

CLOSING DATE: 30/08/2023

Quoteno: TW04/2023



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**QUOTATION**

**FOR**

**DEPARTMENT OF PUBLIC WORKS**

**IN THE**

**NORTHERN CAPE PROVINCE**

DEPARTMENT OF PUBLIC WORKS  
KIMBERLEY REGIONAL OFFICE  
PRIVATE BAG X5002  
KIMBERLEY  
8300

PROJECT LEADER:  
  
LERATO SEBOPETJA

**APRIL 2023**

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

TENDER NUMBER : CW04/2023

CLOSING TIME: 11:00

CLOSING DATE: 30/08/2023

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

The **Tax Clearance Certificate for Bid Purposes** from the Receiver of Revenue and the **Bid Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures will be rejected.

**BID DOCUMENTS MAY BE POSTED TO**

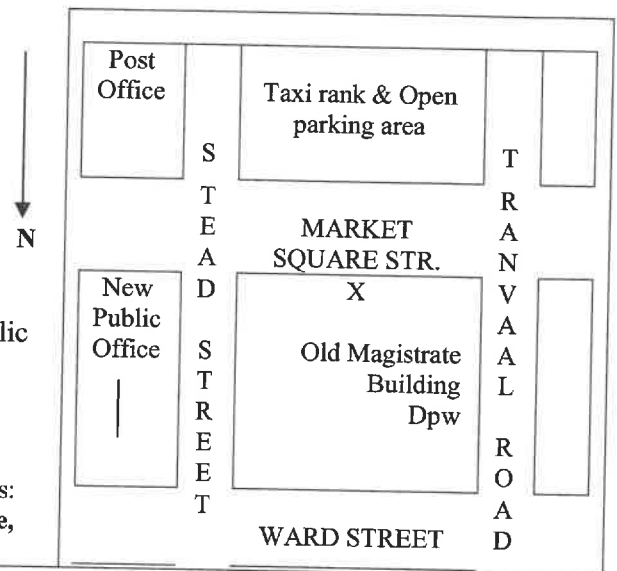
REGIONAL MANAGER  
Department of Public Works  
Private Bag X5002  
KIMBERLEY  
8300

ATTENTION: BID SECTION: ROOM N22

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works:  
Head Office: **Room 29, Old Magistrate Offices, 21-23 Market Square, Kimberley, 8300.**



The Office of the Department of Public Works is open **Mondays to Fridays**  
**07:30 – 12:45 / 13:30 – 15:30.** However, if the bid is late, it will, as a rule not be accepted for consideration.

*Bidders should ensure that bids are delivered timeously to the correct address.*

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**  
*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE.**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>

## PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

<b>Project title:</b>	Loxton Magistrate Court: Installation of facilities for people with disabilities
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<b>Quotation no:</b>	CW-4/2023	<b>Reference no:</b>	19/2/4/2/2/2388/5
<b>Advertising date:</b>	23/08/2023	<b>Closing date:</b>	30/08/2023
<b>Closing time:</b>	11h00	<b>Validity period:</b>	30 Calendar days

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 CE or higher, or select tender value range select class of construction works\*** or higher.

*\*Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or higher, or Not applicable Not applicable PE\*** or higher.

*\*Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

### 2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

**Note 1:** Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria <sup>1</sup> :	Weighting factor:
<b>Total</b>	<b>100 Points</b>

### 3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

<sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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".

**3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

#### 4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8	<input type="checkbox"/>	Submission of DPW-16.1 signed by the authorised official and completion of bid briefing attendance register. <b>insert motivation why the tender clarification meeting is declared compulsory</b>
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
11	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
12	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

4.2. Indicate administrative responsiveness requirements applicable for this tender.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
N/A	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
5	<input type="checkbox"/>	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of T1.2 Tender Data.
6	<input type="checkbox"/>	Data provided by the Service Provider (C1.2.3) completed.
7	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
9	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.

10	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
11	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria
12	<input checked="" type="checkbox"/>	Submission of (PA-40): Declaration of Designated Groups for Preferential Procurement
13	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
14	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
15	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

**4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals**

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

**5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:**

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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**5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:**

**6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

**Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

**6.1 Technical risks:**

**Criterion 1: Experience on comparable projects during the past 10 years.**

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared

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".

by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

### **Criterion 3: Suitably qualified and appropriately experienced human resources**

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

### **Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

## 6.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

## 7. COLLECTION OF QUOTATION DOCUMENTS

- Quotation documents are available for collection during working hours
- Alternatively; quotation documents may be collected during working hours at the following address 21-Old Magistrate Court Building, 23 Market Square, Kimberley. A non-refundable bid deposit of R 0.00 payable (cash only) on collection of the bid documents.

## 8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	N/A		
Virtual meeting Link:	N/A		
Date:	N/A	Starting time:	N/A

## 9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

<b>DPWI Project Manager</b>	Lerato Sebopetja	<b>Telephone no:</b>	053 838 5347
<b>Cellular phone no</b>	082 806 0387	<b>Fax no:</b>	
<b>E-mail</b>	Lerato.sebopetja@dpw.gov.za		



9.2. SCM enquiries may be addressed to:

<b>SCM Official</b>	Mzimasi QumbeLO	<b>Telephone no:</b>	053 9385224
<b>Cellular phone no</b>		<b>Fax no:</b>	
<b>E-mail</b>	Mzimasi.Qumbelo@dpu.gov.za		

## 10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

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

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5002 Kimberley 8301</p> <p><b>Attention:</b> <b>Procurement section: Room N32</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>Department of Public Works and Infrastructure Old Magistrate Court Building 21-23 Market Square, Kimberley Old Wing Entrance</p>
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## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<b><i>Loxton Magistrate Court: Installation of facilities for people with disabilities</i></b>		
Tender / Quotation no:	CW04/2023	Reference no:	19/2/4/2/2/2388/5
Receipt Number:			

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA-16.1) 2022 (PA 16)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

\* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no: CW04/2023

**2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment ( <i>if applicable</i> )	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .		
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.		

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) ( <i>if applicable</i> )	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) ( <i>if applicable</i> )	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules ( <i>if applicable</i> )	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) ( <i>if applicable</i> )	1 Page	Yes

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	9 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no: CW04/2023

Tender document name	Number of pages issued	Returnable document
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

**5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES**

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
<b>If the Tendering Entity is:</b>	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company.  [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

**YES / NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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(1) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

I, the undersigned, (name).....  
in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**This form has been aligned with SBD4**

## PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

### 1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

	80/20
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>



1.5 Breakdown Allocation of Specific Goals Points



**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>

			and <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>• National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul>
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



**1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

**Table 2**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> Or

			<ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul>
			<p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
----	--	---	---



**1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.**

**NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.**

**Table 3**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>

	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	<b>OR</b>			
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> <li>• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable</li> </ul>

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation



Public Company  
 Personal Liability Company  
 (Pty) Limited  
 Non-Profit Company  
 State Owned Company  
 [TICK APPLICABLE BOX]

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

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

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>
<p><b>SURNAME AND NAME:</b> .....</p>
<p><b>DATE:</b> .....</p>
<p><b>ADDRESS:</b> .....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_ (Legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

1. The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

---



---

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

---



---

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the Department of Public Works in respect of the following project:

---



---

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ *(code)*

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

**Note:**

- \* Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**ENTERPRISE STAMP**

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### **RESOLVED that:**

#### **RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
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10			
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12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



## DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b><i>Loxton Magistrate Court: Installation of facilities for people with disabilities</i></b>		
<b>Tender / Quotation no:</b>	CW04/2023	<b>Reference no:</b>	19/2/4/2/2/2388/5

### OFFER

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

***Installation of facilities for people with disabilities***

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

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

<b>Rand (in words):</b>	..... ..... .....
<b>Rand in figures:</b>	R .....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer.***

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

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)**

Company or Close Corporation:  
.....  
.....

And: Whose Registration Number is:  
.....

And: Whose Income Tax Reference Number is:  
.....

CSD supplier number:.....

**OR**

Natural Person or Partnership:  
.....  
.....

Whose Identity Number(s) is/are:  
.....

Whose Income Tax Reference Number is/are:  
.....

CSD supplier number:.....

\*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".  
 \*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"  
 For Internal & External Use

Tender / Quotation no: cw04/2023

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents .....   
 The official alternative .....   
 Own alternative (only if documentation makes provision therefore) .....

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes  No
  - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes  No
  - (4) 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) Yes  No
  - (5) 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) Yes  No

NB. Guarantees 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 35 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.

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**Tender / Quotation no:** cw04/2023

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

.....

**Other Contact Details of the Tenderer are:**

Telephone No..... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

- Part C1 Agreement and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: cw04/2023

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>

<b>1.1.2. Subject:</b>
<b>Detail:</b>

<b>1.1.3. Subject:</b>
<b>Detail:</b>

<b>1.1.4. Subject:</b>
<b>Detail:</b>

<b>1.1.5. Subject:</b>
<b>Detail:</b>

<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

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

\*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".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

## DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

<b>Project title:</b>	Loxton Magistrate Court: Installation of facilities for people with disabilities		
<b>Tender / quotation no:</b>	CW04/2023	<b>Closing date:</b>	30/08/2023
<b>Advertising date:</b>	23/08/2023	<b>Validity period:</b>	30 days

### 1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

#### 1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						



Tender no: **CW 03/23**

**1.2. Completed projects**

1	Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
2							
3							
4							
5							
6							
7							
8							
9							

	Name of Tenderer	Signature

## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<i>Loxton Magistrate Court: Installation of facilities for people with disabilities</i>		
<b>Tender no:</b>	<i>CW04/2023</i>	<b>Reference no:</b>	<i>19/2/4/2/2/2488/5</i>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



## PA- 40: DECLARATION OF DESIGNATED GROUPS

**Tender no:** .....

**Name of Tenderer** .....  EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

### 1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

**#** Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
**##** State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise



## PA- 40: DECLARATION OF DESIGNATED GROUPS

**Tender no:**

### 2. DECLARATION:

**The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:**

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

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

<b>Project title:</b>	Loxton Magistrate Court: Installation of facilities for people with disabilities
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<b>Tender / Quotation no:</b>	CW04/2023	<b>WCS no:</b>	056343	<b>Reference no:</b>	19/2/4/2/2/2388/5
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	<p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>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)).</b></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><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> 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 <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as ‘not applicable’ or deleted but not left blank.</b> 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 <b>schedule</b>. 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]

<b>Works description</b>	Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description

Tender / Quotation no: CW04/2023

## A 2.0 Site [1.1]

Erf / stand number	
Site address	
Township / Suburb	
City / Town	
Province	
Local authority	
GPS Coordinates	

## 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	Gail.aysen@dpw.gov.za	Telephone	053 838 5221
Postal address	Private Bag X5002 CBD Kimberley 8301		
Physical address	21-23 Market Square, Old Magistrate Court Building CBD Kimberley 8301		

### A 3.2 Employer's representative:

Name	Lerato Sebopetja	Telephone number	053 838 5347
E-mail	Lerato.sebopetja@dpw.gov.za	Mobile number	082 806 0387
Postal address	Private Bag X5002 CBD Kimberley 8301		
Physical address	21-23 Market Square, Old Magistrate Building CBD Kimberley 8301		

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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Tender / Quotation no: CW04/2023

<b>A 4.0</b>	<b>Principal Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 5.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 6.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

**Tender / Quotation no: CW04/2023**

<b>A 7.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 8.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 9.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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".

**Tender / Quotation no: CW04/2023**

<b>A 10.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 11.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

<b>A 12.0</b>	<b>Agent [1.1; 6.2]</b>	<b>Discipline</b>	
---------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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".

Tender / Quotation no: CW04/2023

**B CONTRACT INFORMATION**

**B 1.0 Definitions [1.1]**

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 <sup>th</sup> 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] ]	<b>Principal Agent</b>
<b>Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]</b>	

Tender / Quotation no: CW04/2023

**B 6.0 Insurances [10.0]**

<b>Insurances by contractor</b>			
<p>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). <b>Insured amounts to include VAT.</b></p>			
	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
Or	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
Or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Select
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Select
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R PQS to determine value.	Select
<b>Other insurances [10.1.5]</b>			
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R PQS to determine value.	Select
	Other insurances: If applicable, description 1:	R PQS to determine value.	Select
	Other insurances; If applicable, description 2:	R PQS to determine value.	Select



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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: It is an existing building that is currently in use by DOJ&CD for court sessions	
Restriction of working hours [12.1.2]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [12.1.3]	Select
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Select
If applicable, description:	
Supply of free issue of material and goods [12.1.10]	Select
If applicable, description:	

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

**B 9.0 Appointment of Selected Subcontractors [15.0]**

Select	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]**

Select	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]**

Select	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**

<b>Contract period [B18: 1.2]:</b> Period in <b>months</b> 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	
<b>The contract period is determined as follows (Period/s indicated in months):</b>	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1

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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	
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	3
Period to achieve Works Completion Refer B18.0 [19.8]	
Defect liability period up to and including Final Completion	3
<b>Total Contract Period</b> [B18: 1.2]	7
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 10.00

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

<b>Construction period</b> [B18: 1.2] and <b>Practical Completion for the Works as a whole</b> [19.0] The time for achieving Practical Completion of the whole of the Works is <b>measured from the</b> date of possession of the <b>site</b> by the <b>contractor</b> inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods.</b>	Applicable
The date for practical completion for the works as a whole shall be the period in <b>months</b> 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]	insert construction period as per B12.1 or N/A if Works in portions
Period for inspection in <b>working days</b> by the principal agent [19.3]	
<b>Penalty amount</b> per calendar day for <b>late Practical Completion</b> , excluding VAT. [24.1]	R 96.00
<b>Penalty amount</b> per calendar day for <b>late Works Completion</b> Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 29.00
<b>Penalty amount</b> per calendar day for <b>late Final Completion</b> [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 15.00

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

<b>Construction period</b> [B18: 1.1] and <b>Practical completion for portions of the Works</b> [20.0]	Select					
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in <b>working days</b> [19.3]						
The date for practical completion shall be the period in <b>months</b> 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 <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [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, <b>if completion in sections is required</b> , excluding VAT	
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 3</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 4</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 5</b> of the Works is:	R
The penalty amount per day for failing to complete <b>section 6</b> of the Works is:	R
The penalty amount per day for failing to complete <b>the whole</b> 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 <b>Select</b> , 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 <b>Select</b> , 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	

<b>13.10</b>	
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**B 14.0 Defects liability period [21.0]**

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

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

**B 15.0 Payment [25.0]**

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Select
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]**

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

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**B 17.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]		Select
Availability of construction information [P2.3]		Select
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Select
Previous work - defects - details of previous contract(s) [P3.2]		Select
Inspection of adjoining properties - details [P3.3]		Select
Handover of site in stages - specific requirements [P4.1]		Select
Enclosure of the works - specific requirements [P4.2]		Select
Geotechnical and other investigations - specific requirements [P4.3]		Select
Existing premises occupied - details [P4.5]		Select
Services - known - specific requirements [P4.6]		Select
Water [P8.1]	By contractor	Select
	By employer	Select
	By employer – metered	Select
Electricity [P8.2]	By contractor	Select
	By employer	Select
	By employer – metered	Select
Ablution and welfare facilities [P8.3]	By contractor	Select
	By employer	Select
Communication facilities - specific requirements [P8.4]		Select
Protection of the works - specific requirements [P11.1]		Select
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Select
Disturbance - specific requirements [P11.5]		Select
Environmental disturbance - specific requirements [P11.6]		Select

