



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

TENDER DOCUMENT

FOR MACLEAR MAGISTRATE COURT:

STRUCTURAL REPAIR WORKS (COMPLETION CONTRACT)

TENDER NO: MTH04/2025

VOLUME 3

CLIENT:
National Department of Public
Works & Infrastructure
PRD Building
MTHATHA
5099

TENDERER'S NAME: _____

CRS NUMBER: _____

VOLUME 3: THE CONTRACT

Part C1: Agreement and Contract Data

C1.2 Contract Data

PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

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made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:

- i) The name and address of the supplier and/or person restricted by the purchaser;
- ii) The date of commencement of the restriction
- iii) The period of the restriction; and
- iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

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25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

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29. Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Name of Bidder	Signature	Date

DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	MACLEAR MAGISTRATE COURT:STRUCTURAL REPAIR WORKS: COMPLETION CONTRACT NO.3
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Tender / Quotation no:	MTH04/25	WCS no:	044631	Reference no:	19/2/4/2/2/6950/34
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<p>The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>	
<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>	

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document PG01.2 (EC) – Scope of Works for detailed description
CONDITION BASED MAINTENANCE : STRUCTURAL REPAIR WORKS COMPLETION CONTRACT AT MACLEAR MAGISTRATE COURT.	

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A 2.0 Site [1.1]

Erf / stand number	
Site address	1 ROYAL AVENUE
Township / Suburb	MACLEAR
City / Town	NQANQARHU
Province	EASTERN CAPE
Local authority	ELUNDI LOCAL MUNICIPALITY
GPS Coordinates	31.0672" S, 28.3446" E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail		Telephone	
Postal address	PRIVATE BAG X 5007 MTHATHA 5099		
Physical address	5 TH Floor, PRD Building 29 Sutherland Street Mthatha 5100		

A 3.2 Employer's representative:

Name	Bulelwa Bara	Telephone number	047 502 7109
E-mail	Bulelwa.Bara@dpw.gov.za	Mobile number	079 896 7739
Postal address	PRIVATE BAG X 5007 MTHATHA 5099		
Physical address	5 th Floor PRD Building 29 Sutherland Street Mthatha 5100		

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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A 4.0	Principal Agent [1.1; 6.2]	Discipline	PRINCIPAL AGENT/ARCHITECTS
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Name	NN ARCHITECTS		
Legal entity of above	NN ARCHITECTS	Contact person	Masibulele Mangcotywa
Practice number		Telephone number	043 735 2027
Country	SOUTH AFRICA	Mobile number	072 280 3963
E-mail	masin@nnarch.co.za		
Postal address	P.O. BOX 724 EAST LONDON 5200		
Physical address	72 Beach Road Nahoon East London 5241		

A 5.0	Agent [1.1; 6.2]	Discipline	QUANTITY SURVEYORS
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Name	LAKHANYA QUANTITY SURVEYORS		
Legal entity of above	LAKHANYA Q.S. CC	Contact person	Khulile Nzo
Practice number	15165652	Telephone number	047 531 2310
Country	SOUTH AFRICA	Mobile number	082 494 0881
E-mail	amali@lakqs.co.za		
Postal address	9 PRESTWICH STREET NAPGEN MTHATHA 5100		
Physical address	9 Prestwich Street Napgen Mthatha 5100		

A 6.0	Agent [1.1; 6.2]	Discipline	ELECTRICAL& MECHANICAL ENGINEER
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Name	VOKON AFRIKA CONSULTING (PTY) LTD		
Legal entity of above	VOKON GROUP	Contact person	Usanda Tukela
Practice number		Telephone number	043 742 6023
Country	SOUTH AFRICA	Mobile number	073 455 4142
E-mail	usanda@vokongroup.co.za		
Postal address	Suit no.4, CK Building Mbuqe Ext iMthatha 5100		
Physical address	Suit no.4, CK Building Mbuqe Ext Mthatha 5100		

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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A 7.0	Agent [1.1; 6.2]	Discipline	CIVIL & STRUCTURAL ENGINEER
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Name	NONXUBA CONSULTING ENGINEERING SERVICES		
Legal entity of above	NONXUBA ENGINEERS	Contact person	Mahomba Nonxuba
Practice number		Telephone number	043 700 7700
Country	SOUTH AFRICA	Mobile number	067 060 0413
E-mail	nodumo.javu@gmail.com		
Postal address	20 Latimer Street Berea East London 5241		
Physical address	20 Latimer Street Berea East London 5241		

A 8.0	Agent [1.1; 6.2]	Discipline	HEALTH & SAFETY
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Name	TRAPRO SHEE CONSULTING		
Legal entity of above	TRAPRO SHE CONSULTING	Contact person	SHAUN NORRIS
Practice number	CHSA/061/2017	Telephone number	0829985235
Country	SOUTH AFRICA	Mobile number	061 445 0184
E-mail	simphiwe@trapro.co.za		
Postal address	R102 FARM 550 BRAKFORTEIN EAST LONDON 5200		
Physical address	R102 FARM 550 BRAKFORTEIN EAST LONDON 5200		

A 9.0	Agent [1.1; 6.2]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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A 10.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 11.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 12.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

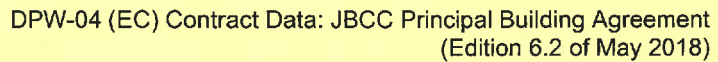
Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3
Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD]]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	



B 6.0 Insurances [10.0]

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). **Insured amounts to include VAT.**

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Applicable
If applicable, description:	
Restriction of working hours [12.1.2]	Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [12.1.3]	Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Applicable
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Not Applicable
If applicable, description:	

B 8.0 Appointment of Nominated Subcontractors [14.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Not Applicable	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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B 10.0 Appointment of Direct Contractors [16.0]

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.2]: Period in **months** as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

