price (including Value Added Tax) at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Surety ship) which is included in Part C1.3 of this document. This approval or otherwise shall be based upon legal opinion to be provided by the Engineer.</p> |
| 6.8.2 | The application of a Contract Price Adjustment factor will not apply to this Contract. "Refer to Contract Price Adjustment Schedule for details". |
| 6.8.3 | Price Adjustments for variations in the cost of special materials will be allowed. "The Contractor will be required to provide full details in Part 2 of the Contract Data". |
| 6.8.4 | In line 8 delete the words "between the Employer and the Contractor". |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%. |

Contract 56 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| Clause | Contract Data |
|----------|---|
| 6.10.3 | The percentage retention is 10%. The Limit of Retention Money is 5% of the Contract Price at the time of the Agreement made in terms of the Form of Offer and Acceptance coming into effect. |
| 6.10.4 | In line 4 delete the word "said" and insert the word "correct". |
| 6.10.9 | Replace the first sentence of the clause with the following: Within 14 days after the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final statement of all moneys due to him for additional work ordered by the Engineer after the Certificate of Completion date (save in respect of matters in dispute, in terms of Clause 58, and not yet resolved) plus the remainder of retention monies (subject to Clause 49.5.1) retained by the Employer. |
| 6.11.1.3 | Delete "15 %" and replace it with "25%". |
| 8.6.1.3 | The limit of indemnity for liability insurance is R5 000 000 per event, the number of events being unlimited. |
| 10.5.3 | The number of Adjudication Board Members to be appointed is 1 (One). |

Contract 57 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

| CONTRACT PRICE ADJUSTMENT SCHEDULE | |
|------------------------------------|--|
| Clause | Contract Data |
| 1.1 | The application of a Contract Price Adjustment factor will not apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below; X=0,10 a=0.15 b=0.20 c=0.55 d=0.1 |
| 1.2 | Replace the definitions of the relevant indices with the following: "L" is the "Labour Index" and shall be the "Consumer Price Index" as published in the Consumer Price Index Statistical Release P0141 (Table A – Consumer Price Index and percentage change according to Rustenburg of Statistics South Africa. "P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa. "M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release P0142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa. "F" is the "Fuel Index" and shall be the "Diesel fuel – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release P0142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa. |
| 1.3 | The base month shall be the month prior to the closing date of this tender. |

Contract 58 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

Part 2: Data provided by the Contractor

| | | | |
|---------|---|---|----------------------|
| Clause | Contract Data | | |
| 1.1.1.9 | The name of the Contractor is: | | |
| 1.2.1.2 | The address of the Contractor is: | | |
| 6.2.1 | The security to be provided by the Contractor shall be one of the following: | | |
| | Type of Security | Contractor's choice. Indicate "Yes" or "No" | |
| | Cash deposit of 10% of the Contract Sum (Incl. VAT). | | |
| | Performance guarantee of 10 % of the Contract Sum (Incl. VAT). | | |
| | Retention of 10% of the value of the Works (Incl. VAT). | | |
| | Cash deposit of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT). | | |
| | Performance guarantee of 5% of the Contract Sum (Incl. VAT) plus retention of 5% of the value of the Works (Incl. VAT). | | |
| 6.8.3 | The variation in cost of special materials is: | | |
| | Special Material | Method | Price for Base Month |
| | | | |

END OF SECTION

Contract 59 C1.2

Part C1: Agreement and Contract Data

Contract Data

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

PRO FORMA
PERFORMANCE GUARANTEE

Contract No RE-ADVERT - RLM/DTIS/0082/2023/24

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means: _____

"Contractor" means: _____

"Engineer" means: _____

"Works" means: _____

"Site" means: _____

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

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

Amount in Words

.....
"Guaranteed Sum" means: The maximum aggregate amount of

.....
Amount in Words

.....
"Expiry Date" means:

CONTRACT DETAILS

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

Contract 60 C1.3
Part C1: Agreement and Contract Data

Form of Guarantee

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 this 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 receipts 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 term 1.
7. Where the Guarantor has made payment in term 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 Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Employer.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

Contract 61 C1.3
Part C1: Agreement and Contract Data

Form of Guarantee

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

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 services 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 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 Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's court.

Signed at.....

Date.....

Guarantor's signatory (1).....

Capacity.....

Guarantor's signatory (2).....

Capacity.....

Witness signatory (1).....

Witness signatory (2).....

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

CONTRACT
PART 2 (OF 4) : PRICING DATA

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

C2.1 Pricing Instructions

- 1. Measurement and payment shall be in accordance with the relevant provisions of COLTO 1998 Edition for Road and Bridgework for State Road Authorities referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of COLTO 1200, General Requirements and Provisions.
- 2. The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

% = percent
h = hour

Contract 63 C3
Part C3: Scope of Work

Scope of work

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Employer | Witness 1 | Witness 2 | Contractor | Witness 1 | Witness 2 |

| | | | |
|----------------------|---|-----------------------|--|
| ha | = | hectare | |
| kg | = | kilogram | |
| kl | = | kilolitre | |
| km | = | kilometre | |
| km-pass | = | kilometre-pass | |
| kPa | = | kilopascal | |
| kW | = | kilowatt | |
| l | = | litre | |
| m | = | metre | |
| mm | = | millimetre | |
| m ² | = | square metre | |
| m ² -pass | = | square metre-pass | |
| m ³ | = | cubic metre | |
| m ³ -km | = | cubic metre-kilometre | |
| MN | = | meganewton | |
| MN.m | = | meganewton-metre | |
| MPa | = | megapascal | |
| No. | = | number | |
| Prov sum | = | Provisional sum | |
| PC sum | = | Prime Cost sum | |
| R/only | = | Rate only | |
| sum | = | lump sum | |
| t | = | ton (1000 kg) | |
| W/day | = | Work day | |
| Pers. Days | = | person days | |

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

4. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

5. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items

7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

Contract 64 C3
Part C3: Scope of Work

Scope of work

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2

8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.

10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the COLTO Standardised Specifications.

12. All prices and rates entered in the Bill of Quantities must be excluding Value Added Tax (VAT). VAT will be added last on the summary page of the Bill of Quantities.

Employer

Witness 1

Witness 2

Contractor

Witness 1

Witness 2



C4.2: OSH Specifications



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Compiled for

RUSTENBURG LOCAL MUNICIPALITY

For

CIVIL CONSTRUCTION &



BUILDING PROJECTS

1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Rustenburg Local Municipality, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in the Act and the Regulations made there-under. In terms of Section 7 of the Act read with the Construction Regulation 5, the Principal Contractor shall be responsible for the Health & Safety Policy for the site as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Rustenburg Local Municipality. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document.



These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to all the projects, cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Client pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Client is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. (All references to the singular shall also be regarded as references to the plural)

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Rustenburg Local Municipality. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and



- d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS

“Purpose of the Act” - To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“Construction Work” - is defined as any work in connection with:

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

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

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

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

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;



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“Health and Safety Plan” – means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

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

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

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

“Risk Assessment” – means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1 Overall Supervision and Responsibility for OH&S

5.1.1.1 The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

5.1.1.2 The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

5.1.1.3 All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

5.1.1.4 The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).



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5.1.1.5 All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. FURTHER (SPECIFIC) SUPERVISION RESPONSIBILITIES FOR OH&S

5.1.2.1 Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

5.1.3 Required appointments as per the Construction Regulations:-

| Item | Regulation | Appointment | Responsible Person |
|------|-----------------|--|----------------------|
| 1. | 4(1)(c) | Principal contractor for each phase or project | Client |
| 2. | 5.(3)(b) | Contractor | Principal Contractor |
| 3. | 5(11) | Contractor | Contractor |
| 4. | 6(1) | Construction supervisor | Contractor |
| 5. | 6(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 6(6) | Construction Safety Officer | Contractor |
| 7. | 7(1) | Person to carry out risk assessment | Contractor |
| 8. | 7(4) | Trainer/Instructor | Contractor |
| 9. | 8(1)(a) | Fall protection planner | Contractor |
| 10. | 10 (a) | Formwork & support work supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & support work examiner | Contractor |
| 12. | 11(1) | Excavation supervisor | Contractor |
| 13. | 11(3)(b)(ii)(b) | Professional engineer or technologist | Contractor |
| 14. | 11(3)(k) | Explosives expert | Contractor |
| 15. | 12(1) | Supervisor demolition work | Contractor |
| 16. | 12(2) + (3) | Demolition expert | Contractor |
| 17. | 12(11) | Explosives expert | Contractor |
| 18. | 14(2) | Scaffold supervisor | Contractor |
| 19. | 15(1) | Suspended platform supervisor | Contractor |
| 20. | 15(2)(c) | Compliance plan developer | Contractor |
| 21. | 15(8)(c) | Suspended platform expert | Contractor |
| 22. | 15(13) | Outrigger expert | Contractor |
| 23. | 17(8)(a) | Material hoist inspector | Contractor |
| 24. | 18(1) | Batch plant supervisor | Contractor |
| 25. | 18(7) | Batch plant operator | Contractor |
| 26. | 19(2)(b) | Power tool expert | Contractor |
| 27. | 19.2 (g) (i) | Power tool controller | Contractor |
| 28. | 20(f) | Tower crane operator | Contractor |
| 29. | 21(1)(d)(i) | Construction vehicle and mobile plant operator | Contractor |



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| | | | |
|-----|----------|---|------------|
| 30. | 21(1)(j) | Construction vehicle and mobile plant inspector | Contractor |
| 31. | 22(d) | Temporary electrical installations inspector | Contractor |
| 32. | 22 (e) | Temporary electrical installations controller | Contractor |
| 33. | 26 (a) | Stacking and storage supervisor | Contractor |
| 34. | 27 (h) | Fire equipment inspector | Contractor |

5.1.4 This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter “Introduction” (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 COMMUNICATION & LIAISON

5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the “owner(s)” and consultant and /or between the “owner(s)” and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.



(Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1 CLIENT

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for each project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

have failed to implement or maintain their health and safety plan;

have executed construction work which is not in accordance with their health and safety plan; or

act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 PRINCIPAL CONTRACTOR



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7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a renderer’s offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.



7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

8. SCOPE OF WORK

These specifications are applicable to the scope of works of both civil engineering and architectural building projects as detailed in their specific tender documents, this amongst all includes for example:

Site clearance & establishment

Site hoarding, demarcation and demolition

Bulk Earthworks

Piling

Columns

Preparation of site by leveling, compaction and e.t.c

Excavations for other services Etc.”

N.B Construction Regulation 5(3) (g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

9. HEALTH AND SAFETY FILE

9.1 The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

9.2 The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.



10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

10.1 The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

11.1 The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specification Requirements")

11.2 The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

12.2.1 The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

12.2.2 A representative of the Principal Contractor and the relevant Health and Safety Representative(s) i.e. (Safety Officer / or SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting and Safety Officer/ SHE Rep's daily safety inspection reports reflecting possible recommendations made to the Employer for reference purposes.

12.3 INCIDENTS REPORTS

The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:



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Dies

becomes unconscious

loses a limb or part of a limb

is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

a major incident occurred;

the health or safety of any person was endangered;

where a dangerous substance was spilled;

the uncontrolled release of any substance under pressure took place;

machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects;

machinery ran out of control,

The Report of the above incidents must be made to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

The Principal Contractor is required to provide as soon as possible the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports as per clause 12 above. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

EOHSE cc: 014 5333 792 - OHS Consultants for the Rustenburg Local Municipality

Department of Labour: 014 5928 214

The client (Rustenburg Local Municipality): 014 590 3550

REVIEW

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.



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The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

SITE RULES AND OTHER RESTRICTIONS

Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

General Induction Training



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All employees of the Principal and other Contractors must be in possession of proof of General Induction training.

Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All legal appointees in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

General Induction (Section 8 of the Act)

Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)

Site/Project Manager

Construction Supervisor

OH&S Representatives (Section 18 (3) of the Act)

Training of the Appointees indicated in 12.6.1 & 12.6.2 above

Operation of Cranes (Driven Machinery Regulations 18 (11))

Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)

Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)

As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)

Storekeeping Methods & Safe Stacking (Construction Regulation 26)

Emergency, Security and Fire Co-coordinator

Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9).

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9).



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The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees: Designation of H&S Representatives (‘SHE – Reps’)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7).

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

Duties and Functions of the H&S Representatives

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.



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Agenda:

Opening and determining of chairmanship (only when necessary)

Minutes of Previous Minutes;

Observations;

Program and Safety considerations;

Hygiene;

Housekeeping improvement;

Incidents & Accidents / Injuries

Registers:

H&S Rep. Inspections;

Matters of First Aid;

Scaffolding;

Ladders;

Excavations;

Mobile plant and machinery;

Portable Electric Equipment;

Fire Equipment

Explosive Power Tools;

Power Hand tools;

Incident! Report Investigation;

Pressure Vessels;

Personal Protective Equipment.

Safety performance Evaluations

Education & Safety promotion program;

First Aid Officials and training in First Aid;

Demarcation of work- /hazardous-/safe/areas/walkways;

Posters and signage;

Environmental preservation and conservation;

Specific training programmes;

General

Date of Next Meeting

Closing

PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

Clearing & Grubbing of the Area/Site



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Site Establishment including:

Office/s

Secure/Safe Storage and storage areas for materials, plant & equipment

Ablution facilities

Sheltered dining area

Accommodation facilities

Vehicle access to the site

Dealing with existing Structures (i.e. demolition)

Location of existing Services

Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment

Adjacent Land uses/Surrounding property exposures

Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.

Exposure to Noise

Exposure to Vibration

Exposure to dust (i.e. cement dust, etc)

Protection against dehydration and heat exhaustion

Protection from wet & cold conditions

Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf.

Use of Portable Electrical Equipment including:

Angle grinder

Electrical Drilling machine

Skill saw

Excavations including:

Ground/soil conditions

Trenching

Shoring

Drainage

Daily inspections

Welding including:

Arc Welding

Gas welding

Flame Cutting

Use of LP Gas torches and appliances



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Loading & Offloading of Trucks;

Aggregate/Sand and other Materials Delivery;

Manual and Mechanical Handling of heavy materials;

Lifting and Lowering Operations;

Driving & Operation of Construction Vehicles and Mobile Plant including:

Trenching machine

Excavator

Bomag Roller

Saw cutter

Plate Compactor

Front End Loader

Tipper Trucks

Mobile Cranes and the ancillary lifting tackle

Parking of Vehicles & Mobile Plant

Towing of Vehicles & Mobile Plant

Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

Layering and Bedding of trench floor;

Installation of Pipes in trenches;

Backfilling of Trenches

Protection against Flooding

Gabion work



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| OHS Act Section/ Regulation | Subject | Requirements |
|---|---|---|
| Construction Regulation 3 | Notice of carrying out Construction work | Department of Labour notified Copy of Notice available on Site |
| General Admin. Regulation 4 | *Copy of OH&S Act (Act 85 of 1993) | Updated copy of Act & Regulations on site. Readily available for perusal by employees. |
| COID Act Section 80 | *Registration with Compensation Insurer | Written proof of registration/Letter of good standing available on Site |
| Construction. Regulation 4 & 5(1) | H&S Specification & Programme | H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly |
| Section 8(2)(d) Construction Regulation 7 | *Hazard Identification & Risk Assessment | Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained |
| Section 16(2) | *Assigned duties (Managers) | Responsibility of complying with the OH&S Act assigned to other person/s by CEO. |
| Construction Regulation 6(1) | Designation of Person Responsible on Site | Competent person appointed in writing as Construction Supervisor with job description |
| Construction Regulation 6(2) | Designation of Assistant for above | Competent person appointed in writing as Assistant Construction Supervisor with job description |
| Section 17 & 18 General Administrative Regulations 6 & 7 | *Designation of Health & Safety Representatives | More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management. |
| Section 19 & 20 General Administrative Regulations 5 | *Health & Safety Committee/s | H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management. |
| Section 37(1) & (2) | *Mandatory Agreements with (Sub-)Contractors | Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. |



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| | | H&S Reps & H&S Committee Written arrangements re. First Aid | Use of |
| Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41 | *Reporting of Incidents (Dept. of Labour) | Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept | |
| General Admin. Regulation 9 | *Investigation and Recording of Incidents | All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management. | |

Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project;

Protection from Overhead Power Lines;

As discovered by the Principal Contractor's hazard identification exercise;

As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site

As discovered from any accident/incident investigation.

The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

16.1 Administrative & Legal Requirements

Education, Training & Promotion

Public Safety & Emergency Preparedness

Personal Protective Equipment

Housekeeping

Working at heights

Scaffolding, Formwork & Support work

Ladders

Electrical Safeguarding

Emergency/Fire Prevention & Protection

Excavations & Demolition

Tools

Cranes



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Personnel & Material Hoists
 Transport & Materials Handling
 Site Plant & Machinery
 Plant & Storage Yards/Site Workshops Specifics
 16.18 Health & Hygiene

17. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

17.1 ADMINISTRATIVE & LEGAL REQUIREMENTS

| OHS Act Section/ Regulation | Subject | Requirements |
|----------------------------------|---------------------------------|---|
| Construction Regulation 8 | Fall Prevention & Protection | Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated & Available on Site |
| Construction. Regulation 8(5) | Roof work | Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site |
| Construction. Regulation 9 | Structures | Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept |



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| Construction. Regulation 10 | Formwork & Support work | Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. - Inspection register kept |
| Construction. Regulation 14 | Scaffolding | Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept |
| Construction. Regulation 15 | Suspended Platforms | Competent persons appointed in writing to: - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept |



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| | | Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available |
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| OHS Act Section/ Regulation | Subject | Requirements |
|--------------------------------|-------------------------|--|
| Construction. Regulation 11 | Excavations | Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used |
| Construction. Regulation 12 | Demolition Work | Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept |
| Construction. Regulation 17 | Materials Hoist | Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept. |
| Construction. Regulation 19 | Explosive Powered Tools | Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded |



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| | | Cleaned daily after use Work areas are demarcated! |
| Construction. Regulation 18 | Batch Plants | Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept |
| Construction. Regulation 20/ Driven Machinery Regulations 18 & 19 | Cranes & Lifting Machines Equipment | Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application |
| Construction. Regulation 22/ Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations | *Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools) | Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/ numbered. Weekly visual inspection by User/Issuer/Store man. Register kept. |
| Construction Regulation 26/ General Safety Regulation 8(1)(a) | *Designation of Stacking & Storage Supervisor. | Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site |

| OHS Act Section /Regulation | Subject | Requirements |
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| Construction. Regulation 27/ Environmental Regulation 9 | *Designation of a Person to Co-ordinate Emergency Planning And Fire Protection | Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually |
| General Safety Regulation 3 | *First Aid | Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries |
| General Safety Regulation 2 | Personal Safety Equipment (PSE) | PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4) |
| General Safety Regulation 9 | *Inspection & Use of Welding/Flame Cutting Equipment | Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels |
| Hazardous Chemical Substances (HCS) | *Control of Storage & Usage of HCS | Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) |