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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	<p><b>Definitions</b></p> <p><b>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.</b></p> <p><b>ADVERSE WEATHER CONDITIONS:</b> 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.</p> <p><b>AGREEMENT:</b> 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.</p> <p><b>CONSTRUCTION PERIOD:</b> The period commencing on the date of possession of the <b>site</b> by the <b>contractor</b> and ending on the date of <b>practical completion</b>.</p> <p><b>CONTRACT PERIOD:</b> The period commencing on the date of the letter of acceptance and ending on the date of final completion.</p> <p><b>COST FLUCTUATION</b> 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.</p> <p><b>DEFAULT INTEREST:</b> No clause.</p> <p><b>GUARANTEE FOR CONSTRUCTION:</b> 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].</p> <p><b>INTEREST:</b> 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.</p> <p><b>LETTER OF ACCEPTANCE:</b> The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.</p> <p><b>PAYMENT CERTIFICATE:</b> 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.</p> <p><b>PRINCIPAL AGENT:</b> The person or entity appointed by the <b>employer</b> and named in the <b>contract data for organs of state and other public sector bodies</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by the employer's representative as named in the <b>contract data for organs of state and other public sector bodies</b>.</p>
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<b>CONTRACT SPECIFIC DATA</b>	
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: 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: 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 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. 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 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.  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: 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 <b>priced document</b> contains errors or discrepancies and/or prices considered by the employer or <b>principal agent</b> to be imbalanced or unreasonable the employer or <b>principal agent</b> and the <b>contractor</b> shall adjust such prices without any change to the <b>contract sum</b> .
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  <b>WORKS COMPLETION</b> (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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<p>19.8 Continued</p>	<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>
<p>20.2.1.A</p>	<p>Add the following as: 20.2.1.A A certificate of Works Completion [19.8]</p>
<p>21.1</p>	<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>
<p>21.6</p>	<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>
<p>21.6.1.</p>	<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 been 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 <b>contractor</b> fails to bring the <b>works</b> , or a <b>section</b> thereof, to <b>practical-, works-, or final- completion</b> by the applicable completion date [B10 CD], or the revised applicable completion date, the <b>contractor</b> shall be liable to the <b>employer</b> for the <b>penalty</b> [B10 CD].
24.2	Replace clause 24.2 with the following: Where the <b>employer</b> elects to levy such <b>penalty</b> the <b>employer</b> , or the <b>principal agent</b> on instruction from the <b>employer</b> , shall give <b>notice</b> thereof to the <b>contractor</b> . The <b>principal agent</b> shall determine the <b>penalty</b> due from the later of the date for <b>practical- works-, or final- completion</b> [B10 CD], or the revised date for <b>practical- works-, or final- completion</b> , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of <b>practical-, works- or final- completion</b> of the <b>works</b> , or a <b>section</b> 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: 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: 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: 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 &amp; 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 <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> 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 <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>

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<p>25.12 Continued</p>	<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 <b>works</b> in terms of 25.1 and <b>materials and goods</b> 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 <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except were the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p>
<p>26.1</p>	<p>Refer to clause 6.7 [CD].</p>
<p>26.4.3</p>	<p>Omit clause.</p>
<p>26.7</p>	<p>Refer to clause 6.7 [CD].</p>
<p>26.10</p>	<p>Replace 26.10 with the following: The <b>principal agent</b> shall prepare the final account in consultation with the employer and issue the <b>final account</b>, to the <b>contractor</b> within sixty (60) <b>working days</b> of the date of <b>practical completion</b>.</p>
<p>26.12</p>	<p>Refer to clause 6.7 [CD].</p>
<p>27.1. 2</p>	<p>Replace 27.1.2 with the following: Interest due to late payment only.</p>
<p>27.1.4</p>	<p>Replace 27.1.4 with the following: Interest due to late payment only.</p>
<p>27.1.5</p>	<p>No clause.</p>
<p>27.5</p>	<p>Add the following as clause 27.5: 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 <b>contractor's</b> 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 <b>contractor</b> 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 <b>employer</b> has the right of recovery against the <b>contractor</b> , where applicable, [CD] from:  The guarantee for construction (variable) until the final payment has been made; <b>or</b> The guarantee for construction (fixed) until the date of practical completion; <b>or</b> The payment reduction until the final payment is made; <b>or</b> 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.	<b>Select</b>
(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.	<b>Select</b>
(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.	<b>Select</b>
(d)	<b>cidb BUILD Programme:</b> 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.	<b>Select</b>
(e)	<b>cidb BUILD Programme:</b> 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.	<b>Select</b>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<b>Select</b>
(g)	Labour Intensive Works – Condition of Contract.	<b>Select</b>
(h)		<b>Select</b>
(i)		<b>Select</b>

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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.**

<b>Guarantee for payment by employer [11.5.1; 11.10]</b>	Not applicable
Advance payment, subject to a <b>guarantee for advance payment [11.2.2; 11.3]</b>	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 <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> 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 <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>

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

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





public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

## **EPWP IMPLEMENTATION FRAMEWORK ON NDPWI PROJECTS**

### **Loxton Magistrate Court: Installation of facilities for people with disabilities**

**In order to make tender / contract documents fully EPWP compliant (labour-intensive construction projects) the following clauses and / or additions need to be included in the documentation:**

#### **1. Tender Document Cover**

*The following EPWP Logo to be included on the bottom of the front cover*



**EXPANDED PUBLIC WORKS PROGRAMME  
CONTRIBUTING TO A NATION AT WORK**

#### **2. Tender Notice and Invitation to Tender**

*The following must be included in the notice and invitation to tender (for Contract Documentation for the Works):*

"Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders."

#### **3. Contract Data**

*The following must be included in the contract data in the contract with the Employer:*

### **Linkage of payment for labour-intensive component of works to submission of project data**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

### **Applicable labour laws**

The current Ministerial Determination (also downloadable at [www.epwp.gov.za](http://www.epwp.gov.za)), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.



#### 4. Bill of Quantities

- Due to the nature of the works involved, this type of project is feasible as a labour Intensive project i.e. the construction activities will require skilled/unskilled labour.
- Noted that only few items were identified to be implemented LI on the BOQ. The QS is kindly requested to identify more activities that will be done LI in the BOQ.
- Below are some of the potential focus areas where employment creation can be optimized. The following activities must be marked in the bill of quantities with the letter (LI);

LI Activities
All excavations works not exceeding 1.5 m
Masonry
Brickwork
Waterproofing ( requires skilled labour and semi-skilled labour)
Cleaning of roof
Carpentry and joinery (requires skilled and semi-skilled labour)
Shelving
Installation of handle doors, door closers, nameplates, bathroom fittings
Signage,
Installation of pinning boards , writing boards
Plastering ( Internal and External)
Tiling
Plumbing and Drainage & stormwater drainage
Paintwork
Installation of Fencing
Landscaping
Sewer connections
Water connections
Road signs
Paving to parking area
Fencing and installation of gate

#### 6. Employment Targets

The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method.

**Estimated no of jobs to be created:**  
**NYS Beneficiaries** = N/A  
**Local Labour** = 1



## 7. Employment requirements

Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.

Tenderers must allow for any costs for the following employment requirements of the EPWP

60% women

55% youth aged between 18 and 35 years

2% people with disability

100% unskilled labour utilized must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.

## 8. Employment of Community Liaison Officer (CLO)

- 8.1. The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of a project.
- 8.2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.
- 8.3. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.
- 8.4. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:
  - a) Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
  - b) Assisting in the procurement of materials from local resources, as required by the contractor,
  - c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
  - d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
  - e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
  - f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained



- g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications
- h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
- i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
- j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

## **9. EPWP Branding**

### **9.1. Signboard**

EPWP Programme at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

The Contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including the maintenance period, after which the project board and posts are to be dismantled and handed to the client in good order

### **9.2. Personal Protective Equipment (PPE)**

All local labourers including contractor & sub-contractors' shall be provided with EPWP branded Personal Protective Equipment (PPE), as per the branding specifications.

Overalls to be orange in colour as per EPWP Corporate image and requirements (Annexure E). Branding to be done in full colour. Specification with the exception of Correctional Services contracts where the participants top and bottom would be green.

## **10. Reporting**

The Contractor's payment invoice shall be accompanied by labour information for the corresponding period in an EPWP reporting format (Annexure B). The completed EPWP reporting template should be accompanied by the following supporting documents:

- Contract of employment ( Individual and/or Entity) - once-off
- Certified South African ID copy ( certification date not older than 3 months)-once-off
- Attendance register of participants- periodically
- Proof of payment of participants- periodically
- Schedule of payment for SMMEs- periodically (N/A)



The Consultant shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.

If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoice shall not be paid until all pending labour information has been submitted.

**12.02            PROVISION OF EPWP DESIGNED OVERALLS, HARD HATS TO YOUTH WORKERS (NYS) AS WELL AS ONE PAIR OF SAFETY BOOTS.**

**12.02.01**        PPE for local labour: Supply 1 x overalls, 1 x hard hat, 1 x safety goggles and 1 pair of safety boots to each local labour



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

SPECIFICATION

FOR

INSTALLATION OF FACILITIES FOR PLE WITH DISABILITIES

AT

LOXTON MAGISTRATE COURT

NORTHERN CAPE PROVINCE

	RATE	TARRIF	
		R	C
<p>1003</p> <p><b>LUMP SUM BID:</b></p> <p>This specification is for a lump sum contract for all work specified and can be changed by variation order to make payments for additional work not originally specified.</p> <p>The contractor must note that any additional work done without a written site instruction and variation order will under no circumstances be paid for.</p>			
<p>1004</p> <p><b>SPECIFICATION:</b></p> <p>This specification comprises of three sections:-</p> <p>Section A: Procurement document</p> <p>Section B: Building Bill of Quantities</p>			
<p>1007</p> <p><b>PREMISES IN OCCUPATION:</b></p> <p>The existing premises will be in occupation during the contract period.</p>			
<p>1009</p> <p><b>CONTRACT PERIOD:</b></p> <p>The contract period for the completion and delivery of all the work in this contract is 3 months, commencing from the date of site hand over and shall include all statutory and building industry holidays.</p>			
<p>1010</p> <p><b>FIXED PRICE CONTRACTS:</b></p> <p>No contract price adjustments of whatever nature, except for reductions or increases in the Value-added Tax (VAT), shall be applicable to this contract.</p> <p>The bidder shall make provision in his tender price for possible fluctuations in costs.</p>			
<p>PAGE SUMMARY</p>			

	RATE	TARRIF	
		R	C
<p>1021</p> <p><b>SPECIFICATION OF MATERIALS AND METHODS TO BE USED (OW371):</b></p> <p>The document Specification of materials and methods to be used (OW371) "Fourth Revision October 1993, is available on request at the Head Office or Regional Offices of the Department, and shall be read in conjunction with the specification and shall be referred to for the full descriptions of work to be done and materials to be used.</p> <p>1021A</p> <p><b>CONTRACT DRAWINGS:</b></p> <p>The drawings attached to this document are the only drawings to be used for bidding purposes unless otherwise instructed. Should any revisions be available these will be issued after the bid has been awarded to the successful bidder. The bidders are to follow the guidelines and drawing specifications as per the PW 350 document attached.</p> <p>1022</p> <p><b>SCOPE OF WORK:</b></p> <p>The work specified in this specification consists of:</p> <p>Accessibility to building inclusive of electrical work.</p>			
<p>PAGE SUMMARY</p>			



	RATE	TARRIF	
		R	C
<p style="text-align: center;"><b>WORK TO BE DONE</b></p> <p>1038</p> <p style="text-align: center;"><u>CONCRETE, FORMWORK AND REINFORCEMENT:</u></p> <p style="text-align: center;">(a) <u>CONCRETE GENERALLY</u></p>			
<p>1024</p> <p><b>EXCAVATION AND FILLING</b></p> <p>Clear site where a new disability parking should be erected. Level and compact area underneath the new parking for concrete pavers. Pave the area of the new parking with approved 50mm thick interlocked pavers, laid on a 50mm thick bed of river sand over gravel.  <b>Total square metres: 48</b></p> <p>Construction of a carport with 3 x sides covered at 1m from the top and the roof with 0,5mm IBR sheeting.  <b>Total Quantity: 1</b></p>			
<p>1027</p> <p><b>EXCAVATE FOR TUBULAR MILD STEEL POSTS</b></p> <p>Excavate to a minimum depth of 600 mm, 400 x 400mm square hole for concreting in of 100 mm diameter mild steel posts  <b>2m<sup>2</sup>:</b></p>			
<p>1043</p> <p><b>CONCRETE BASES TO TUBULAR MILD STEEL COLUMNS</b></p> <p>Form the bases to tubular mild steel columns supporting the roof beams with Class C- Concrete to the form and sizes shown on drawing and carried up above ground level.</p> <p style="text-align: right;"><b>Item</b></p> <p><b>DOOR FRAME:</b></p>			
<p>1109</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
<p>PAGE SUMMARY</p>			

	RATE	TARRIF	
1934		R	C
<p><b>PAINTING</b></p> <p><b>PREPARATION FOR PAINTING</b></p> <p>CLEAN DOWN: Cleaning down shall mean washing down with approved cleanser, filling as necessary, rubbing down to an even surface and hosing down to remove all dust and loose particles.</p> <p>WIRE BRUSHING: Wire brushing shall mean wire brushing to a clean and solid surface, filling as necessary, rubbing down to an even surface and hosing down to remove all dust and hose particles.</p> <p>RUB DOWN: Rub down to bare surface shall mean complete removal of everything to the base of material.</p> <p>KNOT, PRIME AND STOP: AS described in OW 371</p> <p style="text-align: right;"><b>2 m<sup>2</sup>:</b></p> <p><b>FLUSHING CISTERNS:</b></p> <p>Provide and install a floor mounted wc pan for persons with disability, complete with new connections to existing sewerage system. Provide a heavy-duty toilet plastic double seat. Flap to be secured to pan, complete with rubber buffers, etc.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p> <p><b>Excavation</b></p> <p>Excavation and backfilling of 12000 mm long x 600mm deep trench to lay 110 mm drain pipe. Supply and lay 110mm x 12000mm PVC drain pipes to gradient, including all necessary fittings, connections and cutting to size.</p> <p style="text-align: right;"><b>Total cubic metres: 0,936</b></p> <p><b>NON SLIP GRAB RAILS</b></p> <p>Supply and install grab bars to the wall such that they can support a vertical force of 1 Kilo Newton at any point on the grab bar.</p> <p style="text-align: right;"><b>Total Quantity: 2</b></p> <p><b>TOILET PAPER HOLDER</b></p> <p>Install adjacent to the wc pan where shown a 150 X 150mm recessed toilet roll holder.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p> <p><b>SIGNAGES:</b></p> <p>Supply and install wheelchair logos and directional signs.</p> <p style="text-align: right;"><b>Total Quantity: 3</b></p> <p><b>HAND WASH BASIN</b></p> <p>Provide and install a basin size 560 X 405mm with concealed tubular bracket and bottle trap. Fit a hot and cold water elbow action C.P pillar tap and connect to the existing hot and cold water supply.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
PAGE SUMMARY			

	RATE	TARRIF	
		R	C
<p><b>MIRROR</b></p> <p>Provide a mirror where shown, size 430 X 350 X 6mm thick. The mirror must be drilled four times and countersunk screwed to plug in wall with 38 mm long screws. Provide at each fixing point a felt washer between wall and mirror.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
<p><b>VANITY SHELF:</b></p> <p>Support on suitable wooden gallows brackets a 150 X 600 X 21mm block-board shelf with rounded front edges and melamine finish.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
<p><b>PAPER TOWEL DISPENSER:</b></p> <p>Supply and fix a paper towel dispenser</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
<p><b>DOOR:</b></p> <p>Supply and install a heavy duty solid laminated flush panel door with veneer suitable for paint and concealed hardwood edges. Size of door (44mm X 813mm X 2032mm). The door must have a stainless steel protection plate, hinged door pull handle and a 150mm long lever-type door handle-swing-over indicator bolt and emergency release from outside.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
<p><b>DOOR CLOSURE:</b></p> <p>Supply and install a mechanical door closure on disabled door.</p> <p style="text-align: right;"><b>Total Quantity: 1</b></p>			
<p><b>HARDWOOD DOORS (TO BE VARNISHED BOTH SIDES):</b></p> <p>Prepare and apply two coats clear matt polyurethane varnish both sides of door and vanity shelf.</p> <p style="text-align: right;"><b>Total Square metres: 4</b></p>			
<p>PAGE SUMMARY</p>			