The contract period is determined as follows (Period/s indicated in months):

Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 MONTH
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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1 MONTH
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	12 MONTHS
Period to achieve Works Completion Refer B18.0 [19.8]	
Defect liability period up to and including Final Completion	3
Total Contract Period [B18: 1.2]	19 MONTHS
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 4 880.00

B12.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	8 MONTHS
Period for inspection in working days by the principal agent [19.3]	10 DAYS
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	R 4 880.00
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 1 464.00
Penalty amount per calendar day for late Final Completion [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 732.00

B12.3 Construction Period for completion of the Works in portions

Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	insert construction period as per B12.1 or N/A if Works as a whole is applicable
Penalty for late Practical Completion, if completion in sections is required , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete section 4 of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R
The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Select , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete Select , excluding VAT	

B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	

13.10

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B 14.0 Defects liability period [21.0]

Extended defects liability period: Refer B18.0 [21.13]

Applicable	If applicable, description of applicable elements
14.1	Emergency generator/s
14.2	Air conditioning system and plant
14.3	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.4	Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)
14.5	Lifts
14.6	Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.)
14.7	Civil works
14.8	Landscaping including automated systems (irrigation)
14.9	
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	25 TH OF THE MONTH
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

Mediation	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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B 17.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Applicable
Previous work - defects - details of previous contract(s) [P3.2]		Applicable
Inspection of adjoining properties - details [P3.3]		Not Applicable
Handover of site in stages - specific requirements [P4.1]		Not Applicable
Enclosure of the works - specific requirements [P4.2]		Applicable
Geotechnical and other investigations - specific requirements [P4.3]		Not Applicable
Existing premises occupied - details [P4.5]		Applicable
Services - known - specific requirements [P4.6]		Applicable
Water [P8.1]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Electricity [P8.2]	By contractor	Applicable
	By employer	Not Applicable
	By employer – metered	Not Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4]		Applicable
Protection of the works - specific requirements [P11.1]		Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Applicable
Disturbance - specific requirements [P11.5]		Applicable
Environmental disturbance - specific requirements [P11.6]		Applicable

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

1.2 Definitions

The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.

CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion.

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion.

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

DEFAULT INTEREST: No clause.

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

PRINCIPAL AGENT: The person or entity appointed by the employer and named in the contract data for organs of state and other public sector bodies. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by the employer's representative as named in the contract data for organs of state and other public sector bodies.

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CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:	
3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: ".... due to no fault of the contractor".

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9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

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10.1.5.1.4	<p>Add the following as clause 10.1.5.1.4:</p> <p>The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.</p>
10.2	<p>Replace clause with the following:</p> <p>Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.</p>
10.6	No clause.
10.11	<p>Add the following as clause 10.11</p> <p>In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.</p>
11.1	<p>Add the following to clause 11.1.</p> <p>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).</p> <p>In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.</p> <p>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.</p>
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	<p>Replace clause 11.4.1 with the following:</p> <p>Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.</p>
11.5	No clause.
11.6	No clause.

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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

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12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8 WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

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19.8 Continued	<p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p>
20.2.1.A	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
21.1	<p>Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).</p>
21.6	<p>Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>
21.6.1.	<p>Omit clause.</p>

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21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the contractor fails to bring the works , or a section thereof, to practical-, works-, or final- completion by the applicable completion date [B10 CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [B10 CD].
24.2	Replace clause 24.2 with the following: Where the employer elects to levy such penalty the employer , or the principal agent on instruction from the employer , shall give notice thereof to the contractor . The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [B10 CD], or the revised date for practical- works-, or final- completion , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of practical-, works- or final- completion of the works , or a section thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

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25.3	<p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>
25.5	No Clause.
25.6	<p>Replace clause 25.6 with the following:</p> <p>Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>
25.7.5	No Clause.
25.10	<p>Replace clause 25.10 with the following:</p> <p>The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>
25.12	<p>Replace clauses 25.12 to 25.12.3 with the following:</p> <p>The value certified shall be subject to the following percentage adjustments:</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0] the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of works completion and up to but excluding the date of final completion.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>

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25.12 Continued	<p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p>
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	<p>Replace 26.10 with the following:</p> <p>The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion.</p>
26.12	Refer to clause 6.7 [CD].
27.1. 2	<p>Replace 27.1.2 with the following:</p> <p>Interest due to late payment only.</p>
27.1.4	<p>Replace 27.1.4 with the following:</p> <p>Interest due to late payment only.</p>
27.1.5	No clause.
27.5	<p>Add the following as clause 27.5:</p> <p>Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.</p>

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27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The employer has the right of recovery against the contractor , where applicable, [CD] from: The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

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29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

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B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Select
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Select
(g)	Labour Intensive Works – Condition of Contract.	Select
(h)		Select
(i)		Select

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

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Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

National Department of Public Works
Private Bag x 5007
MTHATHA
5100

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: MTH04/2025, for the STRUCTURAL REPAIR WORKS: COMPLETION CONTRACT AT MACLEAR (hereinafter referred to as the "**contract**") in the amount of R _____, (_____,) (hereinafter referred to as the **contract sum**),

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (_____) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: (Insert Tender Number)

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 20__

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

PG-02.2 (EC) PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	LUSIKISIKI MAGISTRATE COURT: STRUCTURAL REPAIR WORKS: COMPLETION CONTRACT NO.3		
Tender no:	MTH04/25	Reference no:	19/2/4/2/2/6950/34

C2.1 Pricing Instructions

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein.

(a) BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

(b) VALUE ADDED TAX

The **contract sum** must be included for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) FIXED PRICE CONTRACT

Should the **bills of quantities / lump sum document** be a fixed price contract, the following clause must be inserted in the Pricing Instructions:

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

C2.2 Bills of Quantities / Lump Sum Document

Part C3: Scope of Work

C3. Scope of Work

C 3.1: SCOPE OF WORKS-JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	MACLEAR MAGISTRATE COURT: STRUCTURAL REPAIR WORKS: CONTRACT COMPLETION
Tender No:	MTH04/25

C3. Scope of Works

1. GENERAL

- a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.