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| Regulations Construction Regulation 23 | and Flammables | Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers |
| Vessels under Pressure Regulations | Vessels under Pressure (VUP) | Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs every 36 months. Register/Log kept of inspections, tests. Modifications & repair |

| OHS Act Section /Regulation | Subject | Requirements |
|----------------------------------|---|---|
| Construction Regulation 21 | Construction Vehicles & Earth Moving Equipment | Operators/Drivers appointed to: Carry out a daily inspection prior to use Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept |
| General Safety Regulation 13A | *Inspection of Ladders | Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register |
| General Safety regulation 13B | Ramps | Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register |

EDUCATION & TRAINING

| Subject | Requirement |
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| *Company OH&S Policy Section 7(1) | Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed. |
| *Company/Site OH&S Rules (Section 13(a)) | Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules. |
| *Induction & Task Safety Training (Section 13(a)) | All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions. |
| *General OH&S Training (Section 13(a)) | All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions. |
| *Occupational Health & Safety Promotion | Incident Experience Board indicating e.g. * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme. |

PUBLIC SAFETY, SECURITY MEASURES & EMERGENCY PREPAREDNESS

| Subject | Requirement |
|--------------------|---|
| *Notices & Signs | Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry". Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs |
| *Site Safeguarding | |



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| *Security Measures | Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site. Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication |
| *Emergency Preparedness | Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets) |
| *Emergency Drill & Evacuation | Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available displayed and practiced. (See Section 1 for Designation & Register) |

PERSONAL PROTECTIVE EQUIPMENT

| Subject | Requirement |
|--------------------------|--|
| *PPE needs analysis | Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4) |
| *Head Protection | All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed) |
| *Foot Protection | All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed |
| *Eye and Face Protection | Eye and Face (also Hand and Body) Protection (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines |



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| | <ul style="list-style-type: none"> * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc. |
| *Hearing Protection | <p>Hearing Protectors (Muffs, Plugs etc.) used when operating the following:</p> <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers |
| *Hand Protection | <p>Protective Gloves worn by employees handling / using:</p> <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc. |
| *Respiratory Protection | <p>Suitable/efficient prescribed Respirators worn correctly by employees handling / using:</p> <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc. |
| *Fall Prevention Equipment | <p>Suitable Safety Belts / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:</p> <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. <p>Other methods of fall prevention applied e.g. catch nets</p> |
| *Protective Clothing | <p>All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.</p> |
| *PPE Issue & Control | <p>Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)</p> |

HOUSEKEEPING

| Subject | Requirement |
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| *Scrap Removal System | <p>All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily)</p> <p>Scrap/Waste removal from heights by chute/hoist/crane.</p> <p>Nothing thrown/swept over sides.</p> <p>Scrap disposed of in designated containers/areas</p> <p>Removal from site/yard on a regular basis.</p> |
| <p>Stacking & Storage</p> <p>(See Section 1 for Designation & Register)</p> | <p>Stacking:</p> <ul style="list-style-type: none"> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <p>Storage:</p> <ul style="list-style-type: none"> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc. |
| *Waste Control/ Reclamation | <p>Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas.</p> <p>All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).</p> <p>Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.</p> |
| Sub-contractors (Housekeeping) | Sub-contractors are required to comply with Housekeeping requirements. |

WORKING AT HEIGHTS (INCLUDING ROOF WORK)

| Subject | Requirement |
|----------|---|
| Openings | Unprotected openings adequately guarded/fenced/barricaded/catch nets installed |
| Roofing | <p>Roof work discontinued when bad/hazardous weather</p> <p>Fall protection measures (including warning notices) when working close to edges or on fragile roofing material</p> <p>Covers over openings in roof of robust construction/secured against displacement</p> |



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SCAFFOLDING / FORMWORK / SUPPORT WORK

| Subject | Requirement |
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| Access/System Scaffolding | Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085 |
| Free Standing Scaffolding | Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085 |
| *Mobile Scaffolding | Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs |
| *Mobile Scaffolding | Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085 |
| Suspended Scaffolding | Outriggers securely supported and anchored. Correct No. of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides All winches / ropes / cables / brakes inspected regularly and replaced as prescribed Scaffolding complies with OHS Act (Act 85/93) |



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| | Winch(es) maintained by competent person(s) |
| Formwork / Support Work | <p>All components in good condition.</p> <p>Foundation firm / stable.</p> <p>Adequate bracing / stability ensured.</p> <p>Good workmanship / uprights straight and plumb.</p> <p>Good cantilever construction.</p> <p>Safe access provided.</p> <p>Areas under support work tidy.</p> <p>Same standards as for system scaffolding.</p> |
| Special Scaffolding | Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists. |
| Edges & Openings | <p>Edges barricaded to acceptable standards.</p> <p>Manhole openings covered / barricaded.</p> <p>Openings in floor / other openings covered, barricaded/fenced.</p> <p>Stairs provided with handrails.</p> <p>Lift shafts barricaded / fenced off.</p> |

LADDERS

| Subject | Requirement |
|-------------------------------------|--|
| *Physical Condition / Use & Storage | <p>Stepladders - hinges/stays/braces/stiles in order.</p> <p>Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</p> <p>Extension / Straight ladders secured or tied at the bottom / top.</p> <p>No joined ladders used</p> <p>Wooden ladders are never painted except with varnish</p> <p>Aluminium ladders NOT to be used with electrical work</p> <p>All ladders stored on hooks / racks and not on ground.</p> <p>Ladders protrude 900 mm above landings / platforms / roof.</p> <p>Fixed ladders higher than 5 m have cages/Fall arrest system</p> |

ELECTRICAL INSTALLATIONS AND SAFEGUARDING

| Subject | Requirement |
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| *Electrical Distribution Boards & Earth Leakage | <p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed “live” conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p> |
| *Electrical Installations & Wiring | <p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p>Looking at the open connectors to connect the wiring, the word “Brown” has the letter ‘R’ in it, so the b’R’own wire connects to the ‘R’ight hand connector. “Blue” has the letter ‘L’ in it, so the b’L’ue wire connects to the ‘L’eft hand connector.</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p> |
| *Physical condition of Electrical Appliances & Tools | <p>Electrical Equipment and Tools: (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine & plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p> |

EMERGENCY, FIRE PREVENTION AND PROTECTION

| Subject | Requirement |
|-------------------------------|---|
| *Fire Extinguishing Equipment | <p>Fire Risks Identified and on record</p> <p>The correct and adequate Fire Extinguishing Equipment available for:</p> <ul style="list-style-type: none"> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. |



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| | * Equipment Easily Accessible |
| *Maintenance | Fire equipment checked minimum monthly, serviced yearly |
| *Location & Signs | Fire Extinguishing Equipment: * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.) |

| Subject | Requirement |
|--|---|
| * Storage Issue & Control of Flammables (incl. Gas cylinders) | Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied Only sufficient quantities issued for one task or one day's usage Separate, special gas cylinder store/storage area. Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. Types of Gas Cylinders clearly identified as well as the storage area and stored separately. Full cylinders stored separately from empty cylinders. All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. Leaking acetylene vessels to be returned to the supplier IMMEDIATELY. |
| *Storage, Issue & Control of Hazardous Chemical Substances (HCS) | HCS storage principles applied: products segregated Only approved, non-expired HCS to be used Only the prescribed PPE shall be used as the minimum protection Provision made for leakage/spillage containment and ventilation Emergency showers/eye wash facilities provided HCS under lock & key controlled by designated person Decanted/issued in containers as prescribed with information/warning labels Disposal of unwanted HCS by accredited disposal agent No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site All vessels or containers to be regularly checked for leaks |

EXCAVATIONS

| Subject | Requirement |
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| Excavations deeper than 1.5 m. | Shored / Braced to prevent caving / falling in. Provided with an access ladder. |



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| | Excavations guarded/barricaded/lighted after dark in public areas Soil dumped at least 1 m away from edge of excavation On sloping ground soil dumped on lower side of excavation All excavations are subject to daily inspections |
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TOOLS

| Subject | Requirement |
|---------------------------|--|
| *Hand Tools | Shovels / Spades / Picks: * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true Hammers: * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters Handles fit securely Chisels: * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square Saws: * Teeth sharp and set correctly * Correct saw used for the job |
| *Explosive Powered Tools. | Only used by trained / authorised personnel. Prescribed warning signs placed / displayed where tool is in use. Work area must be properly isolated/ demarcated during use of tool. Inspected at least monthly by competent person and results recorded. Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. Cleaned daily after use. |

CRANES

| Subject | Requirement |
|-------------|---|
| Tower Crane | Only operated by trained authorised operator with valid certificate of training Structure - no visible defects Electrical installation good/safe Crane hook: Throat pop marked/safety latch fitted/functional SWL/MML displayed Limit switches with backup switches fitted/operational Access Ladder fitted with backrests/Fall arrest system installed |