	RATE	TARRIF R	C
<p><b>PAINT CEILINGS (REDECORATE WITH EMULSION PAINT):</b></p> <p>Clean down and paint two coats emulsion paint to toilet ceiling:</p> <p style="text-align: right;"><b>Total Square metres: 30</b></p>			
<p><b>PAINT EXISTING WALLS WITH HIGH GLOSS PAINT:</b></p> <p>Wash down with an approved detergent all the existing wall surfaces and paint one undercoat and one final coat high gloss enamel paint to rooms as specified below.</p> <p style="text-align: right;"><b>Total square metres: 80</b></p>			
<p><b>TILING</b></p> <p>Remove existing floor tiles and prepare floor for new tiles.</p> <p style="text-align: right;"><b>Total square metres: 30</b></p>			
<p>Cover the mentioned floors with non slippery ceramic tiles and form skirtings with 115mm high ceramic skirting tiles of the same manufacture and the floor tiles, laid and grouted in as described for floor tiles.</p> <p style="text-align: right;"><b>Total square metres: 30</b></p>			
<p><b>CONTROL AND OPERATING MECHANISM</b></p> <p>Supply and install a light switch at a height between 500 mm and 1200mm</p> <p style="text-align: right;"><b>Quantity 1</b></p>			
<p>PAGE SUMMARY</p>			

	RATE	TARRIF	
		R	C
<p><b>PRELIMINARIES AND GENERALS</b></p>			
<p>Site establishment</p> <p style="text-align: right;"><b>Item</b></p>			
<p>The contractor shall regularly remove or dispose of any rubbish and superfluous material that may accumulate on the site.</p> <p style="text-align: right;"><b>Item</b></p>			
<p>The contractor shall provide, maintain and remove on completion of the works temporary sheds for the proper storage of materials.</p> <p style="text-align: right;"><b>Item</b></p>			
<p>The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works.</p> <p style="text-align: right;"><b>Item</b></p>			
<p>The contractor shall provide, maintain in a thoroughly clean and tidy condition and remove on completion of the works proper toilets for the use of the workmen. The contractor will be permitted the use of existing toilet facilities if available unless such facilities are reserved for specific persons. The contractor shall maintain such facilities in a thoroughly clean condition and make good any damage at his own expense.</p> <p style="text-align: right;"><b>Item</b></p>			
<p>Occupational health and safety.</p> <p style="text-align: right;"><b>Item</b></p>			
<p>The contractor is to appoint 1 x local labour and pay the labour the rates as per the ministerial determination throughout the construction period.</p> <p style="text-align: right;"><b>Item</b></p>			
<p style="text-align: center;"><b><u>END OF SPECIFICATION</u></b></p>			
<p>PAGE SUMMARY</p>			

**SUMMARY**

The total bid price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the DPW-07(EC) (**FORM OF OFFER AND ACCEPTANCE**) which must be returned together with this document.

2219

a.	Amount for specification Part A (Building Work)	R. ....
b.	Amount for P&G's	R. ....
	Sub-total	R. ....
	Add: Value-added Tax (VAT) 15%	R. ....
	Total carried forward to DPW-07EC Form of Offer and Acceptance.	R. ....

**NOTE: The bidders are encouraged to visit the site to verify the measurements and to familiarise themselves with the nature of the work to be executed.**



**DEPARTMENT OF PUBLIC WORKS**

**STANDARD ELECTRICAL, MECHANICAL AND**

**ARCHITECTURAL GUIDELINE FOR THE**

**DESIGN OF ACCESSIBLE BUILDINGS**

**(FACILITIES FOR DISABLED PERSONS)**

**MARCH 2001**

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## 1.0 GENERAL DESIGN ELEMENTS

### 1.1 Floor or Ground Surfaces

Floor and ground surfaces to be stable, firm and slip resistant.

Carpet, carpet tiles or other floor finishes are to be securely attached and level across all types of pile. Pile height of carpets shall not exceed 13mm.

Openings in the floor finish or ground surfaces shall not exceed a 13mm diameter, and where the opening is elongated, the long dimension is to be placed perpendicular to the dominant direction of travel.

### 1.2 Changes in Level

A maximum vertical change in level of 8mm shall be permitted. Changes in level between 8mm and 15mm shall be bevelled with a slope not steeper than 1:3. Changes in level greater than 15mm shall be ramped. (See Item 3.4)

### 1.3 Wheelchair Turning Space

Floor or ground surfaces of a wheelchair turning space shall have a slope of no more than 1:40, and changes in level are not permitted.

The turning space shall be either circular or T-shaped. A circular space shall have a diameter of 1500mm, which is permitted to include knee and toe clearance. (See Figure 1.3a) The option of a T-shaped space shall comprise a 1500mm square with arms and base 900mm wide minimum. Each arm of the T shall be clear of an obstruction 300mm minimum in each direction and the base shall be clear of obstruction 600mm minimum. Such T-shaped space shall be permitted to include knee and toe clearance only at the end of either the base or one arm. (See Figure 1.3b)

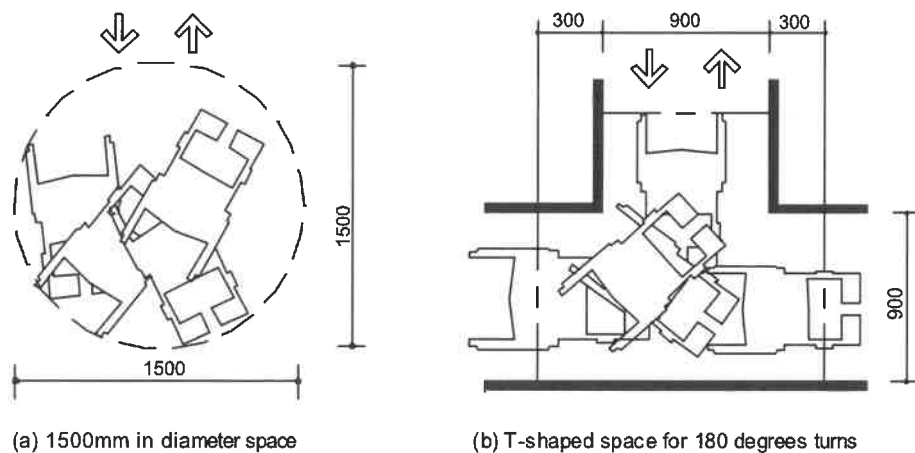


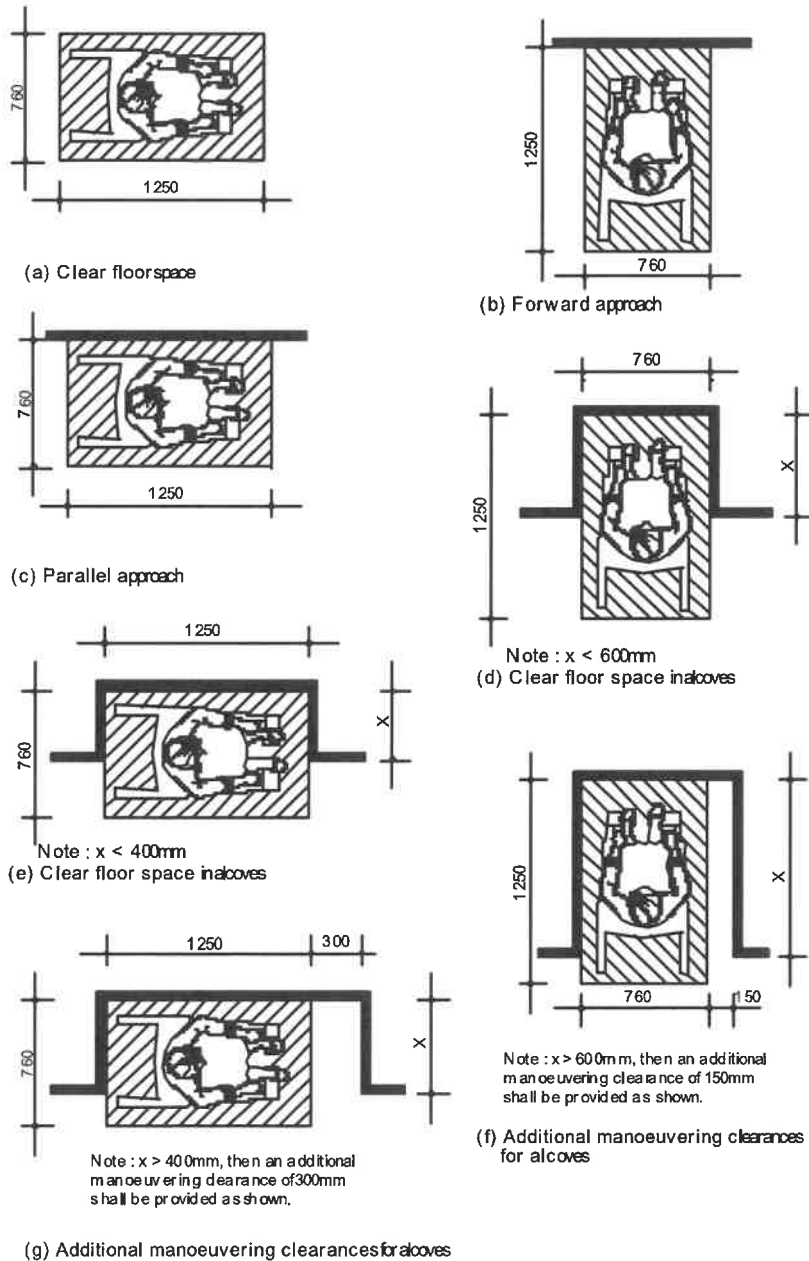
FIGURE 1.3 WHEELCHAIR TURNING SPACE

## 1.4 Clear Floor or Ground Spaces

Clear floor or ground space shall be positioned for either forward or parallel approach to an element. It should measure 760mm x 1250mm minimum, and is permitted to include knee and toe clearances. (See Item 1.5)

The floor or ground of such a space is to be not steeper than 1:40 and shall comply with other stipulations for floor and ground surfaces. (See Item 1.1)

One fully unobstructed side shall adjoin or overlap with an accessible route or adjoin another clear floor or ground space. See Figure 1.4 for manoeuvring clearances where a clear space is located in an alcove, or otherwise obstructed.



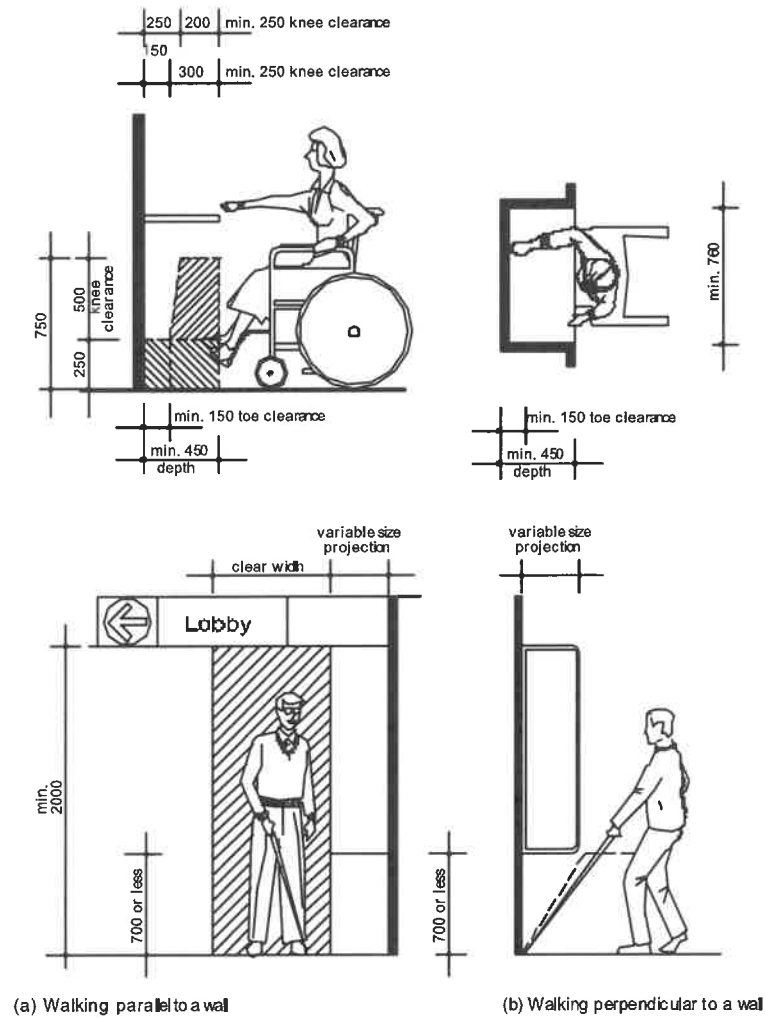
**FIGURE 1.4 MINIMUM CLEAR FLOOR SPACE FOR WHEELCHAIRS**

### 1.5 Toe and Knee Clearance

Toe clearance is considered to be that space under an object 250mm above the floor or ground, shall extend 650mm under an object, with minimum width of 760mm. (See Figure 1.5)

Where toe clearance is required at an element as part of the clear floor space, the clearance shall extend 450mm minimum beneath the element. Space extending more than 150mm beyond the available knee clearance at 250mm above the floor or ground shall not be considered toe clearance.

Knee clearance is that space under an object between 250mm and 750mm above the floor or ground, which has a minimum width of 760mm. Where knee clearance is required as part of clear floor space, the knee clearance shall be 300mm minimum in depth at 250mm above the ground, and 200mm minimum in depth at 750mm above the floor or ground.



**FIGURE 1.5 TOE AND KNEE CLEARANCES**

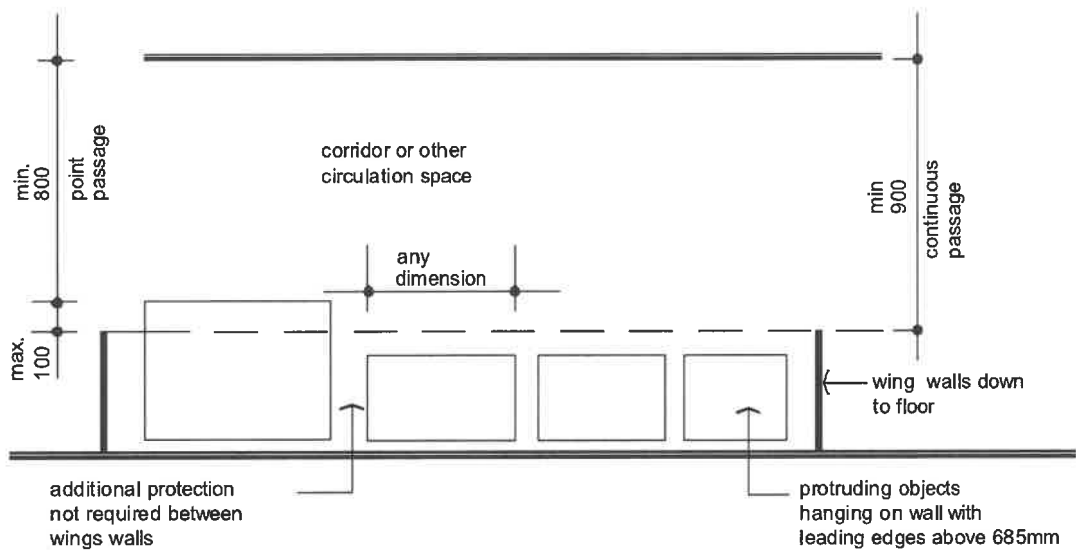
## 1.6 Protruding Objects

Objects with leading edges between 700mm and 2000mm above the floor or ground shall protrude no more than 100mm into the clear width or circulation space including handrails.