2. The following serves as a guideline only with regard to items to be included in this Scope of Work.

a) EXTENT OF THE WORKS

Structural Repair Works to existing buildings.

Please see our Specification for a full description of the scope. Type of

construction and materials/finishes to be used.

b) ORDER OF THE WORKS

The police station will remain fully operational during construction; as such the contractor will need to organise his activities closely with the station commander.

Contract details for the works in sections, if applicable, must be inserted in **clause 42.2.8 of form C 1.2: Contract Data**.

c) BUILDINGS OCCUPIED

The contractors should know that the building will be occupied whilst the works go ahead and should price for temporary accommodation under the preliminaries and general for the staff members of the court.

Specific requirements must be described in **clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries**.

d) ACCESS

C 3.1: Scope of Works

Site is in town accessible during rainy days.

CLIENT : DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
PROJECT NAME: STRUCTURAL REPAIR WORKS (COMPLETION
CONTRACT) AT MACLEAR MAGISTRATE COURT

CLIENT OHS SPECIFICATION

DEPARTMENT OF PUBLIC WORKS

CLIENT

NN ARCHITECTS

PRINCIPAL AGENT / ARCHITECTS

Compiled by Trapro SHE Consulting

Compilation date:01/03/25

Revision: 00

(PC) Sign:

Date:

CLIENT : DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
PROJECT NAME: STRUCTURAL REPAIR WORKS (COMPLETION
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ABBREVIATIONS

AIA: Approved Inspection Authority

CHSO: Construction Health & Safety Officer

CC: Compensation Commissioner

CR: Construction Regulations 2014

DME: Department of Mineral and Energy

DMR: Driven Machinery Regulations

DoL: Department of Labour

FEMA: Federated Employers Mutual Association

GAR: General Administration Regulations

GSR: General Safety Regulations

HIRA: Hazard Identification & Risk Assessment

H&S: Health and Safety

OHSA: Occupational Health and Safety Act No. 85 of 1993 (as amended)

OHSS: Occupational Health and Safety Specification

PSHSS: Project Specific Health and Safety Specification

PC: Principal Contractor

PPE: Personal Protective Equipment

PPC: Personal Protective Clothing

ER: Engineer's Representative

RHCS: Regulations for Hazardous Chemical Substances

SANS: South African National Standards (Authority)

SMME: Small, Micro, Medium Enterprise

SWP: Safe Work Procedure

HCS: Hazardous chemical substances

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Date:

CLIENT : DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
PROJECT NAME: STRUCTURAL REPAIR WORKS (COMPLETION
CONTRACT) AT MACLEAR MAGISTRATE COURT

CS1 General Statement and Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 84, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Definition as the Construction Regulations 2014 applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative or a client;

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

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

"client" means any person for whom construction work is being performed;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act; "construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site; "construction site" means a workplace where construction work is being performed;

"construction supervisor" means a competent person responsible for supervising construction activities on a construction site; "construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work "construction work" means any work in connection with-

1. the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to 5 a building or any similar structure; or
2. the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work; "construction work permit" means a document issued in terms of regulation 3; "contractor" means an employer who performs construction work; "demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, including drawings, calculations, design details and specification

- "designer" means a competent person who:-

1. prepares a design;
2. checks and approves a design;
3. arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
4. designs temporary work, including its components;
5. an architect or engineer contributing to, or having overall responsibility for a design;
6. a building services engineer designing details for fixed plant;
7. a surveyor specifying articles or drawing up specifications;
8. a contractor carrying out design work as part of a design and building project; or
9. an interior designer, shop-fitter or landscape architect;

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

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

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

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

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

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

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

"health and safety file" means a file, or other record containing the information in writing required by these Regulations "health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

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

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

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

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

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

"principal contractor" means an employer appointed by the client to perform construction work; "Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

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

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

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

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

"structure" means-

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

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

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

Refer to Occupational Health and Safety Act, Act 85 of 1993 and regulations for more definitions

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CLIENT : DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
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CONTRACT) AT MACLEAR MAGISTRATE COURT

CS1.1 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

PURPOSE:

The Employer 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.

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. 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:

- 1) Safety considerations affecting the site of the project and its environment;
- 2) Health and safety aspects of the associated structures and equipment;
- 3) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- 4) The Principal Contractor's (and his /her contractor) health & safety plan.

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.

(b) The Contractor's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

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- (i) A proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 2014;
- (ii) Pro-active identification of potential hazards and unsafe working conditions;
- (iii) Provision of a safe working environment and equipment;
- (iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas; monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (v) Details of the Construction manager, alternate construction manager, Construction Supervisor, Risk assessor, Construction Safety Officer, First aider and other competent persons he intends to appoint for the construction works in terms of Construction Regulation and other applicable regulations; and details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

CS1.1.1 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

CS1.1.2 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

CS1. 2 Indemnity of Employer and his Agents (Mandatory agreement OHS Act 37(2))

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

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CS1.3 Scope

The scope of this Occupational Health and Safety Specification is to address the reasonable and foreseeable aspects of occupational health and safety management which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other contractors shall comply with in order to reduce the risks associated with the contract work which may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor. The principal Contractor will be appointed in writing to be in overall control of the Construction site.

Extent of works

Repairs and Renovations to the following blocks

- Main Court and offices; raised floors
- Library and Ablutions
- Garage and Store
- Public Toilets
- Decanting
- Repair welded mesh fence and Palisade fence with Brick Piers
- External works
- Civil and Structural
- Mechanical and Electrical

CS1.4 Responsibilities

CS1.4.1 Client

- The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- The base line risk assessment will be issued to the appointed contractor on request
- 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.
- 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

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taken will include periodic audits at intervals of at least once every month and such visits may be done without any form of notification to the PC to ensure continuous compliance.