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| | <p>Lifting tackle in good condition/inspection colour coding</p> <p>Lifting tackle checked daily</p> |
| *Mobile Crane | <p>Only operated by trained authorised operator with valid certificate of training</p> <p>Rear view mirrors</p> <p>Windscreen visibility good</p> <p>Windscreen wipers operating effectively</p> <p>Indicators operational</p> <p>Hooter working</p> <p>Tyres safe/sufficient tread/pressure visibly sufficient</p> <p>No missing Wheel nuts</p> <p>Headlights, taillights operational</p> <p>Reverse alarm working and audible and known by all employees</p> <p>Grease nipples and grease on all joints</p> <p>No Oil leaks</p> <p>Hydraulic pipes visibly sound/no leaks</p> <p>No corrosion on Battery terminals</p> <p>Boom visibly in good condition/no apparent damage</p> <p>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</p> <p>Brakes working properly</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>By-pass valves operational</p> <p>Deflection chart displayed/visible to operator/driver</p> <p>Outriggers functional used</p> |
| *Gantry Crane | <p>Only operated by trained authorised persons</p> <p>Correct slinging techniques used</p> <p>Recognised/displayed on chart signals used</p> <p>Log book kept/up to date</p> <p>Prescribed inspections conducted on crane & lifting tackle and checked daily</p> <p>"Crane overhead" signage, where applicable</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed/load limiting switches fitted/operational</p> |

14.14 BUILDER'S HOIST

| Subject | Requirement |
|-----------------|--|
| Builder's Hoist | <p>"Hoist In Operation" - sign displayed.</p> <p>General construction strong and free from patent defects.</p> <p>Tower: * Adequately secured / braced.</p> <p>* At least 900 mm available for over travel.</p> <p>* Barricaded at least 2 100 mm high at ground level and floors.</p> |



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| | <ul style="list-style-type: none"> * Landing place provided with gate at least 1 800 high. Platform: * No persons conveyed on platform * Steel wire ropes with breaking strength of six times max. load. * Signal systems used which may include two way radio connection. * Goods prevented from moving / falling off. * Effective brake capable of stopping and holding max. load. |
|--|--|

14.15 TRANSPORT & MATERIALS HANDLING EQUIPMENT

| Subject | Requirement |
|----------------|--|
| *Site Vehicles | <p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed driving / operating equipment.</p> |
| Conveyors | <p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.</p> |

14.16 SITE PLANT AND MACHINERY

| Subject | Requirement |
|-----------------------|--|
| Brick Cutting Machine | <p>Operator Trained.</p> <p>Only authorised persons use the machine.</p> <p>Emergency stop switch clearly marked and accessible.</p> <p>Area around the machine dry and slip/trip free/clear of off-cuts</p> <p>All moving drive parts guarded/electrical supply cable protected</p> <p>Operator using correct PPE - eye/face/hearing/foot/hands/body.</p> |
| *Electric Arc Welder | <p>Welder Trained.</p> <p>Only authorised / trained persons use welder.</p> <p>Earth cable adequately earthed to work.</p> <p>Electrode holder in good condition/safe</p> <p>Cables, clamps & lugs/connectors in good condition.</p> <p>Area in which welding machine is used is dry/protected from wet.</p> <p>Welder using correct PPE - eye/ face/foot/body/respirator.</p> <p>Correct transparent screens & warning signs placed</p> |



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| *Woodworking Machines | <p>Operators Trained.</p> <p>Only authorised persons use machines.</p> <p>Provided with guards.</p> <p>Guards used.</p> <p>Operators using correct PPE - eye/face/feet/hearing</p> <p>Circular saws strictly operated according to prescribed methods and settings</p> <p>Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications</p> |
| *Compressors | <p>Relief valves correctly set and locked / sealed.</p> <p>Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.</p> <p>All drives adequately guarded.</p> <p>Receiver/lines drained daily</p> <p>Hoses good condition/clamped, not wired</p> <p>Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</p> |
| Concrete Mixer / Batch Plant | <p>Top platform provided with guardrails.</p> <p>Dust abatement methods in use.</p> <p>Operators using correct PPE - eye / hands / respirators.</p> <p>All moving drive parts guarded.</p> <p>Emergency stops identified / indicated and accessible.</p> <p>Area kept clean/dry/and free from tripping and slipping hazards.</p> <p>Operators' overseer identified and crane signals displayed and used.</p> |
| *Gas Welding / Flame Cutting Equipment | <p>Only authorised/trained persons use the equipment.</p> <p>Torches and gauges in good condition.</p> <p>Flashback arrestors fitted at cylinders and gauges.</p> <p>Hoses in good condition/correct type/all connections with clamps</p> <p>Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.</p> <p>All cylinders regularly checked for leaks, leaking cylinders returned immediately</p> <p>Fire prevention/control methods applied/hot work permits</p> |

14.17 PLANT & STORAGE YARDS/SITE WORKSHOPS SPECIFICS

| Subject | Requirements |
|---|---|
| Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery | <p>Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery</p> <p>Critical items of Machinery identified/numbered/placed on register/inventory</p> <p>Inspection/maintenance schedules for abovementioned</p> <p>Inspections/maintenance carried out to above schedules</p> <p>Results recorded</p> |



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| | |
|---|---|
| General Machinery Regulation 9(2): Notices re. Operation of Machinery | Schedule D Notice posted in Work areas |
| Vessels under Pressure Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure (VuP) | Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's VuP's identified/numbered/placed on register/Manufacturers plate intact Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded/Test certificates available |
| Lock-out Procedure | Lock-out procedure in operation |
| Ergonomics | Ergonomics survey conducted – results on record Survey results applied |
| Demarcation & Colour Coding | Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding |
| Portable & Bench Grinders | Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessable Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced |
| Battery Storage & Charging | Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries |
| Ancillary Lifting Equipment | Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed |
| Presses/Guillotines/Shears | Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times |



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14.18 WORKPLACE ENVIRONMENT, HEALTH AND HYGIENE

| Subject | Requirement |
|--------------------------------|--|
| *Lighting | Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used |
| *Ventilation | Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements. |
| *Noise | Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB. |
| *Heat Stress | Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times. |
| *Ablutions | Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean. |
| *Eating / Cooking Facilities | Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic. |
| *Pollution of Environment | Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited. |
| *Hazardous Chemical Substances | All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable |



THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

| | |
|-------------------|--|
| Regulation No. 1 | - Definitions |
| Regulation No. 2 | - Scope of application |
| Regulation No. 3 | - Notification of construction work |
| Regulation No. 5 | - Principal Contractor and Contractor |
| Regulation No. 6 | - Supervision of construction work |
| Regulation No. 7 | - Risk Assessment |
| Regulation No. 26 | - Stacking & Storage on construction sites |
| Regulation No. 28 | - Construction welfare facilities |
| Regulation No. 29 | - Approved Inspection authorities |
| Regulation No. 30 | - Offences and penalties |

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations.

The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

| | |
|------------------|-------------------|
| Regulation No. 8 | - fall protection |
|------------------|-------------------|



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|-------------------|--|
| Regulation No. 9 | - Structures |
| Regulation No. 10 | - Formwork and support work |
| Regulation No. 11 | - Excavation work |
| Regulation No. 12 | - Demolition work |
| Regulation No. 13 | - Tunneling |
| Regulation No. 14 | - Scaffolding |
| Regulation No. 15 | - Suspended platforms |
| Regulation No. 16 | - Boatswain's chairs |
| Regulation No. 17 | - Material hoists |
| Regulation No. 18 | - Batch plants |
| Regulation No. 19 | - Explosive powered tools |
| Regulation No. 20 | - Cranes |
| Regulation No. 21 | - Construction vehicles & mobile plant. |
| Regulation No. 22 | - Electrical installations and machinery on construction sites |
| Regulation No. 23 | - Use and temporary storage of flammable liquids on construction sites |
| Regulation No. 24 | - Water environments |
| Regulation No. 25 | - Housekeeping on construction sites |
| Regulation No. 27 | - Fire precautions on construction sites. |

This list must not be taken to be exclusive or exhaustive!

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.



GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

LEGAL FRAMEWORK

The below listed Acts and Principles applies to the State as well as to State owned buildings and premises:

The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"

The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority

The Fire Brigade Services Act 1987, Act 99 of 1987 as amended

The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)

The Post Office Act 1958 (Act 44 of 1958) as amended

The Electricity Act 1984, Act 41 of 1984

The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997;

Legislation pertaining to water usage and the environment;

Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)

Common Law.

LEGAL LIABILITIES

Common Law is mainly based on the following principles :

Would the reasonable person have foreseen the hazard?

That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration

Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25.

Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

Phase priorities and production/plant layout

Enclosures



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Pits, openings and shoring
Storage facilities
Effective, sufficient and maintained lighting or illumination
Principal sources of injuries e.g. stairways, runways, ramps, loose building material
Oil, grease, water, waste, rubble, glass, storm water
Color coding
Demarcations
Pollution
Waste disposal
Ablution and hygiene facilities
First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

LOCKOUT SYSTEMS – ELECTRICAL

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (Attached GAR 9)



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GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.

The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e).