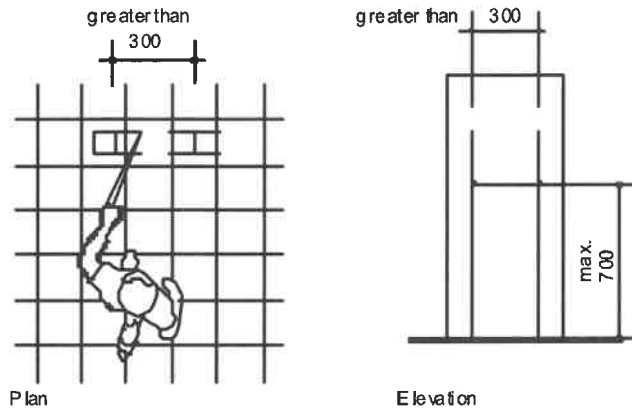
Free-standing objects mounted on posts shall overhang 300mm maximum where located between 700mm and 2000mm above the ground. Where a sign or other feature is mounted between two posts and the clear distance between the posts exceeds 300mm, the lowest edge of the sign shall be between 700mm and 2000mm above the floor or ground.

Guardrails or other detectable barriers shall be provided where the vertical clearance is less than 2000mm high. The leading edge of such guardrail or barrier shall be located 700mm maximum above the floor.

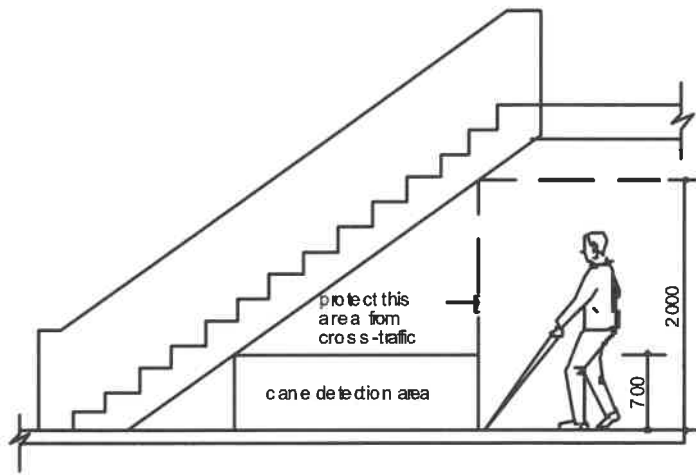
Protruding objects shall not reduce the clear width required for accessible routes. (See Figures 1.6.1, 1.6.2 and 1.6.3)



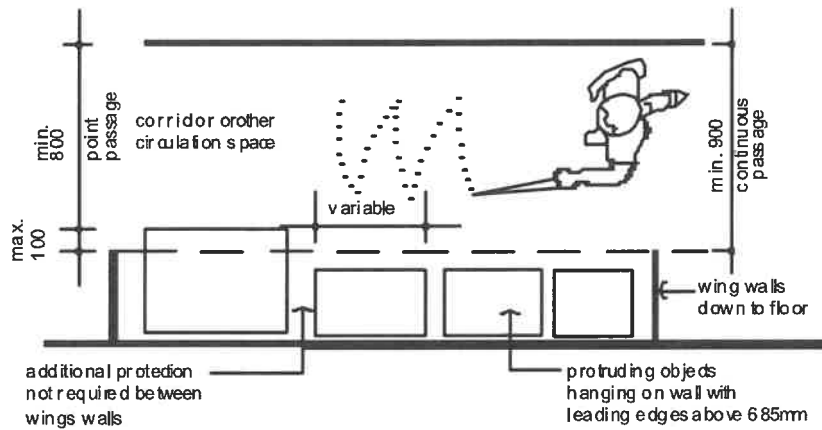
**FIGURE 1.6.1 BASIC PROTRUDING OBJECTS**



(a) Signage on two posts

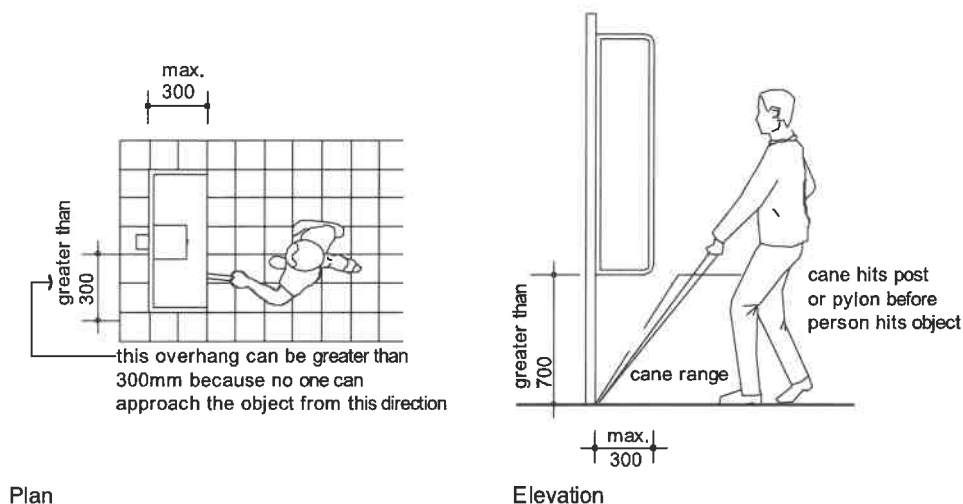


(b) Soffits to staircases



(c) Objects in a passage

**FIGURE 1.6.2 OVERHANGING PROTRUDING OBJECTS ON POSTS**



**FIGURE 1.6.3 OBJECTS MOUNTED ON POSTS OR PYLONS**

## 1.7 Reach Ranges

### a) Forward Reach

**Unobstructed Forward Reach:**

Where a clear floor space allows for only a forward approach to an object, and is unobstructed, the high forward reach shall be maximum 1200mm and the low forward reach shall be minimum 400mm. (See Figure 1.7.1)

**Obstructed High Reach:**

Where a clear floor space allows only for a forward approach to an object, and the high forward reach is over an obstruction, the clear floor space shall extend beneath the object for a distance not less than the required reach depth over the obstruction.

Furthermore, where

High Forward Reach	Reach Depth
1200mm	500mm
1100mm	650mm

### b) Side Reach

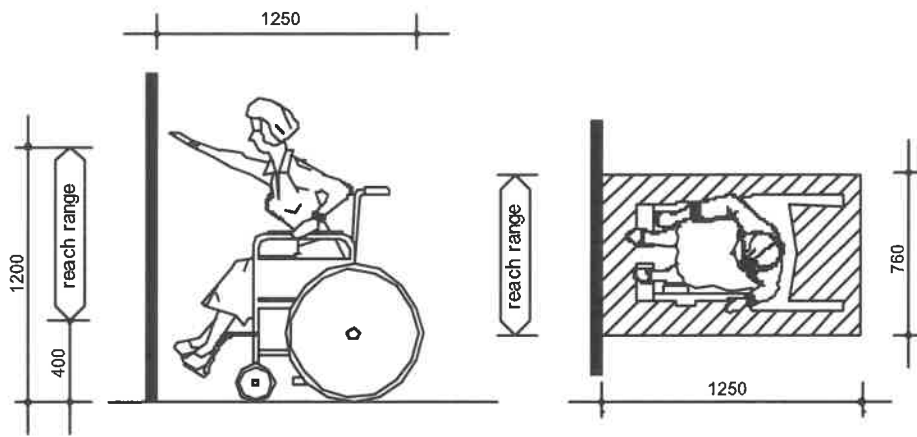
**Unobstructed**

Where a clear floor space allows a parallel approach to an object, and the depth of any obstruction between the clear floor and the object is 250mm maximum, the high side reach shall be 1200mm maximum, and the low side reach shall be 400mm above the ground. (See Figure 1.7.2)

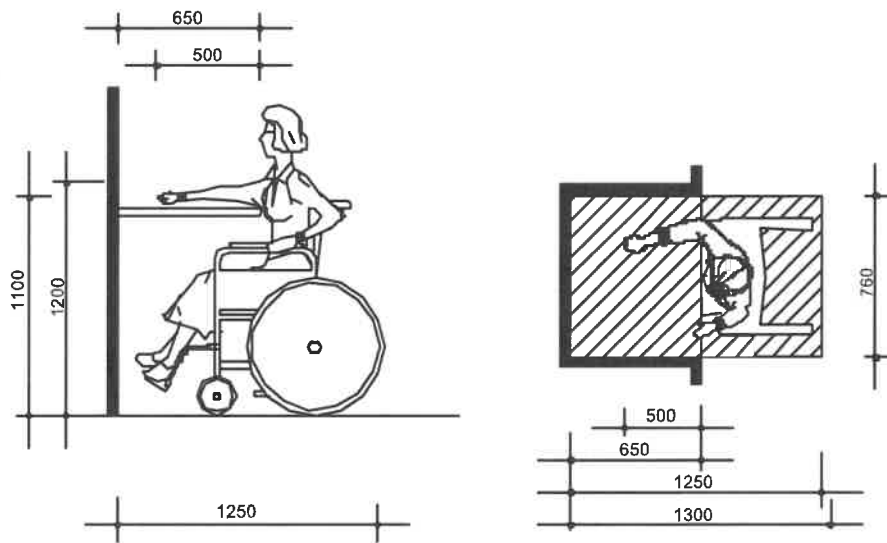
**Obstructed High Reach**

Where a clear floor or ground space allows a parallel approach to an object and the high side reach is over an obstruction, the height of the obstruction shall be 850mm maximum and the depth of the obstruction shall be 600mm maximum, and where:

High Side Reach	Reach Depth
1350mm	250mm
1200mm	500mm



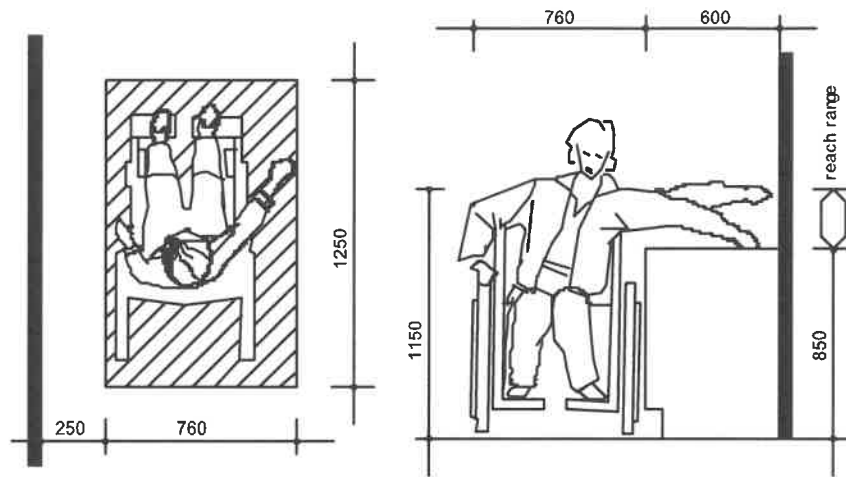
(a) High forward reach limit



(b) Maximum forward reach over an obstruction

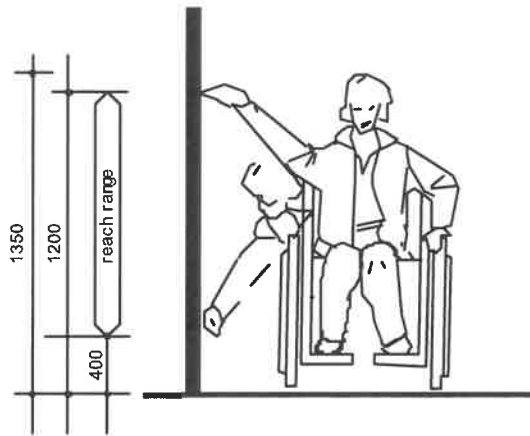
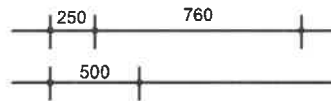
**FIGURE 1.7.1 FORWARD REACH RANGES**





(a) High and low Side reach limit

(b) Maximum side reach over obstruction



(b) High and low Side reach limit

**FIGURE 1.7.2 SIDE REACH RANGES**

## 1.8 Control and Operating Mechanisms

A clear floor or ground space shall be provided in front of the controls or operating mechanism. The height of the mechanisms shall be placed within one or more of the reach ranges noted in Item 1.7, with the exception of special equipment which dictates otherwise, or equipment that is not normally intended for use by the building occupants.

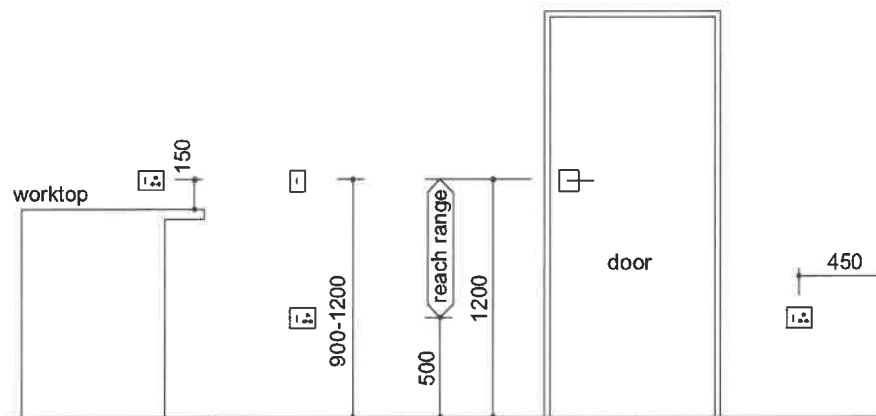
The controls and operating mechanisms shall be operable with one hand, and shall not require tight grasping, pinching, or twisting of the wrist.

Window and door controls (locking and opening) shall be of the lever type, readily accessible less than 1200mm above the finished floor level, operable with one hand, and not obstructed by fittings or appliances.

All light switches shall be horizontally aligned with door handles and other fixtures and fittings (other than socket outlets) between 900mm and 1200mm above the finished floor level. The recommended height is 1000mm. (See Figure 1.8)

Rocker action, toggle or push-pad switches that operate in the vertical plane shall be used. Push buttons and toggle light switches shall project clear of the switch plate and shall have a width of at least 10mm.

General purpose sockets outlets (power points) shall be fixed at least 500mm above the finished floor level, 150mm above work top level and at least 450mm from corners. (See Figure 1.8)



**FIGURE 1.8 HEIGHT FOR SWITCHES AND SOCKETS**

## 2.0 GENERAL SITE AND BUILDING ELEMENTS

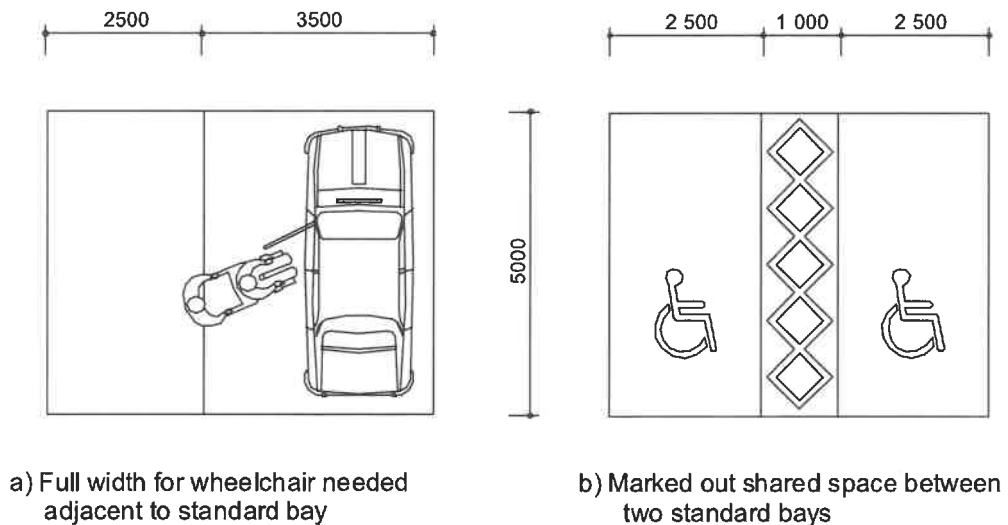
### 2.1 Parking Spaces

Accessible parking spaces serving a particular building shall be located on the shortest accessible route from adjacent parking to an accessible entrance. Not greater than 50 metres from the entrance.