- 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.

Note: Trapro SHE Consulting as the Client SHE agent reserves the right to stop any construction activities which may pose a threat to the health and safety of persons on site.

CS1.4.2 Principal Contractor:

- The Principal contractor is urged to conduct its base line risk assessment during the briefing session/clarification meeting.
- 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 4 of the Construction Regulations. Annexure 2 of the Construction regulations 2014 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.
- 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.
- 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

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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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

CS1.5 Policies and Procedures

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations. The PC shall also ensure that the following policies and procedures but not limited to, are included in the OHS file:

- Substance abuse policy
- Disciplinary procedure
- Smoking policy
- HIV/AIDS policy
- PPE & PPC policy

CS1.6 Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In

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cases where appointments have not been made, the organogram shall reflect the position.
The organogram shall be updated, when there is a change in the site team.

CS1.7 Compensation Commissioner

The Contractor shall provide a **valid** proof of registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement of construction activities.

CS1.8 Construction work permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction if the intended construction work as from 7th August 2018 and will:

- Exceed 365 days and will involve more than 3600 person days of construction work; or
- The tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading

CS1.9 During the construction period

Continuous/Issue-based Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

The Employer's H & S Agent will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at mutually agreed intervals at least once every month, however, **if the Employer's Agent determines that the Principal Contractor does not comply with the provisions of the ACT or only complies when the Audit date approaches, HE/SHE reserves the right to visit the site without any form of notification to verify continuous compliance on site.**

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Please note: The SHE agent may randomly select employees on site and assess their knowledge against the material they have been trained on.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

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Prior to builder's holiday PC shall develop a shutdown procedure and submit it to the Client agent for approval

CS1. 10 Health and Safety Program/File

The following documentation shall be included in the Health and Safety File but not limited to:

- a) Copy of OHSAct and applicable Regulations.
- b) Copy of Client Health and Safety specification, Principal contractor's Health & Safety Plan.
- c) Copy of all Drawings – Schematics, Detail Drawings, etc.
- d) Copy of Notification of Construction work to the Department of Labour.
- e) Company Safety Policies (OHS policy, smoking policy, substance abuse policy, PPE policy, HIV/AIDS policy etc.) – To be signed by the Chief Executive Officer of the Company.
- f) Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
- g) Proof of Registration with Compensation Fund of Principal Contractor and Contractors.
- h) Method statements, risk Assessments and safe work procedures for all activities on site as per construction works programme (project scope of work).
- i) Letters of Appointment and proof of competence.
- j) Inspection registers
- k) Material safety data sheets
- l) The contents of all Training Material e.g. Formal training, Informal training, induction, DSTI's Toolbox talks, HIV/AIDS etc.
- m) Emergency preparedness and response plan with site specific telephone numbers
- n) Section 37(2)/Mandatory agreement
- o) Site specific Fall protection plan
- p) Waste management Plan
- q) List of Contractors (Sub-Contractors)
- r) List of Local Labours with ID copies
- s) Environmental management plan
- t) All applicable permits
- u) Disciplinary procedures
- v) H & S budget
- w) Scope of work
- x) Committee meetings and SHE audit reports

CS1. 11 Appointments

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility may be allowed on approval by the Agent.

Basic Appointments:

- Appointment of Principal Contractor by Client.
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction manager (Full time)
- Appointment of Alternate construction manager

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- Appointment of Construction Work Supervisor (Full time)
- Appointment of Assistant Construction Work Supervisor
- Appointment of Health & Safety Officer (Full time)

Appointments of Specialists (Refer to a Specialist Company):

- Appointment of Safety Manager
- Appointment of Risk Assessor and plan developer
- Appointment of a Health and Safety Induction Trainer
- HIV/AIDS trainer
- Traffic Safety Officer (where applicable)
- Fall protection plan developer

Appointments of full time employees on site:

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities).
- Appointment of Emergency co-ordinator
- Appointment of an Accident and Incident Investigator.
- Appointment of the Safety Committee Members (Employees actively involved in H&S).
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector.
- Appointment of Construction Vehicle and Mobile Plant Operators.
- Appointment of batch plant/Concrete Mixer Operator (if required).
- Appointment of Hand Tool Inspector.
- Appointment of a Portable Electrical Equipment Inspector (If required).
- Appointment of a Fall protection supervisor
- Appointment of a Ladder Inspector (If ladders are used).
- Appointment of scaffold inspector.
- Appointment of scaffold erector
- Appointment of formwork supervisor
- Appointment of demolition supervisor
- Appointment of hazardous chemical controller
- Appointment of stacking and storage supervisor
- Appointment of Flagmen
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places).
- Appointment of Fire Equipment Inspector.
- Appointment of Fire Team Members (employees trained in firefighting awareness).
- Appointment of First Aid Equipment Inspector.
- Appointment of First Aid Team Members (employees trained in first aid awareness)

CS1.11.1 Safety Officer (CR 8.7)

Due to the nature of the activities on site it is required to appoint a full-time competent Health and Safety Officer with at least 2 years' experience in SHE management and must be registered with SACMP as CHO. The Safety Officer shall be in possession of a minimum qualification of SAMTRAC or any other equivalent safety management programmes

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The Safety Officer shall be employed by the Principal Contractor on a full time basis for the duration of the project.

The functions of the Safety Officer will be to monitor all H&S Activities on site on a daily basis.

CS1. 11.2 Contractor's SHE Representative - OHSAct 17

The Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor. The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

CS1.11.3 Health & Safety Committee- OHSAct 20

Where two or more health and safety representatives have been elected and appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

CS1. 8.4 Supervision of Construction Work– CR 8 (5)

The Principal Contractor as well as his Contractors (Sub Contractors) shall appoint competent full time employees in writing as the construction supervisors.