The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

List of appointments

List of record keeping responsibilities

Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

LIST OF APPOINTMENTS

| ITEM | Regulation | Appointment | Responsible Person |
|------|-------------|--|----------------------|
| 1. | 4(1)(c) | Principal contractor for each phase or project | Client |
| 2. | 5.(3)(b) | Contractor | Principal Contractor |
| 3. | 5(11) | Contractor | Contractor |
| 4. | 6(1) | Construction supervisor | Contractor |
| 5. | 6(2) | Construction supervisor sub-ordinates | Contractor |
| 6. | 6(6) | Health and Safety Officer | Contractor |
| 7. | 7(1) | Person to Carry Out Risk Assessment | Contractor |
| 8. | 7(4) | Trainer/Instructor | Contractor |
| 9. | 8(1)(a) | Fall Protection Planner | Contractor |
| 10. | 10 (a) | Formwork & Support Work Supervisor | Contractor |
| 11. | 10(e) + (f) | Formwork & Support Work Examiner | Contractor |
| 12. | 11(1) | Excavation Supervisor | Contractor |



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|-----|-----------------|---|------------|
| 13. | 11(3)(b)(ii)(b) | Professional Engineer or Technologist | Contractor |
| 14. | 11(3)(k) | Explosives Expert | Contractor |
| 15. | 12(1) | Supervisor Demolition Work | Contractor |
| 16. | 12(2) + (3) | Demolition Expert | Contractor |
| 17. | 12(11) | Explosives Expert | Contractor |
| 18. | 14(2) | Scaffold Supervisor | Contractor |
| 19. | 15(1) | Suspended Platform Supervisor | Contractor |
| 20. | 15(2)(c) | Compliance Plan Developer | Contractor |
| 21. | 15(8)(c) | Suspended Platform Expert | Contractor |
| 22. | 15(13) | Outrigger Expert | Contractor |
| 23. | 17(8)(a) | Material Hoist Inspector | Contractor |
| 24. | 18(1) | Batch Plant Supervisor | Contractor |
| 25. | 18(7) | Batch Plant Operator | Contractor |
| 26. | 19(2)(b) | Power Tool Expert | Contractor |
| 27. | 19.2 (g) (i) | Power Tool Controller | Contractor |
| 28. | 20(f) | Tower Crane Operator | Contractor |
| 29. | 21(1)(d)(i) | Construction Vehicle and Mobile Plant Operator | Contractor |
| 30. | 21(1)(j) | Construction Vehicle and Mobile Plant Inspector | Contractor |
| 31. | 22(d) | Temporary Electrical Installations Inspector | Contractor |
| 32. | 22 (e) | Temporary Electrical Installations Controller | Contractor |
| 33. | 26 (a) | Stacking and Storage Supervisor | Contractor |
| 34. | 27 (h) | Fire Equipment Inspector | Contractor |

LIST OF RECORD KEEPING RESPONSIBILITIES

| item | CR | RECORDS TO BE KEPT | Responsible Person |
|------|------|--|----------------------|
| 1. | 3(3) | Notification to Provincial Director – Annexure A Available on site | Principal Contractor |
| 2. | 4(3) | Copy of Principal Contractor's Health & Safety Plan Available on request | Client |
| 3. | 5(6) | Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request | Principal Contractor |
| 4. | 5(7) | Health and Safety File opened and kept on site (including all documentation required into. OHSA & Regulations Available on request | Every Contractor |
| 5. | 5(8) | Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.e. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure | Principal Contractor |



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| 6. | 5(9) | Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request | Principal Contractor |
| 7. | 6(7) | Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan | Contractor |
| 8. | 7(2) | Risk Assessment - Available on site for inspection | Contractor |
| 9. | 7 (9) | Proof of Health and Safety Induction Training | Every Employee on site |
| 10. | 8(3) | Construction Supervisor [CR 6(1)] has latest updated version of Fall Protection Plan [CR 8(1)] | Contractor |
| 11. | 9(2)(b) | Inform contractor in writing of dangers and hazards relating to construction work | Designer of Structure |
| 12. | 9(3) | All drawings pertaining to the design of structure On site available for inspection | Contractor |
| 13. | 9(4) | Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request | Owner of Structure |
| 14. | 9(5) | Maintenance records - safety of structure - Available on request | Owner of Structure |
| 15. | 10(d) | Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request | Contractor |
| 16. | 11(3)(h) | Record of excavation inspection - On site available on request | Contractor |
| 17. | 15(11) | Suspended Platform inspection and performance test records Kept on site available, on request | Contractor |
| 18. | 17(8)(c) | Material Hoist daily inspection entered and signed in record book kept on the premises | Contractor |
| 19. | 17(8)(d) | Maintenance records for Material Hoist - Available on site | Contractor |
| 20. | 18(9) | Records of Batch Plant maintenance and repairs On site available for inspection | Contractor |
| 21. | 19(2)(g)(ii) | Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return | Contractor |
| 22. | 21(1)(j) | Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant | Contractor |
| 23. | 22(d) | Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site | Contractor |
| 24. | 27(l) | Fire Evacuation Plan | Contractor |

INSPECTION CHECKLIST

Employer Particulars



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| | |
|--|------------------|
| Employer: | |
| Registered Name of Enterprise: | |
| Trade Name of Enterprise: | |
| Company Registration No.: | |
| SARS Registration No.: | |
| UIF Registration No.: | |
| COIDA Registration No.: | |
| Relevant SETA for EEA purposes: | |
| Industry Sector: | |
| Bargaining Council: | |
| Contact Person: | |
| Address of Premises: | |
| Postal Address: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |
| Chief Executive Officer: | |
| Chief Executive Officer Address: | |
| Competent Person: | |
| Maximum power demand: in KW | |
| Health and Safety Representatives: | |
| Activities, products manufactured and/ services rendered: | |
| Raw materials, materials and chemical/ biological substances: | |
| Total Number of Employees: | Male: Female: |

| Contractor Particulars | |
|------------------------------|--|
| Contractors: | |
| Site Address: | |
| Contracts Manager: | |
| Managing Director: | |
| Competent Persons: | |
| CR14: SCAFFOLDING: | |
| CR15: SUSPENDED SCAFFOLDING: | |
| CR17(6): MATERIAL HOIST (S): | |
| CR18(1): BATCH PLANT: | |



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|-----------------------------------|--|
| CR8(1)(a): FALL PROTECTION: | |
| CR11(1)(1): EXCAVATION WORK: | |
| CR12: DEMOLITION WORK: | |
| CR19(2)(b): EXPLOSIVE POWER TOOLS | |
| CR26(a): STACKING | |

| INSPECTION | | | | |
|-----------------|---|-----|-----|----|
| SECTION/REG S | ITEM CHECKED | N/A | YES | NO |
| APPOINTMENTS | | | | |
| CR6(1) | Supervisor: | | | |
| CR6(2) | Assistant Supervisor: | | | |
| S17(1) | Health & Safety Representative: (ratio) | | | |
| S19(1) | Health & Safety Committees | | | |
| CR 12(1) | Demolition Director | | | |
| DOCUMENTS | | | | |
| GAR 9(1) | Records of Incidents | | | |
| GAR 4 | Copy of the Act | | | |
| GAR 7 | Safety Reps Report | | | |
| GAR 8 | Safety Committee Minutes | | | |
| DMR 18(7) | Lifting Machinery Log (Crane) | | | |
| CR 3(3) | Notification of Construction Work | | | |
| CR 7(2) | Risk Assessment | | | |
| CR 7(9)(e) | Proof of the Health & Safety Induction Training | | | |
| CR 11(13)(h) | Inspection of Excavation (Records) | | | |
| CR 20(g) | Crane Operator Medical Certificate | | | |
| CR 21(11) | Mobile Plant Operator Medical Certificate | | | |
| CR 18(9) | Batch Plant Repairs & Maintenance Records | | | |
| CR22(d) | Temporary Electrical Installation Record | | | |
| CR 5(7) | Health & Safety File | | | |
| CR 15(11) | Suspended Platforms' Performance Records | | | |
| CR 17(b)& (c) | Material Hoists Record Book | | | |
| IMPROV NOTICE | Scaffolding Log Book | | | |
| CR 21(1)(d)(ii) | Medical Certificate of Fitness | | | |
| CR 21(1)(l) | Construction Vehicle & Mobile Plant Register | | | |
| CR 22(d) | Electrical Installation & Machinery Register | | | |
| INCIDENTS | | | | |
| GAR 8(1) S24 | Reported | | | |



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| | | | | |
|---|--|--|--|--|
| GAR 9(1) | Recorded Investigated Action Taken | | | |
| PUBLIC SITE | | | | |
| FR 2(1) | Sanitary Facilities | | | |
| CR 28(1) (c) | Changing Facilities for each sex | | | |
| CR 25(d) | Perimeter fence & no admittance | | | |
| CR 25(e) | Overhead protection netting/falling objects | | | |
| NB Notice | Pedestrian warning | | | |
| PERSONAL SAFETY EQUIPMENT | | | | |
| | Items Issued: | | | |
| GSR 2(3) | Items Required: | | | |
| S23 | (What is the payment on each item?) | | | |
| SAFETY PLANS | | | | |
| FIRST AID | | | | |
| GSR 3(6) | Name(s) of First Aider(s): | | | |
| CR 4(1)(3) | Client's Health & Safety Specification | | | |
| CR5 | Principal's contractor H&S Plan | | | |
| FIRE HAZARD & PRECAUTIONS | | | | |
| GSR 4 | Flammables used, waste, hot work, diesel, fuel, gas | | | |
| ER 9(1) | Portable Extinguishers | | | |
| ELECTRICAL INSTALLATIONS & MACHINERY | | | | |
| CR22 | Guarding & PPE to Electrical Installations | | | |
| ILLUMINATION | | | | |
| ER 3(6) | Dangerous Places and signage as well | | | |
| | Housekeeping | | | |
| ER6(2)(b),(c),() | Clear space storage | | | |
| ER6(3) | Disposal of waste | | | |
| EXCAVATIONS | | | | |
| CR 11(3)(l) | Barricades (plus illumination!) | | | |
| CR 11(3)(c) | Safe Depth Shoring/Bracing | | | |
| CR 11(1)(a) | Monitored | | | |
| CR 11(3)(h) | Excavation Inspection Record | | | |
| GUARDING | | | | |
| ER 6(2)(f) | Floor Openings (plus illumination!) | | | |
| | Floor slab sides, Shafts (plus illumination!) | | | |
| SITE EQUIPMENT | | | | |
| GSR 13A(a) | Ladders condition, secured | | | |
| IMPROV | Scaffold condition, secured | | | |
| | Platforms no. of boards condition Support 1.25. Toe Boards | | | |