In buildings with multiple entrances with adjacent parking, accessible parking spaces shall be dispersed and located closest to the accessible entrances.

In parking facilities that do not serve a particular building, accessible parking spaces shall be located on the shortest accessible route to an accessible pedestrian entrance of the parking facility. Not greater than 50 metres from the entrance.

Parking bays are to be the standard length and no narrower than 3500mm. Alternatively, a situation can exist where two adjacent bays of the standard width of 2500mm can be separated by an access aisle of 1000mm. Their ground surfaces are to be no steeper than 1:40, with no changes of level. (See Figure 2.1.1)

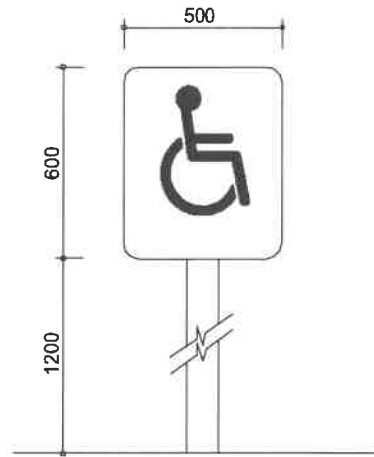


**FIGURE 2.1.1 ACCESSIBLE PARKING BAYS**

The parking spaces are to be identified by signs incorporating the International Symbol of Accessibility, on both the ground surface in yellow road marking paint at least 1000mm in length and width, and a post mounted sign in front of the bay at a minimum height of 1200mm above the ground surface measured to the bottom of the sign. (See Figure 2.1.2)



a) International symbol for accessibility



b) Parking reservation signage for disabled persons

**FIGURE 2.1.2 SIGNAGE FOR ACCESSIBLE BAYS**

The table below indicates the number of accessible parking bays required.  
Accessible Parking Spaces:

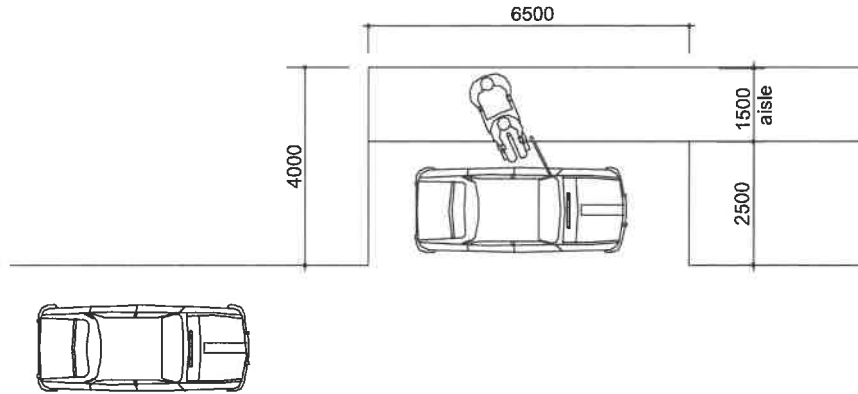
Total Number of Parking Spaces Provided	Minimum Number of Accessible Parking Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 % of total
1001 and over	20 plus 1 for each 100 over 1000

Rehabilitation facilities and outpatient physical therapy facilities require 20% of patient and visitors bays to be accessible.

## 2.2 Passenger Loading Zones

Passenger loading zones shall provide a vehicle pull-up space of 2500mm minimum in width, 6500mm minimum in length and an adjacent access aisle. The access aisle is to be 1500mm wide and run the length of the vehicle pull-up spaces that it serves and be contiguous with a main accessible route into the building or complex.

The ground and floor surface of passenger loading zones (and the access aisles serving them) shall have surface slopes not steeper than 1:40, with no changes in level permitted. Access aisles shall be at the same level as the parking bays they serve.



**FIGURE 2.2 PASSENGER LOADING ZONES**

### **3.0 ACCESSIBLE ROUTES AND ACCESSIBLE MEANS OF EGRESS**

#### **3.1 Accessible Routes**

An accessible route shall consist of one or more of the following: walking surfaces with a slope not steeper than 1:20, no stepped changes in level greater than 15mm, which runs contiguously through doorways, up ramps, elevators, and platform (wheelchair) lifts, from the point arrival to the component of the building or complex to be accessed.

At least one accessible route shall be provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, and public streets or pavements, to the accessible building entrance they serve.

At least one accessible route shall connect accessible buildings, facilities, elements and spaces that are on the same site.

At least one accessible route shall connect each level in multi-storey buildings and facilities, including mezzanines.

Where direct access to a building is provided for pedestrians from an enclosed parking garage, at least one direct entrance from the garage to the building shall be accessible.

At least 50% of public entrances shall be accessible, and at least one accessible entrance shall be a ground floor entrance.

At least one accessible entrance shall be provided to each tenancy in a facility.

If a service entrance is the only entrance to a building or a tenancy in a facility, that entrance shall be accessible.

Accessible entrances shall be identified by the International Symbol of Accessibility, and directional signs indicating the location of the nearest accessible entrance shall be provided at inaccessible entrances.

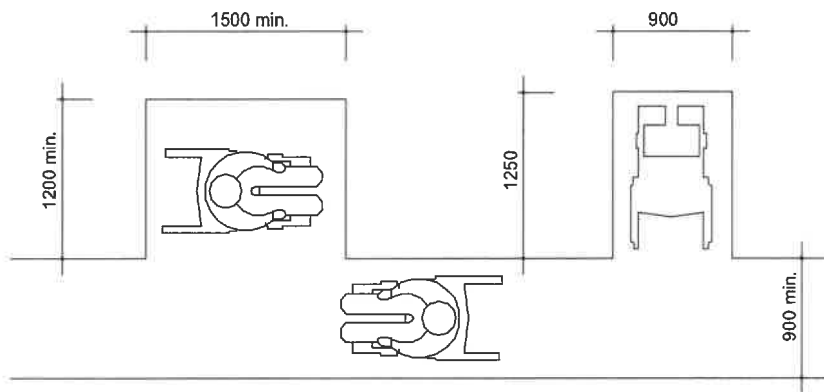
#### **3.2 Walking Surfaces**

Floor or ground surfaces shall comply with Item 1.1. Changes in level shall comply with Item 1.2.

The running slope of walking surfaces shall not be steeper than 1:20, and the cross-slope not steeper than 1:40.

The clear width of walking surfaces shall be a minimum of 900mm. If the clear width is less than 1500mm, an accessible route shall be provided with passing spaces at intervals of 50 metres (maximum) and of plan size 1500mm long by 1200mm wide (minimum), or an intersection of two walking surfaces which provide a T-shaped space as described in Item 1.3. (See Figure 3.2)

Protruding objects as noted in Item 1.6 shall not reduce the required clear width of an accessible route.



**FIGURE 3.2 PASSING POINT ON AN ACCESSIBLE ROUTE**

### 3.3 Doors and Doorways

Each accessible entrance to a building or facility shall have at least one accessible door or doorway.

Within a building or facility, at least one door or doorway serving each accessible room or space shall be accessible.

Revolving doors and turnstiles shall not be part of an accessible route.

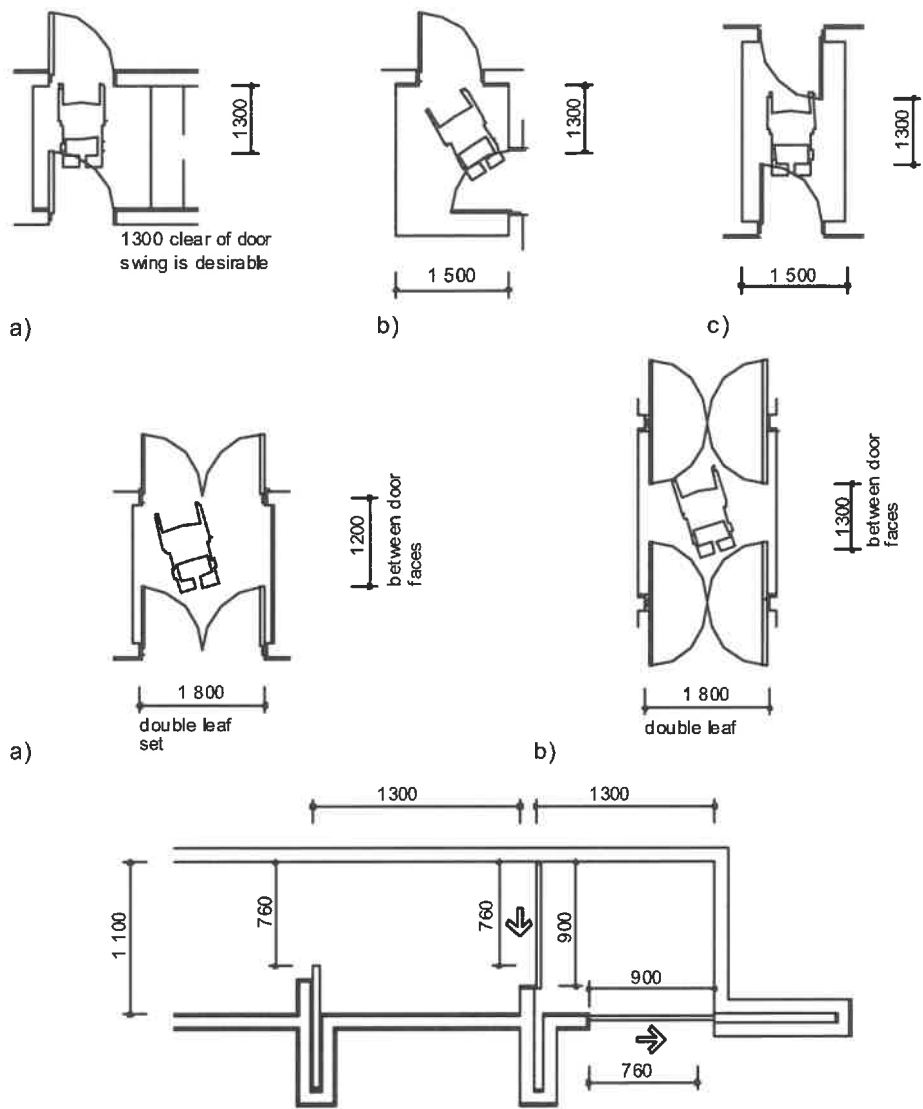
Doors and doorways shall have a clear opening width of 760mm minimum clear width from the most protruding edge of the door to the most protruding edge of the frame on the opposite side, regardless of whether the door is hinged, pivot, sliding and double door type.

Where double leaf doors are provided, at least one of the active leaves of doorways shall comply with the requirements for clear width and manoeuvring clearances. (See Figure 3.3.1)

Openings at doorways deeper than 300mm in front of or on the far side of the door shall provide a clear opening width of 900mm. (See Figure 3.3.2)

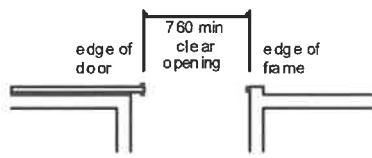
Where a doorway opens into an access route that is restricted in width, the table of relative values in Figure 3.3.2 will apply.

At maneuvering clearances through doorways, lobbies and adjacent routes, a clear space of 1300mm from the full extent of the door swing or combination of door swings should be allowed with single doors and 1200mm clear space should be allowed with double doors.

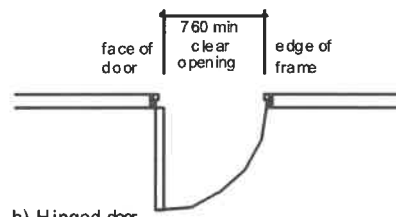


**FIGURE 3.3.1 CLEAR WIDTH OF DOORWAYS**

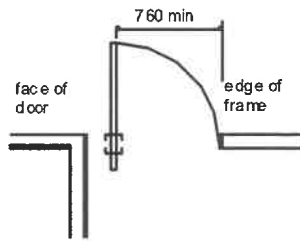




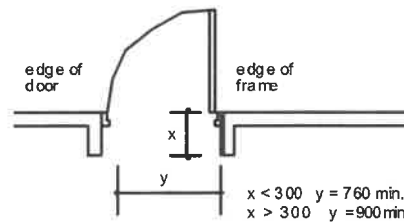
a) Sliding door



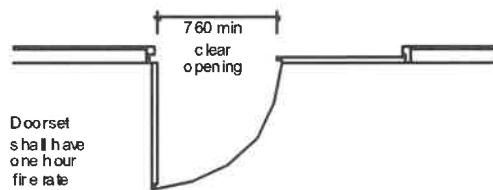
b) Hinged door



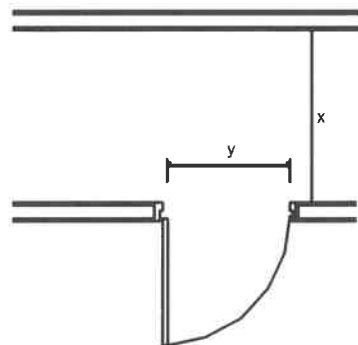
c) Pivot door



d) Hinged door



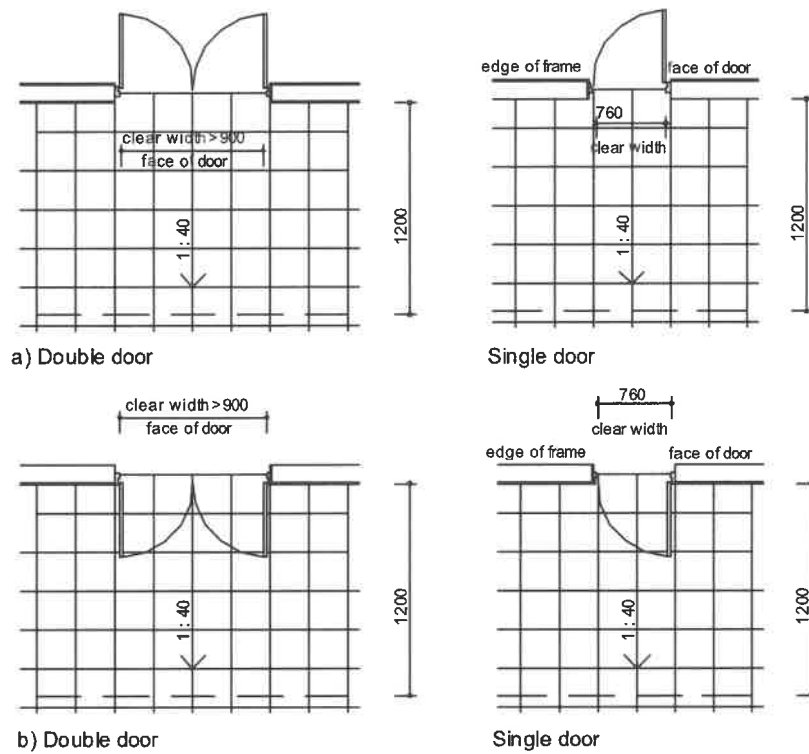
Some double doors will require unequal leaves to ensure 760mmmin. clear opening to one leaf