CS1. 12 Training and Competence

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records, once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment. A copy of attendance registers of all employees who attend inductions shall be kept.

Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health a safety file as evidence of training.

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Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons- on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

CS1. 13 Risk Assessment – CR 9

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.
The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Risk assessment procedure
- Identification of hazards and risks.
- Rating matrix
- Control measures to mitigate risks.
- A monitoring and review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

CS1. 14 Existing Services

Contractor must establish all local services in area of excavations.
Plan of local services shall be documented in the Health and Safety file.
Local services include:
Pipe lines, Electricity Supplies and other similar services.

CS1. 15 Safe Working Loads

The Contractor shall ensure that -

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

CS1. 16 Machine Guarding

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

CS1. 17 Construction Vehicles and Mobile Plant – CR 23

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

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

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

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant. Medical fitness certificates shall only be issued by a registered occupational medical practitioner.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles – 4kg dry powder fire extinguisher
- b) Inspection for leaking fuel or gasses which can cause a fire hazard
- c) Safe and suitable means of access
- d) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

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Attention must be paid to

- i) Turn indicators
- ii) Stop lights x 2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights
- v) Reflectors
- vi) Head lights x 2 – where poor visibility conditions warrant
- vii) Rotating amber flashing light with lens heights of at least 200mm and an Output of at least 100Watt on roof or other visible position
- viii) Warning boards mounted at least 1.5m above ground level to be clearly visible.
- ix) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn
- x) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhered to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. This protection must consist of adequate edge protection e.g. guard rails and/or crash barriers.
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a public roads 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 vehicles or plant.
8. TLB's, Excavators 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.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads.
10. No major plant repairs may be carried out on site

CS1. 18 Signs and Notices

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

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Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background=> WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Warning signs	-	DANGER - MEN AT WORK
Prohibitory signs	-	NO ENTRY, NO SMOKING
Fire	-	POSITION OF EQUIPMENT ARROWS
First Aid	-	INFORMATION SIGNS
Emergency Signs	-	ASSEMBLY POINT, ESCAPE ROUTES SIGNS

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving.

Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day.

Signs to be displayed will be determined by the H&S Plan and the Risk Assessments.

Compulsory signs will include:

Prohibited area

Men at work

A H&S board shall be displayed at the entrance with all the relevant H&S instructions and symbols eg:

Construction Site – No Entry

Hard hat area

Safety shoes shall be worn

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The size of the board shall be at least 1.5m wide by 1.2m high

CS1.19 Excavation Work – CR 13

Excavation:

Definition: A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken into consideration when doing the Risk Assessment:
 - ⇒ Depth of the excavation
 - ⇒ Length of the excavation
 - ⇒ Existing services
 - ⇒ Barricading and demarcation

Depth of the excavation:

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done by the Principal contractor and a consulting Engineer shall be notified in writing for certification.

A plan for prevention of persons being trapped due to collapse shall be provided by Contractor. The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format.

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include:

Telkom, Water, Electricity Supplies and other similar services.

Inspection shall be done on all bracing and shoring on a

- daily basis

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- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Excavations must be adequately barricaded and such barricading material shall be periodically maintained.

It is advised to use 1.2m high PVC net (barrier netting) and erected as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares, NO danger tape shall be used.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

Warning signs must be posted next to an excavation in which persons are working or carrying out inspections or tests.

CS1. 22 Barricading and Demarcation

The construction site shall be sealed off with a fence of at least 2 m covered with mash nett to contain dust. Signage must be displayed in all four corners of the site to prevent unauthorized entry by members of the public and vehicles.

CS1. 23 Ladders – GSR 13A

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3m to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

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Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

CS1. 24 Bulk mixing/Concrete Mixers – CR 20

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are:

1. Placed in an easily accessible position; and
2. Constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. Aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

In case the concrete is supplied by the an external service provider PC shall ensure that there are fully inducted and compliant with the provisions of the OHS act and its regulation. Furthermore, PC's employees shall not be allowed to operate the ready mix truck chutter in any circumstances

CS1. 25 Scaffolding – CR 16

All scaffolding must be in compliance to SANS 10085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

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A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SANS 10085 as amended shall be available on site and kept in the Health and Safety File.

CS1. 26 House Keeping and Construction Sites – CR 27

The Contractor shall at all-time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

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

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

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

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

HCS stored on site shall be stored in containers located in a dedicated area. The area shall be surrounded by a band wall.

CS1. 27 Stacking and Storage on Construction Sites – CR 28

A competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

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All storage areas shall be kept neat and under control.

CS1. 28 Fall Protection – CR 10

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 paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) Steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub-regulation (1), shall include-

- a) Scope
- b) 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;
- c) Fall prevention outlook: Fall elimination, fall prevention, fall arrest equipment
- d) Emergency response and fall rescue plan
- e) Appointments and training need analysis
- f) Site activities/conditions e.g. open holes, excavations, ladders, scaffolds, lifting equipment etc.
- h) Monitoring and review
- l) Medical surveillance procedure
- j) Accident/incident reporting, investigation and record keeping
- k) Approvals and reviews
- l) fall protection training register

NOTE:

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".

It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

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On windy/rain days, special precautions are to be taken when working at.

No workers are to be allowed to work at height during inclement weather

CS1. 29 Structures – CR 11

1. A contractor shall ensure that:

a) all reasonable 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. 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.

3. 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.

4. 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.

CS1.30 Temporary Works – CR 12

A competent person shall be appointed in writing to supervise all formwork and support work.

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, client, client's agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.

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Record must be kept of these inspections.

Weakened formwork or support work must be immediately reinforced.