RUSTENBURG LOCAL MUNICIPALITY

| | | | | |
|-------------------------|--|--|--|--|
| IMPROV | Hand Rails | | | |
| SITE MACHINES | | | | |
| DMR 3(2)(3) | Circulars, guards, riving knives | | | |
| DMR 2(a) | Mixers guarded | | | |
| ELECTRIC POWER | | | | |
| EMR 6(1) | Supply Board, condition E.L Relay Test | | | |
| GMR 3(1) | Condition of Tools, Leads, Plugs, etc | | | |
| LIFTING MACHINE/TACKLE | | | | |
| DMR 18(8) | Lifting of persons | | | |
| DMR 18(8) | Condition, Securing of Load | | | |
| EXPLOSIVE POWERED TOOLS | | | | |
| CR 19(1) | Safe Use and Storage | | | |
| IMPROV | Warning Notice | | | |
| ROOF WORK | | | | |
| CR 8(1) | Safety equipment & precautions | | | |
| CR 8(2) | Fall protection plan | | | |
| CR 8(3) | Updated fall protection plan | | | |
| ASBESTOS CEMENT | | | | |
| AR 10(a) | Suitable Tools | | | |

WARNING: Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material is undertaken unless the work is entrusted and mandated to a “REGISTERED ASBESTOS CONTRACTOR” in terms of the Asbestos Regulations. [CR 12(9)] (Contact the Regional Manager’s Office)



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HEALTH AND SAFETY FILE COMPILATION AND CONTENTS

(Document attached)

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

The content of CR 5 is pivotal when mandatory appointments are contemplated.

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS

(Document attached)

IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)

“ATTACHMENTS”

HEALTH AND SAFETY FILE COMPILATION AND CONTENT

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS

EMERGENCY CONTACT DETAILS - HEALTH & SAFETY ONLY

HEALTH AND SAFETY FILE COMPILATION & CONTENTS

This document serves as a guide to Principle Contractors and Contractors (and their agents) to assist them in complying with the requirements of the Act and more specifically the Construction Regulations and to ensure a most comprehensive Health and Safety File. Kindly note the following extractions from the Construction Regulations:

“Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, client’s agent or principle contractor upon request. [CR 5(7)]

A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7) [above], include a record of all drawings, designs, materials used and other similar information concerning the completed structure. [CR 5(8)]



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A Principal Contractor shall ensure that in addition to the documentation required in the health and safety file as determined in the two sub regulations above, a comprehensive and updated list of all the contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available. [CR 5(9)]”

The information, documentation and lists required to be included in the Health and Safety File as contemplated in the Construction Regulations [CR 5(7)], shall be suitably and sufficiently documented in terms of the following items listed below to ensure compliance with the Act as far as is reasonably practicable.

Note: In the event that any of the items listed below may not have reference to the planning, implementation and completion of the work to be done pertaining to the project on the construction site, it must clearly be indicated as such with a proper statement e.g. ‘Not Applicable’. All other relevant references or items below shall relate to the information required as contemplated in the Act and Regulations.

IMPORTANT: This Health and Safety File shall be regarded as the property of the Client as it has to be consolidated and handed over to the Client upon completion of the project. The Principal Contractor shall ensure that this file is adequately protected against any form of damage, abuse or fraud.

TYPES OF REGISTERS

Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
H&S Representatives (‘SHE - Reps’) Inspection Register;
Arc & Gas Welding & Flame Cutting Equipment Inspections;
Inspection of Cranes’
Inspection of Ladders
Inspection of mobile plant and other machinery
Inspections of scaffold
Inspections of hand tools and electrical power tools
Inspection of Vessels under Pressure plus all other excluded under VUP regulations
Firefighting equipment

The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 14.10.3

Documents are as follows:

Full version of the copy of OHSAAct (updated) (General Administrative Regulation 4.)
Proof of Registration and good standing with a COID Insurer (CR 4(1)(g))
Appointments – in terms of the Construction Regulations * [See references Page 4]
Notification of Construction Work – Annexure 1 [CR 3]



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Scope of work [CR 5(9)]
Records of drawings, designs, materials used and similar information concerning the completed structure [CR 5(8)]
H&S Specifications [CR 4]
H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]
Proof of Periodic Audits [CR 4, 5 & 6]
List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]
Contractor Agreements (MANDATORY AGREEMENTS) [CR 5(9)] [section 37(2)]
Input by Construction Safety Officer [CR 6(7)]
Risk Assessment [CR 7(1)]
Copy of Risk Assessment [CR 7(2)]
Medical Certificates of Fitness - Cranes [CR 20(g)]
Medical Certificates of Fitness - Construction vehicles [CR 21(1)(d)(ii)]
Medical Certificates of Fitness – Suspended platforms [CR 15(12)(b)]
Proof of H&S Induction Training [CR 7(4) & (7) & (9)(b)]
Proof of training on Hazards and Work Related Procedures [CR (7)(4)]
Fall Protection Plan (building constructions) [CR 8]
Designer notice to contractor of dangers and hazards relating to construction work [CR 9(2)(b)]
Drawings design of structure [CR 9(3)]
Records of Inspections of Structure [CR 9(4)]
Maintenance records – structure safety [CR 9(5)]
Record Excavation Inspection [CR 11(3)(h)]
Method Statement – Excavation Work [CR 11(3)(k)]
Method Statement – Demolition Work [CR 12(2)]
Method Statement – Demolition Work (use of explosives) [CR 12(11)]
Operational Compliance Plan – Suspended Platforms [CR 15(2)(c)]
Certificates, design calculations, sketches and test results [CR 15(3)]
Examination results [CR 15(9)]
Suspended Platform Inspection and Performance Test records [CR 15(11)]
Proof of Training [CR 15(12)(c)]
Proof of Training [CR 12(1)]
Proof of Training [CR 21(1)(d)(i)]
Material Hoist Inspections [CR17(8)(c)]
Maintenance Records Material hoist [CR17(8)(d)]
Record Batch Plant Maintenance & Repair [CR18 (9)]
Register for control of cartridges/nails studs – explosive powered tools [CR19(2)(g)(ii)]
Findings and control measures of daily inspections Construction Vehicles & Mobile Plant [CR21(1)(j)]
Record of Temporary Electrical Installation Inspections [CR22(d)]
Record of Electrical Machinery Inspections [CR22(d)]
Proof of Training [CR 27(i)]
Evacuation Plan [CR 27(l)]
H&S Rep & Committee Members details
H&S Committee Meetings' Minutes



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Other appointments in terms of OHSAct 85 of 1993

The following further identified requirements in terms of the Act and other Regulations of the Act are similarly applicable as part of the contents of the 'Health and Safety File':

Details of Inspections (by Department of Labor)

Recording and Investigation of Incidents – Annexure 1 [GAR 9(1-3)]

Action taken on all incidents [GAR 9(4)]

Certificates of Competency in First Aid [GSR 3(4)]

Record of Medical Surveillance required in terms of OHASA

Proof of compliance with Asbestos Regulation requirements (WHERE APPLICABLE)

Proof of compliance with Major Hazard Installation requirements

The Appointments to be made in writing with job descriptions as per the Construction Regulations may include some or all of the following:

| | |
|-------------------------------------|-------------------------------------|
| PRINCIPAL CONTRACTORS- | [CR 4(1) (c)] |
| CONTRACTORS- | [CR 5(3) (b) + (11)] |
| COMPETENT PERSONS- | [CR 6(1) + (2)] |
| CONSTRUCTION SAFETY OFFICER- | [CR 6(6)] |
| RISK ASSESSOR- | [CR 7(1) + (4)] |
| FALL PROTECTION PLANNER- | [CR 8(1)(a)] |
| FORMWORK & SUPPORT SUPERVISOR- | [CR 10(a) + (e) + (f)] |
| EXCAVATION SUPERVISOR- | [CR 11(1) + (3)(b)(ii)(b) + (3)(k)] |
| DEMOLITION SUPERVISOR- | [CR 12(1) + (2) + (3) + (11)] |
| SCAFFOLD SUPERVISOR- | [CR 14(2)] |
| SUSPENDED WORK SUPERVISOR- | [CR 15(1) + (2)(c) + (8)(c) + (13)] |
| MATERIAL HOISTS INSPECTOR- | [CR 17(8)(a)] |
| BATCH PLANT OPERATOR | [CR 18(1) + (7)] |
| EXPLOSIVE POWER TOOLS INSPECTOR- | [CR 19(2)(b) + (2)(g)(i)] |
| CRANE OPERATOR- | [CR 20(f)] |
| CONSTRUCTION VEHICLE OPERATOR- | [CR 21(1)(d)(i) + (1)(j)] |
| ELECTRICAL INSTALLATIONS INSPECTOR- | [CR 22(d) + (e)] |
| STACKING & STORAGE SUPERVISOR- | [CR 26(a)] |
| FIRE EQUIPMENT INSPECTOR- | [CR 27(h)] |
| DESIGNER- | [CR 9(2)] |

EMERGENCY CONTACT DETAILS

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE

NUMBER

CONTACT PERSON



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| | | |
|----------|--|--|
| Hospital | | |
| | | |



| | | |
|-----------|--|--|
| Ambulance | | |
| | | |



| | | |
|-------------|--|--|
| Water | | |
| Electricity | | |



| | | |
|--------|--|--|
| Police | | |
| | | |



| | | |
|--------------|--|--|
| Fire Brigade | | |
| | | |



| | | |
|----------|--|--|
| Engineer | | |
| | | |

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.