X mm	Y mm
1 200	750
1 100	850
1 050	900
1 000	950
950	1 000
900	1 050

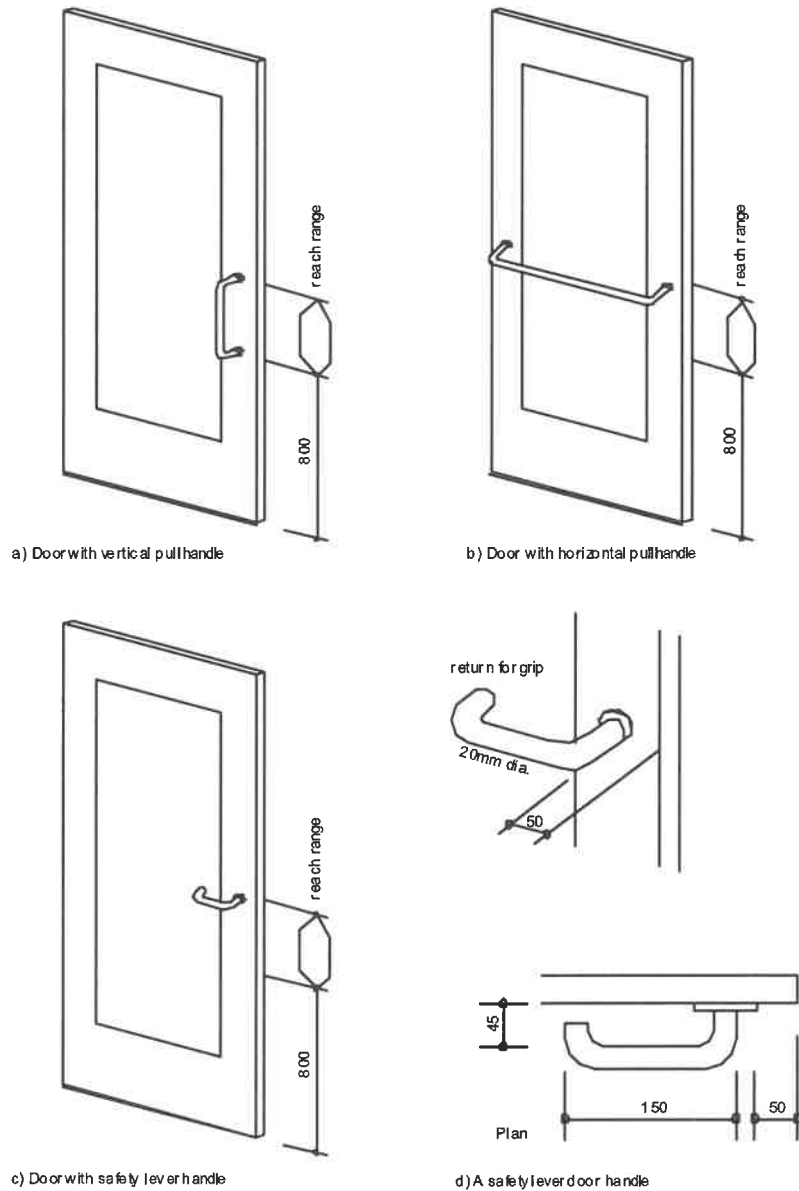
FIGURE 3.3.2 DOOR WIDTHS RELATED TO CLEAR WIDTH OF ADJACENT ROUTE

The external access space in front of door shall not have a gradient greater than 1:40 for 1200mm clear of the full extent of the door swing. (See Figure 3.3.3) Any difference in level of the surface of a floor at the threshold shall be not more than 15mm. (See Item 1.2)



**FIGURE 3.3.3 GRADIENT APPROACHES TO DOORWAYS**

Any handle fitted to a door leaf of any door in an emergency route or in a feeder route or in any compartment containing toilet facilities for use by disabled persons shall be of the lever type at least 150mm long, preferably in a "D" shape. All handles shall be installed at a height of between 800mm and 1200mm above floor level. Where horizontal or vertical pull-bars are used, the bar (or a portion thereof) must be at a height between 800mm and 1200mm. (See Item 1.7 and Figure 3.3.4)

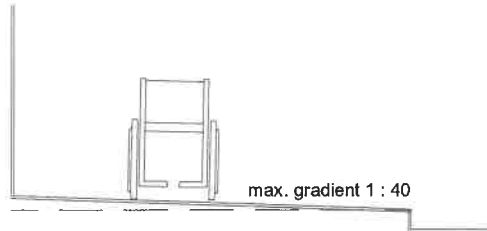


**FIGURE 3.3.4 TYPES OF ACCESSIBLE DOOR HANDLES AND POSITIONS**

### 3.4 Ramps

Walkways and ramps shall have a gradient, measured along the centre-line, not steeper than: 1 : 12 where the difference in level of the ends of the ramp exceeds 400mm; or 1 : 10 where the difference in level of the ends of the ramp is less than 400mm.

The ramp shall have a clear trafficable surface not less than 1100mm wide. The cross-slope of ramp runs shall not be steeper than 1:40. A cross-slope should not be provided unless absolutely necessary and then the cross-fall should always be minimised. (See Figure 3.4.1)

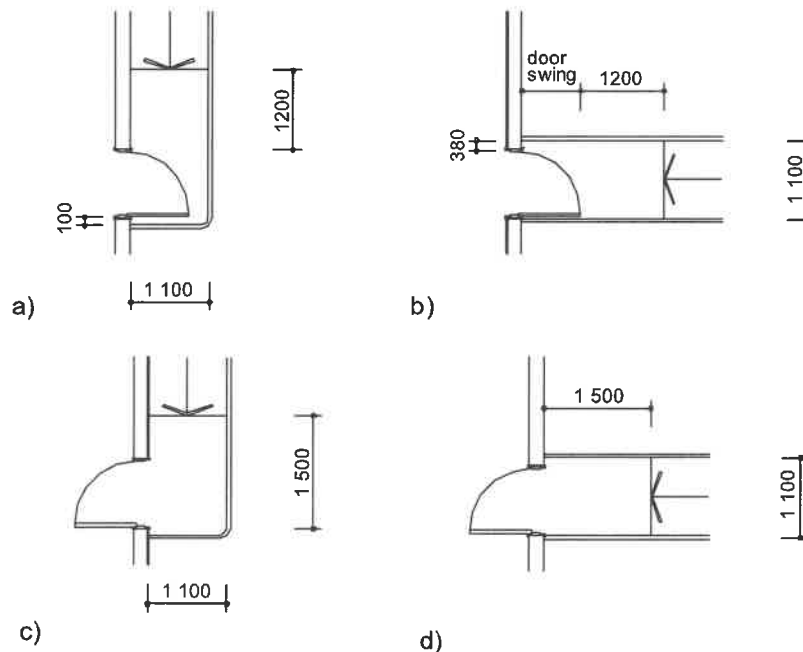


**FIGURE 3.4.1 CAMBER ON WALKWAYS AND RAMP**

The floor or ground surfaces shall be firm, stable and slip-resistant as per item 1.1. Changes in level, other than the ramp run and cross-slope, are not permitted.

Landings shall occur at the top and bottom of each ramp run - at no more than a 1000mm vertical rise - and shall be at least 1200mm in length. The width of the landing shall be at least the same width of the ramp run leading to the landing.

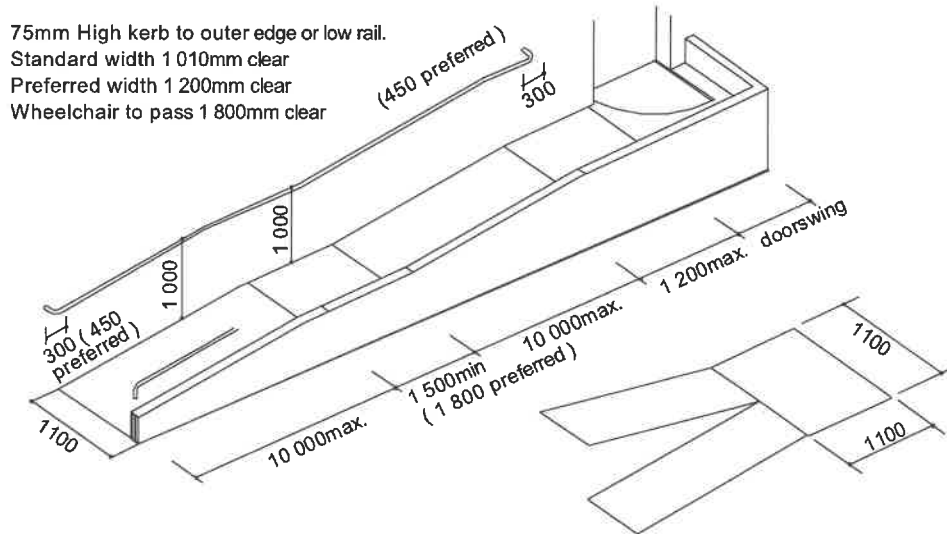
Where doorways are located adjacent to a ramp landing, manoeuvring clearances shall be observed, but may overlap with the required landing area. (See Figure 3.4.2)



**FIGURE 3.4.2 TYPICAL RAMP LAYOUTS**

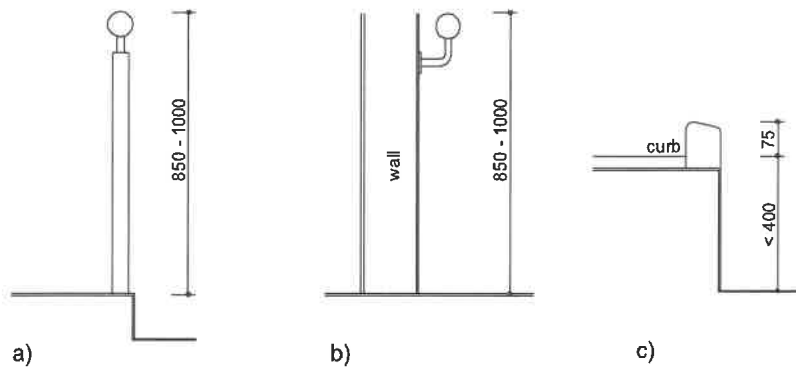
Where the gradient is steeper than 1:15 a handrail shall be provided on both sides of the ramp. If the ramp is wider than 2000mm a central handrail can be substituted.

Ramps that change direction between runs through 90 degrees at landings shall have a 1200x1100mm (minimum) landing. Where a ramp changes direction through 180 degrees, the landing at the switchback shall be at least 1200mm wide. (See Figure 3.4.3)



**FIGURE 3.4.3 MANOEUVERING CLEARANCES AT LANDINGS**

Where the difference in level between a ramp and any floor or ground level at the side of the ramp exceeds 400mm, balustrades shall be provided. Where the difference in level is less than 400mm a raised kerb of not less than 75mm high shall be provided, measured vertically from the surface of the ramp. (See Figure 3.4.4)



**FIGURE 3.4.4 HANDRAIL AND KERBS TO THE SIDE OF RAMPS**

Where only a handrail is used for edge protection and no raised kerb is provided, the handrail shall have a horizontal rail set at a height no greater than 300mm from the surface of the ramp.

Outdoor ramps and outdoor approaches to ramps shall be designed so that water does not accumulate on walking surfaces.

### 3.5 Kerb Ramps

Kerb ramps or cuts shall be provided at all steps in level at roadsides pavements or walkways.

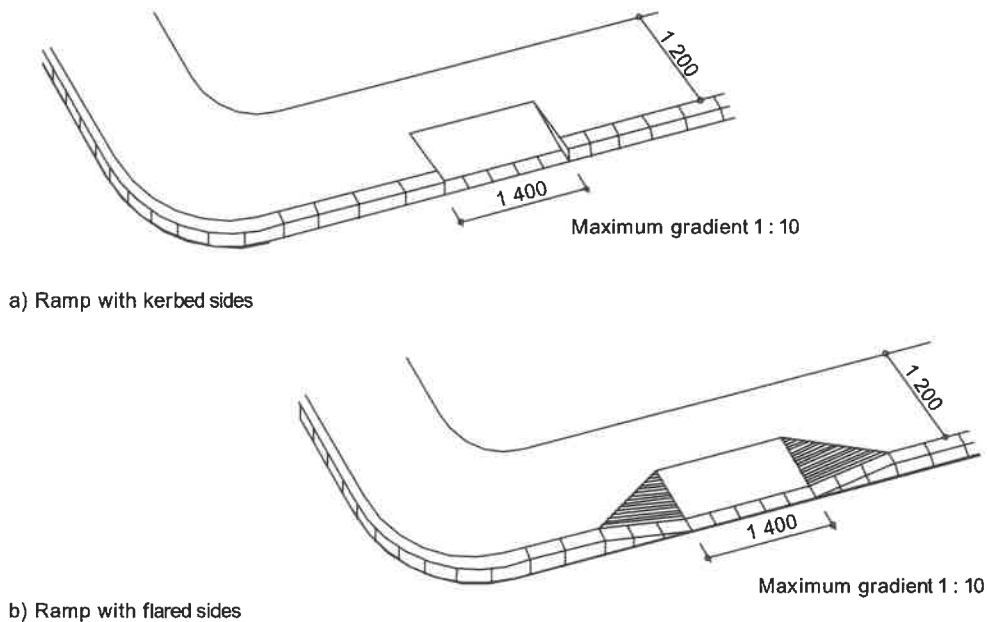
Kerb ramps with returned kerb shall be permitted where pedestrians would not normally walk across the ramp, no handrails or kerbs are required at these returns.

Kerb ramps shall be in line with the intended direction of travel, but kerb ramps are not to be provided on the 45° diagonal of a roadway intersection. (See Figure 3.5)

Kerb ramps located where pedestrians must walk across the ramp shall have flared sides, which are not to be steeper than 1:10. Where the width of the walking surface at the top of the ramp is less than 1200mm, the flared sides shall be not steeper than 1:12.

The counter slopes of adjoining gutters and road surfaces immediately adjacent to a kerb ramp shall not be steeper than 1:20. The adjacent surfaces at transitions of kerb ramps to walkways, gutters and streets shall be at the same level. (See Item 1.1, 1.4 and 3.2)

Visible and/or audible and/or tactile warnings shall be used in conjunction with kerb ramps where it enters the line of vehicular traffic or cycle ways. (See Item 5.5)



**FIGURE 3.5 DIFFERENT CONFIGURATIONS OF KERB RAMPS**

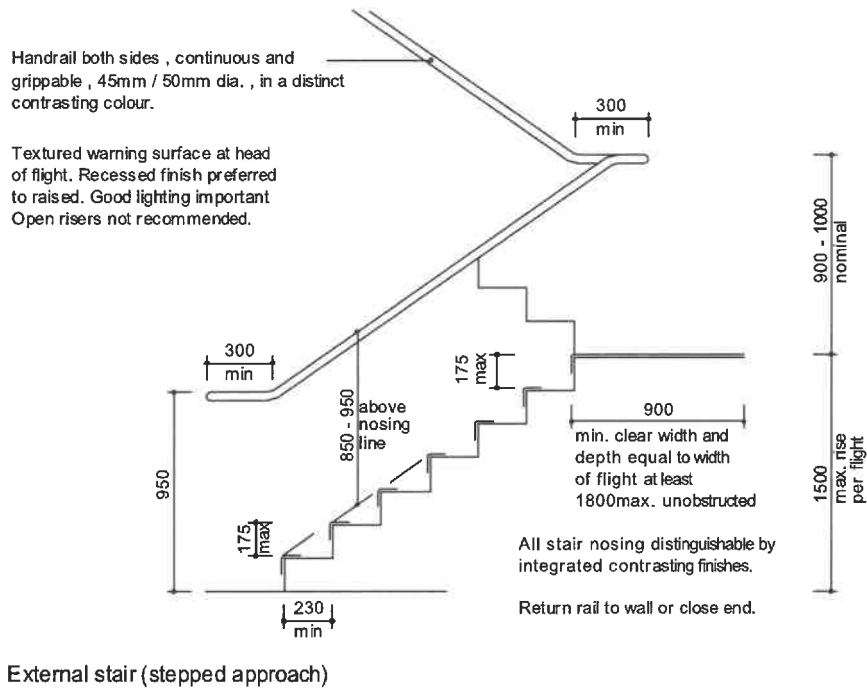
### 3.6 Stairways

Interior and exterior stairs that are part of a means of egress that will not be regarded as an accessible route but may be used by persons with limited mobility impairments or persons who have visual impairment shall comply with the following:

Risers and treads of uniform heights and depths respectively and risers shall be between 100mm and 175mm in height, while treads shall be 230mm minimum in depth, from riser to riser. (See Figure 3.6) Open risers are not permitted. Treads are to be stable, firm and slip-resistant. (See Item 1.1) The radius at the leading edge of the tread shall be not greater than 10mm.