Persons must be prevented from slipping on support work.

Persons must not be affected by the use of solvents or any other similar substances.

Safe access must be provided for all support work.

Employees involved must be adequately trained and instructed to perform the work in a safe manner.

Foundations of formwork must be adequate to sustain the applied load.

C1.31 Material Hoisting – CR 19

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

A contractor must ensure that the tower of every material hoist is

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- 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
- Provided with a door or *gate* at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause-

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- 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
- Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

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

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A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate unless a hoist, person is competent in the operation of that hoist. .

No contractor may require or permit any person to ride on a material hoist. A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- Is properly maintained and the maintenance records in this regard are kept on site.

CS1. 32 CRANES - CR 22

Where tower cranes are used:

- PC shall ensure that they are designed and erected under the supervision of a competent person
- All relevant risk assessments and method statements are developed and applied
- account must be taken of the effects of wind force on the crane and a wind speed device is fitted that provides the operator with a audible warning when the wind speed exceeds the design engineer's specification;
- account must be taken of the bearing capacity of the ground on which the tower crane is to be erected;
- the bases for the tower crane and tracks for rail mounted tower crane must be firm and level and secured;
- shall be erected at a safe distance from excavations;
- clear space must be provided and maintained for erection, operation, maintenance and dismantling;
- Tower crane operators must be competent to carry out the work safely;
- Tower crane operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit.

A competent person shall plan all lifting operations where the lift will exceed 2000 kg and the plan submitted to the Client for approval and permission to carry out the lift.

CS1.33 Temporal Electrical Installations on Construction Site office – CR 24

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Electrical installations shall be carried out by a competent installer in possession of **registration certificate** issued by the Dept. of labour.

COC's shall be issued on completion of electrical installations in site offices

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the client's authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

CS1. 34 First Aid - GSR 3

- **Safety Notice Board**

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

- **First Aid Equipment**

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

- **Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

- **Reporting of Incidents and/or Injuries**

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All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

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

CS1. 35 Fire Precautions on Construction Sites – CR 29

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paraffin.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place.
(On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment.

A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

CS1. 36 Construction Welfare Facilities – CR 30

PC shall provide clean drinking water for its workers

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 30 workers, a changing facility for each sex and sheltered eating areas.

Separate toilets shall be erected for each sex.

Mobile toilets with bucket system shall be installed at the site.

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Cleaning of buckets shall be arranged with an approved service provider approved by the municipality. To be at least once every week and disposal certificate shall be kept in the file.

CS1. 37 Portable electrical tools & equipment - EMR 9

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. shall be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorized persons are allowed to use portable electrical tools and equipment;
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

PORTABLE ELECTRICAL TOOLS shall be maintained in good condition at all times to prevent an electrical shock to the user. The main source shall incorporate an earth leakage protection device.

All equipment shall be fitted with a switch to allow for safe & easy starting and stopping.

CS1. 38 Use & storage of flammables & HCS - CR 25

The Principal Contractor / Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate precautions are taken;
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other sources of ignition is allowed in the area
 - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire-fighting equipment installed and fire prevention methods practiced e.g. proper housekeeping;
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
 - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights";

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- the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall;
 - Adequate and suitable fire-fighting equipment installed around the flammables store and marked with the prescribed signs;
 - All electrical switches and fittings to be of a flameproof design;
 - Any work done with tools in a flammables store or work areas to be of a non-sparking nature;
 - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables;
 - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored;
 - A sign indicating the capacity of the store to be displayed on the door;
- Containers (including empty containers) to be kept closed to prevent fumes/vapors from escaping and accumulating in low lying areas;
 - Metal containers to be bonded to earth whilst decanting to prevent build-up of static;
 - Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders.

Hazardous Chemicals and Materials

- a) The Contractor shall provide suitable and adequate protective equipment when work in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of firefighting equipment, safety showers/baths and other washing facilities, prior to commencement of work
- c) Hazardous chemical substances shall be stored in a well ventilated area.
- d) Spillage procedures shall be developed and spill kits shall be provided.
- e) All HCS containers shall be labelled
- f) Where HCS are stored PC to ensure that there are serviced fire extinguisher in close proximity

CS1. 39 Public H & S

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

CS1. 40 Night work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in work being stopped.

CS1. 41 Environmental Conditions

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The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc.). The Contractor's risk assessment process must take these risks into account.

Furthermore the Contractor shall ensure that the environmental specification is adhered to at all times.

CS1. 42 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in four ways:

- Inhalation through breathing e.g. cements dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. hazardous chemicals.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where survey has been conducted.

- Noise induced hearing loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work,
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.

- Control of noise by referring to:
- Engineering methods considered
- Admin control (number of employees exposed) considered
- Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

CS1. 43 Commissioning and Safety Precautions

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

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CS1. 44 Monitoring and Review: Registers Required on Site

PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

- Personal Protective Clothing and Equipment issued, PPE condition Monthly checklist

MACHINERY

- Daily Checklist - Compaction Machinery
- Daily Checklist – Concrete mixer
- Daily Checklist – Generator/pump
- Daily checklist (before and after use) – Troxler (If applicable)
- Daily Construction Vehicle Pre-ignition Checklist – Excavator (If applicable)
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Construction Vehicle Pre-ignition Checklist – Truck
- Daily Construction Vehicle Pre-ignition Checklist – LDV
- Operators on Construction Vehicles and Mobile Plant Training and Fitness Register

EQUIPMENT

- Ladder Inspection Register
- Daily Stacking Inspection Register
- Daily Scaffold Inspection Register
- Daily Formwork Inspection Register

TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

GENERAL

- Monthly Environmental Checklist and Deviation
- Weekly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas
- Stacking & Storage inspection registers
- Housekeeping inspection registers

FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

EMERGENCY

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- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register
- Incident Register (Injury/ occupational disease record book (Recording and investigation of incidents)
- Motor Vehicle Accident Register

TRAINING

- Induction Training Attendance Registers
- Toolbox talks Training Attendance Registers
- Community Training Attendance Registers
- Fall protection plan training attendance register
- Risk assessment & Safe work procedure attendance register
- Emergency/evacuation Training attendance register

PERMITS

- Blasting
- Bulk fuel storage
- Lock-out Permits (Water and Electricity)
- Radiation equipment (troxler)

INSPECTIONS

- Daily Excavations Inspection Register with specific reference to barricading
- Safety officer internal audit - Monthly
- SHE Rep Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

CS1. 45 Safe Work Procedures Required in Health and Safety File

- Stacking of material
- Working with Portable electrical equipment
- Working with cement and concrete mixers
- Scaffolding activities
- Formwork activities
- Working at heights
- Working in inclement weather
- Excavating of trenches
- Steel fixing
- Loading and transportation of material
- Transportation of workers
- Operation of construction vehicles
- Refuelling of Plant

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- Use of hand tools
- Electrical installations
- Use of Ladders
- Public safety
- Ergonomics

CS1. 46 Written Training Course Material to be filed in Health and Safety File and presented

- Induction Training (Workplace awareness)
- Training of operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- HIV/AIDS Training
- Toolbox talks on Hand Tools
- Toolbox talks on Stacking of material
- Toolbox talks on working at heights
- Toolbox talks on Maintaining Scaffolding
- Toolbox talks on Traffic management
- Toolbox talks on Driving company vehicles
- Toolbox talks on Working with cement and concrete mixers
- Toolbox talks on working with portable electrical equipment
- Toolbox talks on Excavating of trenches
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on Ergonomics
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- Toolbox talks on substance abuse
- Toolbox talks on public safety
- Toolbox talks on facilities and hygiene
- Toolbox talks on Environmental influences

CS1. 47 Emergency Equipment to be kept on site but not limited to:

First Aid Kits with splinters and the minimum required contents

Stretcher

Fire Extinguishers

Emergency Siren

Emergency contact details

Cell phone with airtime of at least R20

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CS1. 48 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing free of charge for its employees in hazardous areas, appropriate to the nature of the hazard. PPE must be maintained and kept in a good condition.

Proposed Personal Protective Equipment & Clothing required on this project but not limited to:

	TYPE	WHEN TO WEAR
1.	Hard Hats	When there is work carried above 2m from ground level or in deep excavations
2.	PVC Gloves	Working with cement, steel
3.	Reflective clothing	Working adjacent to public roads or in close proximity to construction vehicles
4.	Safety Goggles	Grinding, Cutting Cement, mixing cement
5.	Gumboots	Working in water, concrete casting
6.	Safety shoes	Offloading, working with heavy loads, positioning of materials etc.
7.	Dust Masks	Working with HCS, windy conditions, cement
8.	Ear protection	Grinding, compaction etc.
9.	Safety harness	Working at heights
10.	Life-line	Working at heights
11.	Kidney belts	Plant operators

CS1. 49 Sub-Contractor Management

Contractor control

PRINCIPAL CONTRACTOR shall enter into a Contractors Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed contractors.

PRINCIPAL CONTRACTOR shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

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This would include the following:

- to appoint each contractor contemplated in writing for the part of the project on a construction site;
- ensure that contractors comply to the directives of the PRINCIPAL CONTRACTOR health and safety plan;
- to stop any contractor from executing construction work, which is not in accordance with the health and safety plan, and or the clients health and safety specification;
- to ensure that where changes are brought about to the design and construction, 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;
- to ensure that potential sub-contractors have made provision for the cost of health and safety measures during the construction process;
- ensure that a comprehensive and updated list of all the contractors accountable to PRINCIPAL CONTRACTOR is maintained and that the section 37.2 agreements between the parties and the type of work being done are included and available;
- Ensure that the contractors to be used have the necessary competencies and resources to perform the construction work safely;
- Ensure that all other contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.
- As far as reasonably practicable, PRINCIPAL CONTRACTOR is to audit contractors at least once for the duration that the contractors are on site. Should the contractor be on site for longer than a month, then the audit must be conducted at least once every month.

CS1. 50 Medical surveillance procedures

All employees:

- Working at heights,
- Operators of plant/machinery,
- Exposed to noise,
- Exposed to cement and dust,
- General labour,
- Handling Hazardous Chemicals

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Are to undergo pre-employment and exit medical assessments performed by a registered occupational medical practitioner.

CS1. 51 Incident reporting

Reporting of accidents and incidents - OHSACT, Sec. 24 & GAR 8

The Principal Contractor shall report all reportable incidents to the Dept. of Labour (in terms of the Act and Regulations) and shall provide the Client with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor shall provide the Client with copies of all internal and external accident / incident investigation reports including the reports contemplated above and below within 7 days of the incident occurring.

CS1. 52 ACCIDENT AND INCIDENT INVESTIGATION - GAR 9

The Principal Contractor / Contractor shall investigate all accidents / incidents where employees and non-employees were injured to the extent that he / she / they had to be referred for medical treatment by a doctor, hospital or clinic and results recorded on file.

The Principal Contractor / Contractor shall investigate all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keep a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor / Contractor shall investigate all road traffic accidents and keep a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Client reserves the right to hold its own Investigation into any incident or call for an independent external investigation.

CS1. 53 Emergency preparedness, Contingency planning & response

The Principal Contractor / Contractor shall appoint a competent person to act as Emergency Controller/Coordinator.

The Principal Contractor / Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she shall then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.

The Principal Contractor / Contractor shall hold regular practice drills of contingency plans and emergency procedures to test them and familiarize employees with them **(every 3 months)**.