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GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R. 2003

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2003

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

SCHEDULE

Definitions



RUSTENBURG LOCAL MUNICIPALITY

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“agent” means any person who acts as a representative for a client in the managing the overall construction work.

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

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

“client” means any person for whom construction work is performed;

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

“construction work” means any work in connection with—

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

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

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

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



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“designer” means any person who—

prepares a design;

checks and approves a design;

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

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

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

“explosive powered tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

“SABS 085” means the South African Bureau of Standards’ Code of Practice entitled
“The Design, Erection, Use and Inspection of Access Scaffolding”;

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

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

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

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

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

“structure” means—

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels , road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

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

(c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more;



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

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

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

Scope of application

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

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

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

Notification of construction work

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

before carrying out that work, notify the provincial director in writing of the construction work if it includes—

- (i) the demolition of a structure exceeding a height of 3 meters; or
- (ii) the use of explosives to perform construction work; or
- (iii) the dismantling of fixed plant at a height greater than 3m.

before carrying out that work, notify the provincial director in writing when the construction work—

- (i) exceeds 30 days or will involve more than 300 person days of construction work; and
- (ii) includes excavation work deeper than 1m; or
- (iii) includes working at a height greater than 3 meters above ground or a landing.

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



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

Client

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

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

to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

to ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

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

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

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



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

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

Principal Contractor and Contractor

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

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

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

(a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;

to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;

to take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;

(d) to stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;

(e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;

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



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to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

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

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

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

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

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

(9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in sub regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.

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

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

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

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



(14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

Supervision of construction work

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

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

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

(4) No construction supervisor appointed in terms of sub regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.

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

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

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



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

Risk assessment

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

the identification of the risks and hazards to which persons may be exposed to;

(b) the analysis and evaluation of the risks and hazards identified;

(c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;

a monitoring plan; and

(e) a review plan.

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

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

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

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

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

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



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

Every employee on site shall-

(a) be in possession of proof of the health and safety induction training as determined in sub regulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and

carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

Fall protection

8.(1) A contractor shall cause—

(a) the designation of a competent person, responsible for the preparation of a fall protection plan;

(b) the fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;

steps to be taken in order to ensure the continued adherence to the fall protection plan.

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

a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;

the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;

the programme for the training of employees working from elevated positions and records thereof; and

the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

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

(4) Notwithstanding the provisions of sub regulations (1) and (2), the contractor shall ensure that—



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- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- (d) fall prevention and fall arrest equipment is—
 - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

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

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

(5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in sub regulations (2) and (4), it is furthermore indicated in the fall protection plan—

that the roof work has been properly planned;

that the roof erectors are competent to carry out the work;

that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and



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that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

Structures

9.(1) A contractor shall ensure that—

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

(b) no structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall—

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

inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;

subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor—

- (i) a geo-science technical report where appropriate;
- (ii) the loading the structure is designed to withstand; and
- (iii) the methods and sequence of construction.

not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;

(e) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimise the risk;

(f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;

(g) stop any contractor from executing any construction work which is not in accordance with the relevant design;



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conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and

ensure that when preparing the design, cognisance is taken of ergonomic design principles in order to minimise ergonomic related hazards in all phases of the life cycle of a structure.

A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.

(4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.

(5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Formwork and support work

10. A contractor shall ensure that—

- (a) all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- (b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;
- (c) the designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted;
- (d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee;
- (e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;
- (f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;



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- (g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
 - (h) adequate precautionary measures are taken in order to—
 - (i) secure any deck panels against displacement; and
 - (ii) prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;
 - (i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
- upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorisation has been given by the competent person contemplated in paragraph (a);
- (k) provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
 - (l) all employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and
 - (m) the foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.
- Excavation work

- 11.(1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- (2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- (3) Every contractor who performs excavation work shall—
- (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
 - (b) not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—



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- (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
- (ii) such an excavation is in stable material: Provided that—
 - (aa) permission being given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and
 - (bb) where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be;
- (c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- (d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- (e) ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;
- (f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- (g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;
- (h) cause every excavation, including all bracing and shoring, to be inspected—
 - (i) daily, prior to each shift;
 - (ii) after every blasting operation;
 - (iii) after an unexpected fall of ground;
 - (iv) after substantial damage to supports; and



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(v) after rain,

by the competent person contemplated in sub regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;

(i) cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—

(i) adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and

(ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

(j) ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;

(k) ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and

(l) cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Demolition work

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

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

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

(4) Every contractor who performs demolition work shall—

(a) with regard to a structure being demolished, take steps to ensure that—



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- (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
- (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
- (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
- (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
- (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
- (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
- (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
- (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
- (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- (6) Waste and debris shall not be disposed from a high place by a chute unless the chute—
 - (a) is adequately constructed and rigidly fastened;



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- (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) is discharged into a container or an enclosed area surrounded by barriers.
- (7) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.
- (10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002 , as amended.
- (11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- (12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

Tunnelling

- 13.(1) Any contractor performing tunneling activities or works, shall comply with such requirements as published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.
- (2) Notwithstanding the provisions of sub regulation (1), no person shall enter a tunnel, which has a height dimension less than 800mm.

Scaffolding

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



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

Suspended platforms

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

(2) No contractor shall use or permit the use of a suspended platform, unless—

(a) the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;

(b) in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and

(c) he or she is, prior to the commencement of the work, is in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in paragraph (b) and applicable to the environment in which the system is being used, prior to the commencement of the work which must include proof of the—

(i) competent person who has been appointed for supervision;

(ii) competency of erectors, operators and inspectors;

operational design calculations which should comply with the requirements of the system design certificate;

(iv) performance test results;

(v) sketches indicating the completed system with the operational loading capacity of the platform;

(vi) procedures for and records of inspections having been carried out; and

procedures for and records of maintenance work having been carried out:

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

(3) A contractor making use of a suspended platform system shall forward a copy of the certificate of system design issued by a professional engineer, certificated engineer or professional technologist including a copy of



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the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

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

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

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

The contractor shall ensure that—

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



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(a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;

(b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and

(c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.

(8) A contractor shall cause—

(a) the whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;

(b) the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;

(c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;

(d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;

(9) Notwithstanding the provisions of sub regulation (8), the contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

(10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub regulation (1), or the suspended platform inspector mentioned in sub regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether—

(a) all connection bolts are secure;

(b) all safety devices are functioning;



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- (c) all safety devices are not tampered with or vandalised;
 - (d) the maximum mass load of the platform is not exceeded;
 - (e) the occupants in the suspended platform are using safety harnesses which have been properly attached;
 - (f) there are no visible signs of damage to the equipment; and
 - (g) all reported operating problems have been attended to.
- (11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client's agent or employee upon request.
- (12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—
- (a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;
 - (b) competent in conducting their work safely relating to suspended platforms and the training which employees receive or had received must include at least—
 - (i) how to access and egress the suspended platform safely;
 - (ii) how to correctly operate the controls and safety devices of the equipment;
 - (iii) information on the dangers related to the misuse of safety devices; and
 - (iv) information on the procedures to be followed in the case of—
 - (aa) an emergency;
- the malfunctioning of equipment;
- (cc) the discovery of a suspected defect in the equipment; and
 - (v) instructions on the proper use of safety harnesses.
- (13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.



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

Boatswain's chairs

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

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

Material hoists

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

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

(a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for overtravel;

(b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and

(c) provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.

(3) A contractor shall cause—

(a) the platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;

(b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and

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



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- (4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.
- (5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- (6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.
- (7) No contractor shall require or permit any person to ride on a material hoist.
- (8) A contractor shall cause every material hoist—
- (a) to be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.
 - (b) inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
 - (c) inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.
 - (d) to be properly maintained and that the maintenance records in this regard are kept on site.

Batch plants

- 18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.
- (2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- (3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—
- (a) placed in an easily accessible position; and
 - (b) constructed in such a manner as to prevent accidental starting.
- (4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.