Outdoor stairs and outdoor approaches to stairs shall be so designed so that water will not accumulate on walking surfaces.

Refer to Item 3.7 for handrail specifications.



**FIGURE 3.6 STAIRCASES**

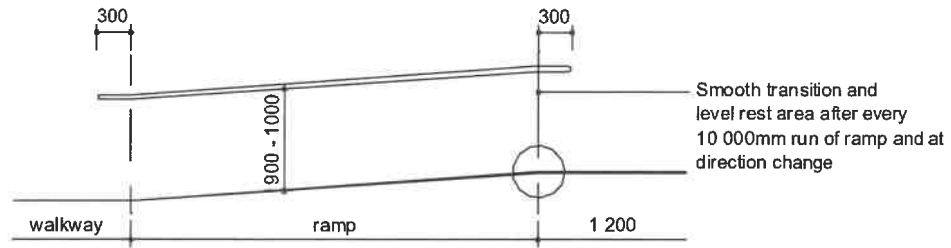
### 3.7 Handrails

Handrails are to be provided on both sides of stairs and ramps (subject to Item 3.4), and are to be continuous along the full length of each flight or ramp run. The top of the gripping surface shall be at a height between 850-950mm, vertically above stair nosings or 850-1000mm above ramp surfaces and 900-1000mm above stair landings. This height shall remain consistent along the length of the stair / ramp.

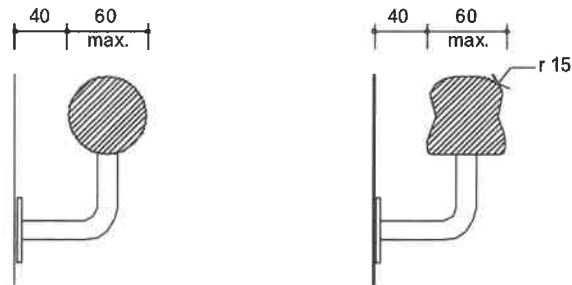
Handrails shall have circular cross-section with an outside diameter between 40-60mm. If the cross-section is not circular, it shall have a perimeter dimension between 100- 150mm and a horizontal cross-section dimension of 40-60mm in the top 40 % of the cross section of the rail.

The gripping surface of handrails shall be continuous, without interruption - the exception being handrail brackets or balusters attached to the bottom surface of the handrail. The surface of the handrail and wall or any other surface adjacent to them shall be free of any sharp or abrasive elements, and the handrail shall be fixed firmly and not rotate within its supports or brackets. (See Figure 3.7)

Handrails shall extend beyond the first and last stair risers on each flight and start end and landing lines of ramp runs, except on the inside turn of switchback or dogleg staircase and ramps. Top and bottom extensions of a ramp or staircase are to be 300mm minimum at a height between 900 and 1000mm on staircases and 850 to 1000mm on ramps. The handrail shall return to the wall, guard or the walking surface or shall be continuous to the handrail of an adjacent ramp run.



a) Elevation of handrail



b) Typical profiles of handrail

**FIGURE 3.7 DIMENSIONS AND PROFILES OF TYPICAL HANDRAILS**

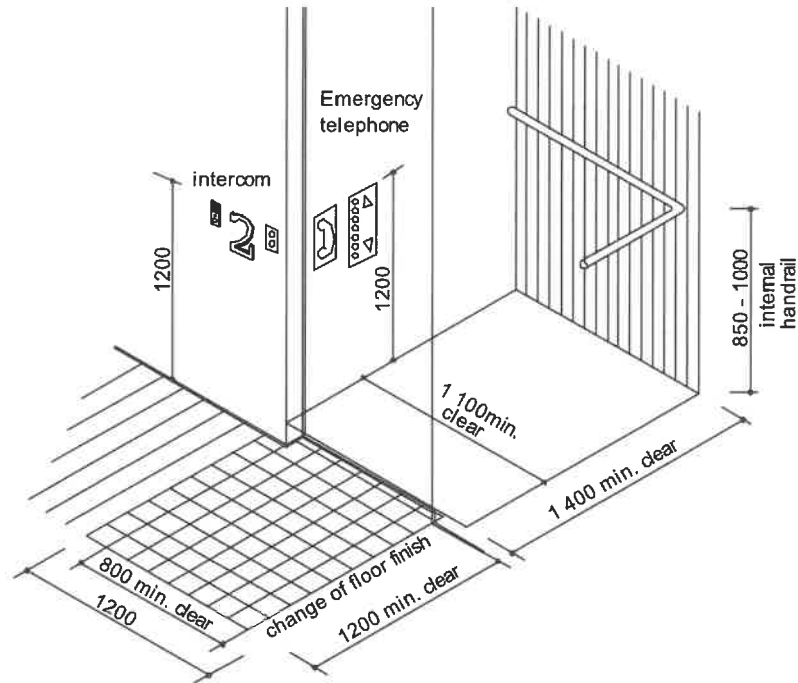
### 3.8 Elevators

Where a passenger lift installation is provided there shall be not less than one lift that shall have a minimum internal dimension of 1100mm in width and 1400mm in depth. The lift shall have a doorway with an unobstructed width of not less than 800mm and it shall be fitted with handrails on two sides at a height of between 850mm to 1000mm above the finished floor of the lift. (See Figure 3.8)

Where such a lift is operated automatically and it is recommended that it is such, audible and visual warnings shall be provided in the lift lobby and in the car itself to indicate the movements of the elevator. Lifts shall meet all the requirements of Item 1.1, 1.4, 1.5 and 1.7 and designed to be operated by the wheelchair user without assistance. Clear space in terms of Item 1.4 must be provided at the entrance and egress to the lift and must be directly linked to an accessible route.

Call buttons should be at least 20mm in smallest dimension. All controls shall have raised tactile characters or Braille numbering. Tactile character should be raised by 5mm and stand 15mm high, but no greater than 50mm in height or grade two Braille shall be used for call buttons. At existing lift installations plates applied to the immediate left of the control buttons are an acceptable alternative.





**FIGURE 3.8 MINIMUM LIFT DIMENSIONS**

Any control to be operated by a passenger in such an elevator shall be positioned not higher than 1200mm above the floor finish of such an elevator. Emergency buttons should be grouped at the bottom of the control panel and be located no higher than 900mm above the floor finish of such an elevator.

Every accessible elevator installation shall be fitted with an emergency intercom system located below 1000mm in height from the floor surface, with tactile or Braille control buttons.

All controls and the intercom system shall be located to comply with Item 1.4.

The light level on the control panel in such a lift shall be not less than 50 lux.

### **3.9 Wheelchair or Platform Lifts**

Wheelchair or platform lifts shall be permitted to provide an accessible route to any low occupancy areas including places of assembly, where the estimated occupancy is less than 50.

Wheelchair lifts shall meet all the requirements of Item 1.1, 1.4, 1.5 and 1.7 and designed to be operated by the wheelchair user without assistance. Clear space in terms of Item 1.4 must be provided at the entrance and egress to the lift and must be directly linked to an accessible route.

### **3.10 Accessible Means of Emergency Egress**

All accessible spaces shall be provided with not less than one additional means of egress, besides the accessible route used to originally access the space. By implication each accessible portion of a building or complex shall be served by not less than two accessible means of egress.

Each accessible means of egress shall be continuous and shall consist of one or more of the following components: accessible routes and or smoke free exit stairways with areas of refuge. In addition a place of refuge shall be provided on all accessible means of egress at not greater than 50 metre intervals measured horizontally and 5 metre intervals measured vertically.

Exit stairways to be considered part of an accessible means of egress shall be smoke free zones and conform to Item 3.6. Furthermore they shall have a clear width of 1100mm minimum between handrails, and shall either incorporate an area of refuge within an enlarged floor-level landing, or be directly accessed from an area of refuge complying with 3.11.

### **3.11 Areas of Refuge**

Areas of refuge are not required in buildings or facilities that are protected throughout by a supervised automatic sprinkler system.

Each area of refuge shall be accessed from the space it serves by an accessible route that serves as an accessible means of egress. The maximum travel distance to an area of refuge shall not exceed the travel distance permitted to a fire escape route for the specific occupancy as required by the National Building Regulations.

Every area of refuge shall have direct access to horizontal accessible means of egress or smoke free exit stairway complying with Item 3.10.

Each area of refuge shall be sized to accommodate one wheelchair space for every 50 occupants or portion thereof, based on the occupant load of the area to be served by this means of egress. Such wheelchair spaces shall not overlap the required means of egress width.

Access to any required wheelchair space shall not be through more than one adjoining wheelchair space.

An area of refuge shall have a smoke and fire resistance of one hour, and shall comply with the National Building Regulations in terms of the requirements for emergency routes and feeder routes. Where an elevator lobby is used as an area of refuge, it shall also meet these requirements.

Areas of refuge shall be equipped with an accessible two-way communication system between the area of refuge and a central control point, the communication system shall have both audible and visible signals located below 1000mm in height from the floor surface, with tactile or Braille control buttons. In each area of refuge, instructions on the use of the area under emergency conditions shall be posted adjacent to the communications system, and shall include:

3.11.1 Directions to other means of egress.

3.11.2 Advice that persons able to use the exit stairs do so as soon as possible unless they are assisting others.

3.11.3 Information on planned availability of assistance in the use of the stairs for those persons who require assistance or the supervised operation of elevators and how to summon such assistance.

3.11.4. Directions for use of emergency communications system.

Each area of refuge shall be identified by a tactile sign stating Area of Refuge and including the International Symbol of Accessibility. (See Item 5.1) A sign shall be located at each door providing access to the area of refuge, the sign shall be illuminated as required for exit signs where exit sign illumination is required.

## PLUMBING ELEMENTS AND FACILITIES

### 4.0 Water Closets and Toilet Compartments

Where toilet facilities are accessible to wheelchair users, at least one toilet compartment in each bank of same-sex toilets shall be accessible.

The preferred facility is a separate unisex WC facility, incorporating a water closet and a wash-hand basin. The dimensions of this WC compartment are critical. The size of a cubicle shall be at least 1700mm x 1600mm, with a door that shall open outwards or a sliding door. An inward-opening door can be provided where there is a 1200mm internal diameter clear of all fittings, fixtures and the line of the door swing. The door shall be openable from the outside in case of an emergency.

Refer to Figures 4.1.1 to 4.1.3 illustrating the variations between external cisterns, under-wall cisterns and flush-valve types of WC's.

For manoeuvring clearances through lobbies and doors into a WC compartment refer to Item 3.3.

There shall be free width to one side of the WC of at least 800mm to facilitate lateral transfer from a wheelchair to the WC. The rim of the WC bowl shall be a minimum of 480mm above the floor level, with the seat approximately 500mm to facilitate the transfer from a wheelchair. The seat lid is to be removed.

A hand-wash basin shall be provided in a position where a person seated on the WC can use it. (See Item 4.4)

The toilet paper holder shall be located as indicated on the sidewall closest to WC seat, in an easily accessible position that does not interfere with the use of the grab rails.

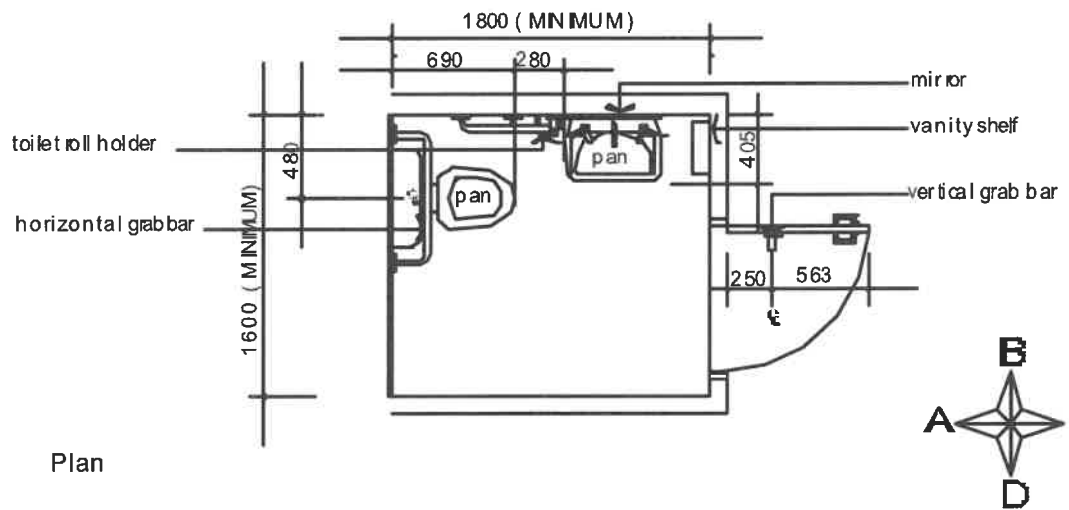
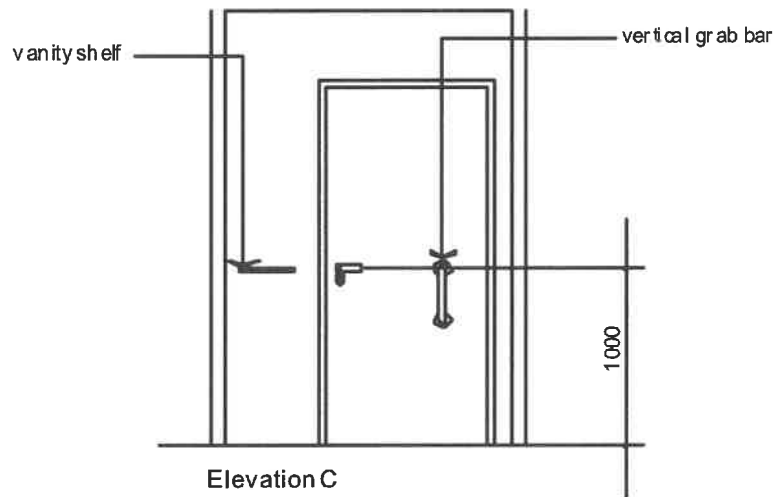
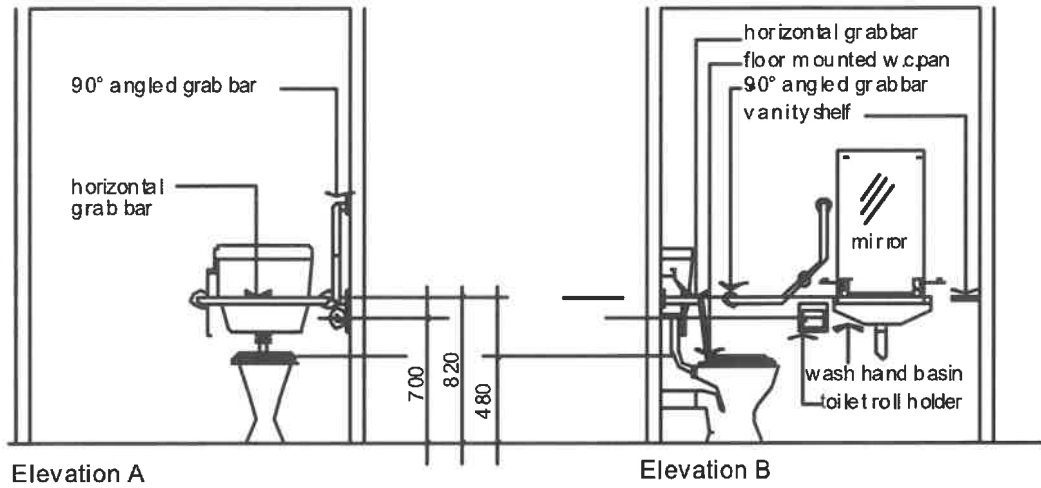
A fixed mirror shall be provided with its lower edge not higher than 900mm above floor level.