CS1. 54 Security and access control

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The Principal Contractor / Contractor shall establish site access rules, implement and maintain these throughout the construction period. Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person or other.

Construction site shall be adequately hoarded (fenced) with temporary gate manned to prevent unauthorised access. Warning signage shall be displayed on all four sides of the construction site

CS1. 55 Public Safety

The Principal Contractor / Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize these dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community;
- Passers-by.

Appropriate signage shall be posted to this effect and all employees on site shall be instructed on ensuring that non-employees are protected at all times.

All non-employees entering the site shall receive induction into the hazards and risks and the control measures for these.

All unattended excavations are to be backfilled, if not possible, they are to be adequately barricaded with PVC orange net of at least 1.2m high (NO DANGER TAPE)

CS1. 56 Audit, Reporting & Corrective actions

Monthly audit by the Client SHE agent

Occupational Health and Safety Audits will be conducted monthly to comply with Construction Regulation 4(1) (d) to ensure that the Principal Contractor / Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Contractor's audits and inspections

The Principal Contractor / Contractor shall conduct monthly internal audits to verify compliance with his own occupational health and safety management systems and procedures.

CS1. 57 Consultation, Communication and Liaison

All occupational health and safety liaison between the Client, the Principal Contractor, other Contractors, the Designer and other concerned parties shall be through the OH&S committee.

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

Consultation with the workforce on OH&S matters shall be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

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The Principal Contractor / Contractor shall be responsible for the dissemination of all relevant OH&S information to other Contractors e.g. design changes agreed with the Client 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.

CS1. 58 Record keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

CS1. 59 Close-out

Upon completion of the Works (at zero man hours), the Contractor shall hand over a consolidated Health and Safety file (Hard & Soft copy) to the Client SHE agent.

Health and Safety close out SHE file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - Letters of Approval of Contractors
 - Mandatory Agreements
 - Letters of Good Standing
 - Appointments
- h) Incident Records
- i) Non- Conformance records
- j) Agent's Audits

Compilation date:01/03/25	Revision: 00	(PC) Sign:	Date:
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CLIENT : DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
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CONTRACT) AT MACLEAR MAGISTRATE COURT

k) Method Statements

l) Risk assessments

m) Safe work procedures

n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.

o) All drawings for temporary structures (suspended beams/scaffolds etc.)

p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

CS1. 60 Penalty Enforcement

Penalties may be imposed on Contractors who do not comply with this health and safety Specification.

The list of offences that attract penalties and how much it would cost per offence is listed on the below table and such fines will be deducted from the contractors payment certificate.

Note: In the event whereby the contractor has completed construction work and there are still outstanding critical non-conformances, the Employer reserves the right not to release an amount of not less than 5% of the final payment certificate or retention amount.

LIST OF OFFENCES AND PENALTIES

NON-CONFORMANCES	FIRST TRANSGRESSION	SECOND TRANSGRESSION
1. Expired Letter of goodstanding	Written warning	R 5000 or Site closure
2. Notification of Construction work	Written warning	R 500
3. Mandatory agreement	Written warning	R 500
4. Accident/incident management	Written warning	R 2000 – R 10000/Site closure
5. Pollution	Written warning	R 500 – R 5000
6. Inspections	Written warning	R 50 per item
7. Appointments & Competence	Written warning	R 50 per appointment
8. Risk assessment & safe work procedure	Written warning	R 200 per activity
9. Training (induction, toolbox talks etc.)	Written warning	R 50 per employee
10. PPE	Written warning	R 50 per employee
11. Unsafely working at heights	Written warning/Halt activity	R 500 – R 5000
12. Pre-employment Medicals	Written warning	R 100 per employee

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Revision: 00

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13. Faulty/sub-standard tool	Written warning	R 50 per tool
14. Unsafe use & storage of Troxler	Site closure	Site closure + minimum of R10 000
15. Blasting (permits/notification)	Halt operation	Minimum of R5 000
16. Exit medicals	Written warning	R 250 per employee
16. File consolidation/ close out report	Written warning	5% of retention

Compilation date:01/03/25

Revision: 00

(PC) Sign:

Date:

C3.2

HIV/AIDS SPECIFICATION



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

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

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

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

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

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

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

2.2 Abbreviations

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

3 BASIC METHOD REQUIREMENT

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

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

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

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project

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

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

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

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

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

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at

workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

4.2 Recommended practice

4.2.1 Workshop Schedule

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

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

4.2.2 Service Providers

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

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

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

4.2.3.1 UNIT 1: The nature of HIV/AIDS

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

Assessment Criteria:

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

4.2.3.2 UNIT 2: Transmission of the HI virus

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

Assessment Criteria:

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

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

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

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection

3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

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

Assessment Criteria:

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

4.2.3.5 UNIT 5: Living with HIV/AIDS

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of

Public Works

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

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

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

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

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

5 **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

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

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

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

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

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

7 **APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION**

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

The Awareness Champion shall be responsible for:

- 7.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

8 **MONITORING**

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

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

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

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

C3.3

**OCCUPATIONAL HEALTH
AND SAFETY SPECIFICATION**

Part C4: Site Information

Part C4: Site Information

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	MACLEAR MAGISTRATES COURT: STRUCTURAL REPAIR WORKS: COMPLETION CONTRACT NO.3		
Tender no:	MTH04/25	Reference no:	19/2/4/2/2/6950/34

C4 Site Information

1. **GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)**
 - (a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*
 - (b) *The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.*
2. *The following serves as a guideline only with regard to the type of items to be included in the Site Information. (Delete this instruction and re-number the items as required)*
 - (a) Describe nature of ground, surface conditions, water table as visible in test holes and other indisputable facts that may affect construction. Provide available data and information.
 - (b) Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries (Delete this instruction)
 - (c) Describe in detail herein any additional site information such as site location, improvements on site, adjacent buildings, environmental issues, etc.