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- (5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub regulation (1).
- (6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—
- (a) aware of all the dangers involved in the operation thereof; and
 - (b) conversant with the precautionary measures to be taken in the interest of health and safety.
- (7) No person supervising or operating a batch plant shall authorise any other person to operate the plant, unless such person is competent to operate such machinery.
- (8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.
- (9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client's agent or employee upon request.
- (10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended;
- (11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

Explosive powered tools

- 19.(1) No contractor shall use or permit any person to use an explosive powered tool, unless—
- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
 - (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:



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

(2) A contractor shall ensure that—

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

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

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

Cranes

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

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



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

Construction vehicles and mobile plant

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

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) have safe and suitable means of access;
- (f) are properly organised and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and



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(j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Contractor shall furthermore ensure that—

- (a) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (h) tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Electrical installations and machinery on construction sites

22. Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that—

- (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- (c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;



(d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and

(e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

Use and temporary storage of flammable liquids on construction sites

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

where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-

(i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and

(ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;

(b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;

(c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;

(d) an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;

(e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;

(f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;

(g) where flammable liquids are decanted, the metal containers are bonded or earthed; and

(h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.



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Water environments

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

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

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

Housekeeping on construction sites

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

- (a) suitable housekeeping is continuously implemented on each construction site, including provisions for the—
 - (i) proper storage of materials and equipment; and
 - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and
- (d) construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (e) a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

Stacking and storage on construction sites

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



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

Fire precautions on construction sites

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall ensure that—

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;



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- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic;
 - (ii) persons to be accounted for, and
 - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

Construction welfare facilities

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

- (a) at least one shower facility for every 15 workers;
- (b) at least one sanitary facility for every 30 workers;
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

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

Approved inspection authorities

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



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

Offences and penalties

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

Repeal of regulations

31. The following regulations are herewith repealed:

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

Short title

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



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ANNEXURE A

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

NOTIFICATION OF CONSTRUCTION WORK

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

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

Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

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

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

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



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Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

Exact physical address of the construction site or site office:

Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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



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

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.2003

Occupational Health and Safety Act, 1993

Incorporation of Safety Standards in the Construction Regulations, 2003

Under section 44 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), I, Membathisi Mphumzi Shergard Mdladlana, Minister of Labour, after consultation with the Advisory Council for Occupational Health and Safety, hereby incorporate in the Construction Regulations, 2003 the health and safety standards specified in the Schedule.

M M S Mdladlana Minister of Labour.

SCHEDULE

1. Regulation 14(1)

The South African Bureau of Standards' Code of Practice SABS 085, as amended, entitled "The Design, Erection, Use and Inspection of Access Scaffolding".

2. Regulation 15(2)(a)

The South African Bureau of Standards' Standard Specification SABS EN 1808, as amended, entitled "Safety Requirements on Suspended Access Equipment – Design calculations, stability criteria, construction-tests".

The South African Bureau of Standards' Standard Front-end Specification SABS 1903, as amended, entitled "Safety Requirements on Suspended Access Equipment – Design calculations, stability criteria, construction-tests".



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Department of Labour

GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS, 2003

Chief Directorate

of

Occupational Health and Safety



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INTRODUCTION

As the name of the regulation indicates, the General Administrative Regulations determines the administrative procedure of the Occupational Health and Safety Act. This procedure was not placed in the Act itself owing to the fact that changes can be made to a Regulation with greater ease than that of a Section in the Act. A change to a Section of the Act needs to be passed by parliament whereas the Minister of the relevant Department can approve a change in a Regulation.

The General Administrative Regulations, as is the case with all other regulations, is an extension of the Act and should therefore be seen as a complete unit.

Terms, which were previously defined in the Act, are not redefined in the Regulations. If a specific definition does not appear in the Regulations, then it should be available in Section 1 of the Act.

DEFINITIONS

All new phrases as well as words (expressions and words which differ from the standard dictionary definitions) that are used in this regulation, which have not been defined in the Act, will be defined in this regulation. Where the Act or regulation refers to "mean" the definition in the Act or regulation must be considered and where there's reference made to "It Includes" definition from the Act and regulation including the oxford dictionary must be considered

ACCESS TO PREMISES

It is prohibited for an employer to refuse an inspector entry to perform his or her function because an inspector is entitled by the law to enter employer's workplace.

Employers should always ensure that inspectors are accompanied by a person who has knowledge and experience of the activities and safety requirements of the workplace.

EXEMPTIONS

Any exemption, which has been granted to any person, shall be signed by the Chief Inspector of the Department of Labour. An person who wishes to apply for an exemption should forward his/her application to the office of the Chief Inspector in Pretoria. The application for exemption should indicate proof that the health and safety of persons who are likely to be affected by the exemption will not be prejudiced in consequences of it. Health and safety representatives and committees must be consulted during the whole process and given time to comment.



COPY OF THE ACT

Employees together with employers have certain duties and rights, which have been assigned to them in terms of the Act. In order to comply with the provisions of the Act and regulations, each employee must have access to a copy of the Act. This regulation requires that—

Each employer with 5 or more employees shall have a copy of at least one Act, which will be made readily available for perusal by the employee. Owing in the fact that a workplace can be made up of a very large area, and that the legislator did not intend to be unreasonable, various concessions are made. For example, a meter-reader in the town of Brits' workplace is the Municipal area of Brits. In such a case it is expected that a copy of the Act be made available at the point where the employee reports for duty in the morning, or any other suitable position as agreed upon with the employer.

Each employer with less than 5 employees, shall, if requested provide a copy of the Act for perusal by the employees. This includes farm workers and domestic servants.

The copy of the Act may be an electronic reproduction or from a library. The Act and Regulations are amended from time to time, and it is therefore important to remember that one must obtain a copy of the latest amendments to keep up to date with the current legislation.

HEALTH AND SAFETY COMMITTEES

Health and Safety committees are made up of all the Health and Safety Representatives together with an equal amount of employer appointee representatives to represent the employer (there can be more than one committee to avoid a large congregation of representatives). If more than two committees are established, each health and safety representative must be member of at least one of the committees. These committees are the point around which self-regulation revolves.

Employer should provide necessary equipment, facilities and stationary required by the committee in order them to perform their functions.

It is important to keep the records of the meeting as they can be used as evidence for action taken to eliminate hazards and vice versa

NEGOTIATIONS AND CONSULTATIONS BEFORE DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

The regulation prescribes the items which must be agreed upon during negotiations between the employer and employees representatives. If a dispute arises between the employees and employers or his authorised representative, the matter should be referred for arbitration. Both parties shall submit a statement within a prescribed period to both the arbitrator and the other party concerned.



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The statement is to contain the following information:

The proposal for the arrangements and procedures for the nomination of the Health and Safety Representatives.

The decision which is sought.

The arbitrator should then:

Determine when and where the arbitration procedure shall be held. The arbitration may be held in the absence of the party who failed to submit a statement to the arbitrator and other party;

Determine whether a pre-hearing conference shall be held;

Determine which arbitration procedures shall be followed;

Determine the procedures for the admission of evidence;

Determine the admissibility of hearsay evidence; and

Determine other relevant procedural matters.

In terms of Section 17(2) of the Act both parties are to come to a decision within 14 days as to who the arbitrator shall be. If no decision can be made, the president of the Labour Court is to be notified in writing. The president of the Labour Court in consultation with the Chief Inspector shall appoint an arbitrator, whose decision shall be final. This arbitrator will be entitled to receive remuneration as is payable to an additional member of the Labour Court.

DESIGNATION OF HEALTH AND SAFETY REPRESENTATIVES

The employer must designate Health and Safety Representatives as follows:

Shops and offices— one for up to 100 employees; and

Workplaces other than shops and offices— one for up to 50 employees.

The employer shall ensure that employees designated as health and safety representatives meet the following requirements:

Employed in a full-time capacity in the specific workplace or section thereof;

Acquainted with conditions and activities at that workplace or section thereof, and



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Taking into account the nature of hazards associated with the activities of the workplace or section thereof, the employer shall provide as far as is reasonable practicable health and safety training to the health and safety representatives on how to identify health and safety risks and how to conduct inspections of the workplace or section thereof.

REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES

Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to the extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows—

Where a person, as a result of the incident;
Dies;
Becomes unconscious;
Suffers the loss of a limb or part thereof;
Is injured to the extent that he is likely to die;
Is injured to the extent that he is likely to be permanently disabled;
Is injured to the extent that he is likely to be off for a period of 14 days or more;
Cannot perform his normal duties (those duties for which he was employed).

An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.

The health and safety of any person is endangered and where –

A dangerous substance was spilled;
The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place;
Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
Machines, which ran out of control

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die as a result of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.



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Any other person may in writing, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

RECORDING AND INVESTIGATION OF INCIDENTS

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.

These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.

The employer, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers.

The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

The health and safety committee shall examine this record at their next meeting.

WITNESS AT AN INQUIRY

The chief inspector can, in terms of Section 32, direct an inspector to hold a formal inquiry as a result of an incident reported in terms of Section 24 (refer to Regulation 6). In such an instance, the inspector shall inform the employer or user of machinery of his intentions, and request the following from him/her:

That all persons witness to the incident; and

That any other person as required by the inspector be notified in connection with the time, date and venue of the formal inquiry.

The employer or user of machinery is to establish which persons are likely not to attend the inquiry, and shall advise the inspector of the names and addresses of such persons to allow the inspector to subpoena such persons.

RETURNS

An employer or user shall furnish the inspector with such information as requested for the purpose of the Administration of the Act.