Hand-drying facilities, a disposal bin, incinerator and any other facilities provided shall be accessible to a wheelchair user.

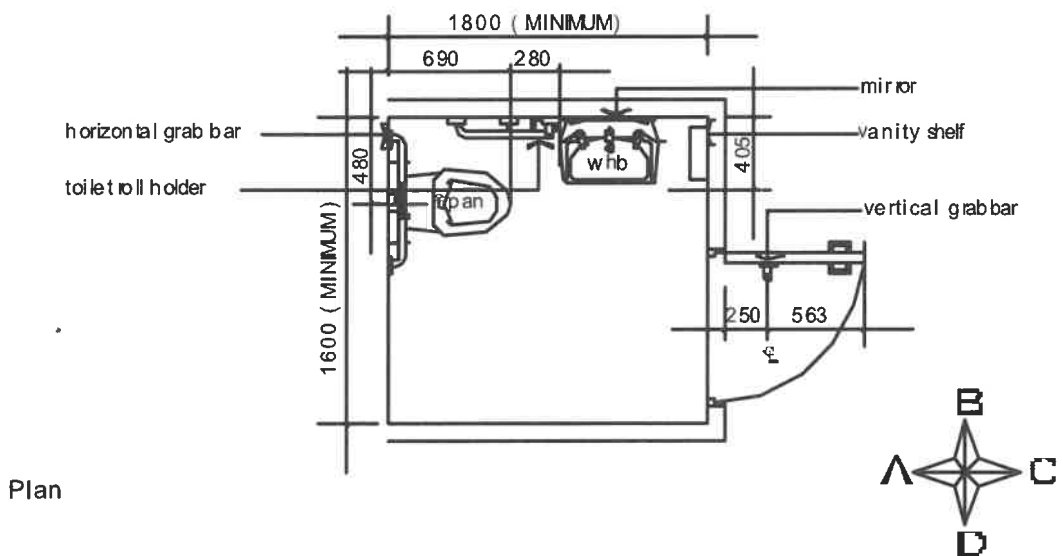
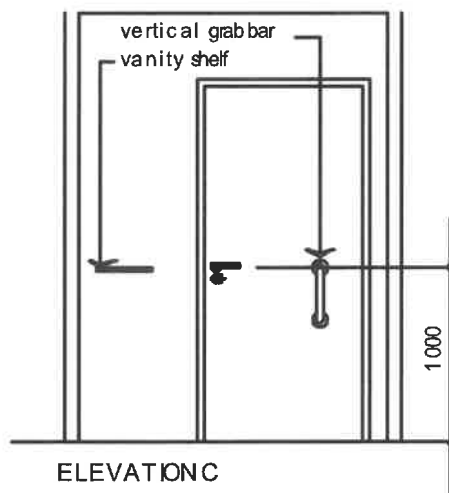
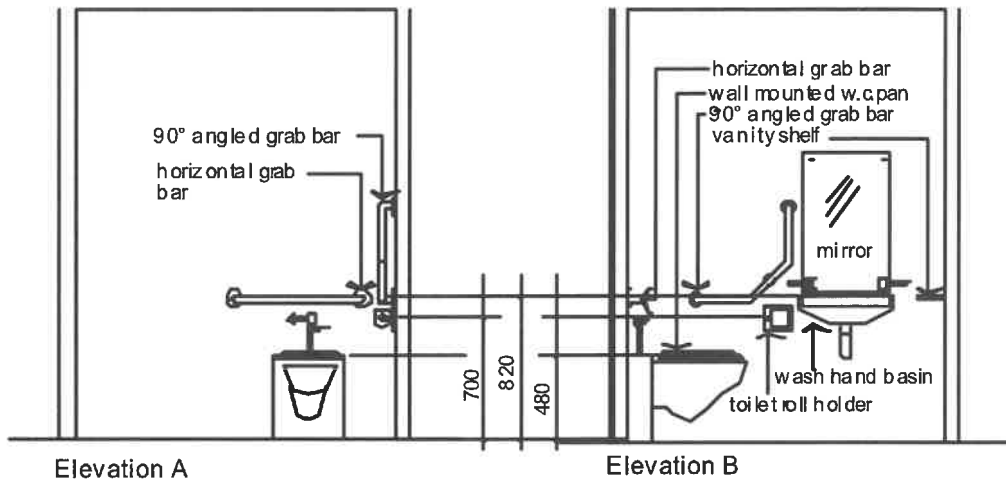
A 200mm lever extension to the flush handle is to be fitted to both under wall cistern, external cistern and flush-valve type WC's. Such extensions are to be located away from the sidewall. Where push-pad controls are used as an alternative to the lever flush handle, these are to be larger than a 100mm diameter.

Taps and water-mixing controls intended for use by disabled people shall be of the lever type, with a lever at least 100mm long. All hot water taps shall be located on the left-hand side of the basin and marked with a raised tactile dot.

Grab rails are to be provided as shown on Figures 4.1.1 to 4.1.3. and detailed in Figure 4.2, also see Item 4.2.



**FIGURE 4.1.1 ACCESSIBLE TOILET WITH FLOOR MOUNTED PAN AND CISTERN**



**FIGURE 4.1.2 ACCESSIBLE TOILET WITH WALL HUNG PAN AND FLUSHVALVE**

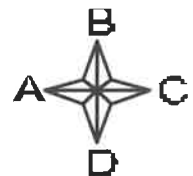
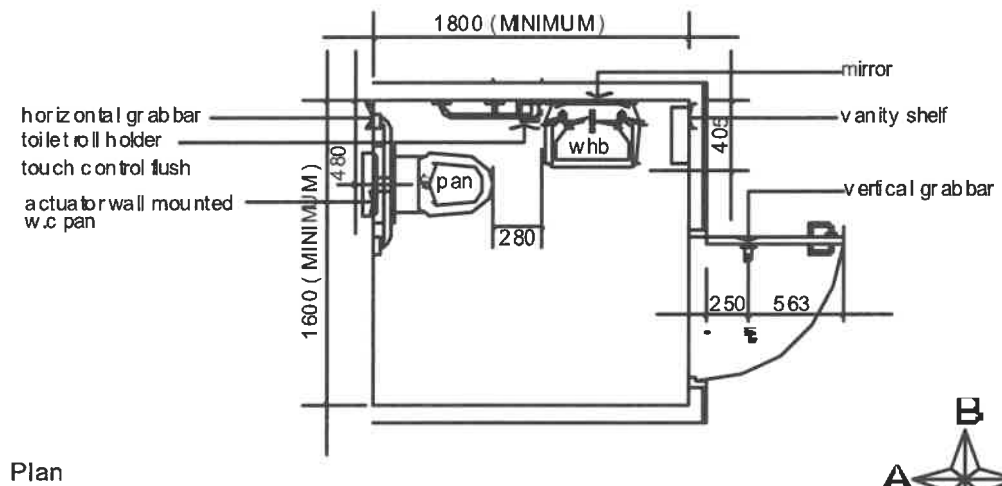
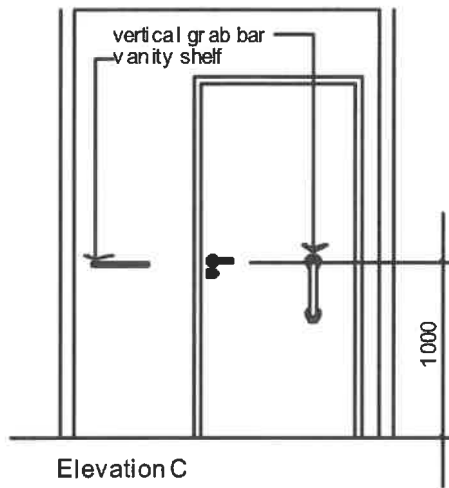
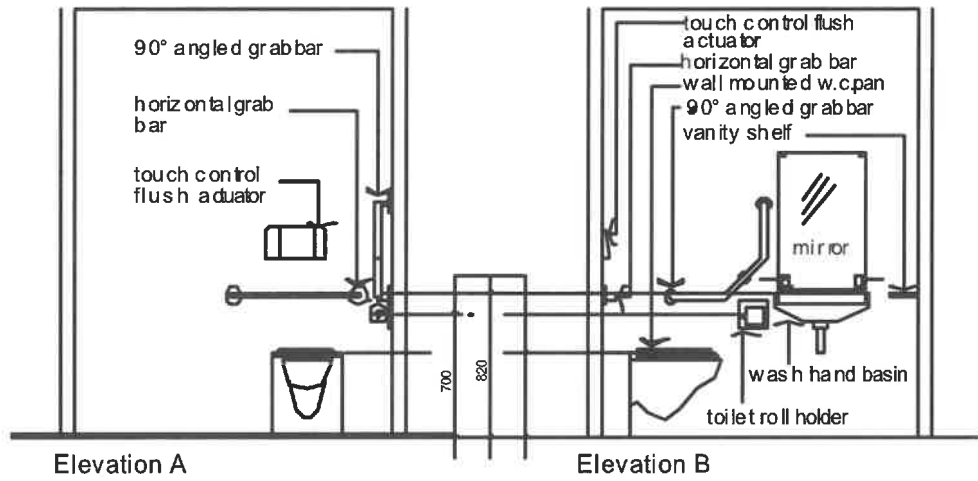
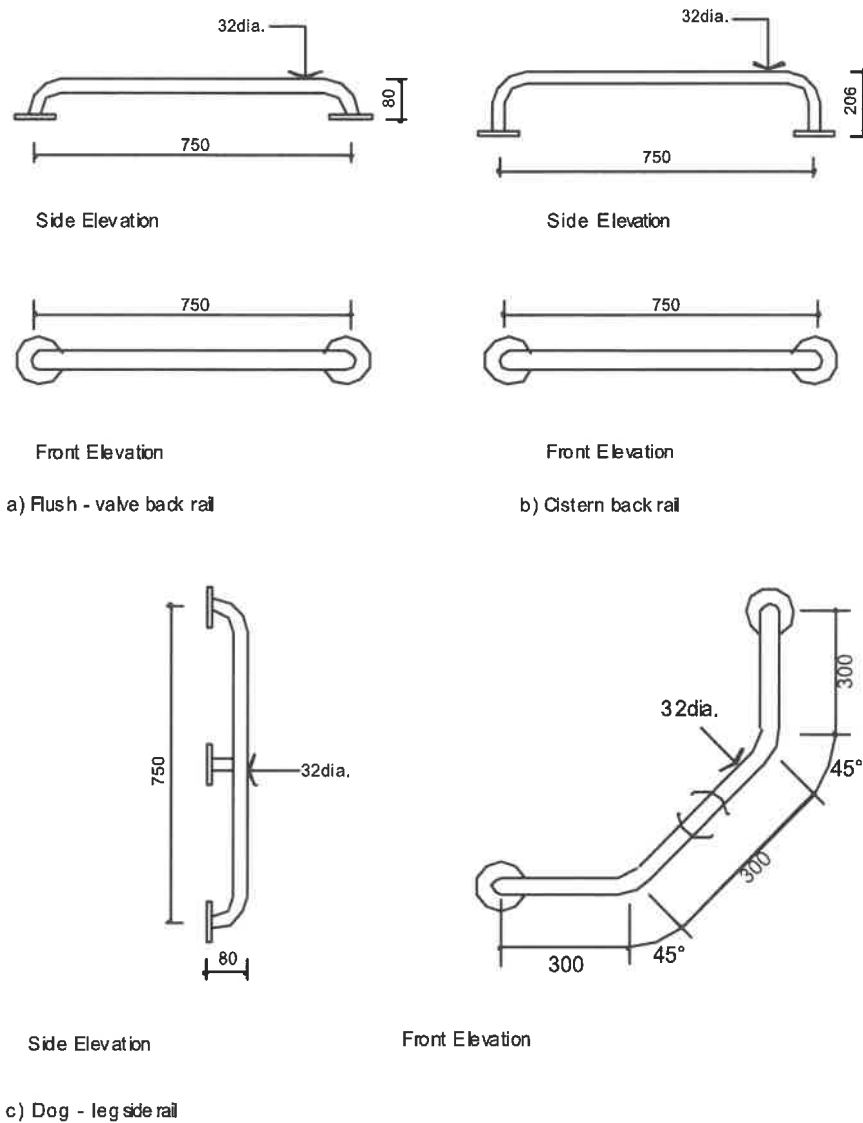


FIGURE 4.1.3 ACCESSIBLE TOILET WITH WALL HUNG PAN AND UNDERWALL CISTERN

## 4.2 Grab Bars

All grab bars shall be constructed of stainless steel or other suitable non-corrosive metal tube with an outside diameter of 32mm, with a suitable brushed, polished or epoxy powder coated finish that can be easily cleaned. The correct back grab bar must be selected for external cisterns, flush-valve systems or under wall cisterns. The back and side grab-rail may be an integral unit. The cranked grab bar must be installed in the correct orientation as shown on the respective elevation.

Grab bars shall be fixed to the wall such that they can support a vertical force of 1 Kilo Newton at any point on the grab bar.



**FIGURE 4.2 STANDARD GRAB BAR DETAILS**

## 4.3 Urinals

Urinals shall be stall-type or wall-hung type with the rim 400mm maximum above the floor. Clear floor or ground space shall be provided for forward approach. (See Item 1.4) Flush controls shall be hand operated or automatic. (See Item 1.8)



#### **4.4 Wash-hand Basins, Vanities and Sinks**

Where sinks are to be provided, at least 5%, but not less than one, provided in accessible spaces, shall be accessible. Sinks shall be mounted with the front of the higher rim or counter surface 850mm maximum above the ground or floor space.

A clear floor space, positioned for forward approach shall be provided. (See Item 1.4) Knee and toe clearances apply. (See Item 1.5)

Taps shall be of the lever type, with the lever arm at least 100mm in length and shall be operable with one hand and comply with Items 1.8 and 4.1.

The sink bowl shall be 165mm deep maximum. Multiple sinks shall have at least one compartment complying with this stipulation.

Hot water supply and drain pipes under sinks shall be insulated, clad or otherwise configured to protect against direct contact. There shall be no sharp or abrasive surfaces on or under sinks.

#### **4.5 Seats**

The depth of a removable in-tub seat shall be between 350mm and 400mm. The seat shall be capable of secure placement. The depth of a permanent seat at the head end of the bath tub shall be 350mm minimum. The top of bathtub seats shall be at 480mm above the bathroom floor.

Where a seat is provided in a roll-in shower compartment, it shall be a folding type and shall be mounted on the wall adjacent to the controls. Seats shall be rectangular or L-shaped, and the top edge of the seat shall be fixed at a height of 480mm to 500mm above the bathroom floor. The seat shall be located to facilitate the transfer from a wheelchair directly adjacent to the seat.

The rear edge of a rectangular seat shall be 50mm maximum from the wall, and the front edge between 350mm and 400mm from the seat wall. The side edge of the seat shall be 50mm maximum from the back and the adjacent side wall. L-shaped seats shall comply with the specifications of a rectangular shaped seat.

The structural strength of the seat shall be such that the allowable stresses shall not be exceeded for materials used when a vertical or horizontal force of 1 Kilo Newton is applied at any point on the seat, fastener mounting device or supporting structure.

#### **4.6 Shower Compartments**

Roll-in shower compartments are the preferred first option to provide a fully accessible ablution facility to address the needs of the broadest range of users. A shower compartment should always be provided before a bathroom in public facilities.

The door to the bathroom can slide or open outwards. Should the door open inwards, there should be a clear space of a 1200mm diameter within the compartment that is free of fixtures, fittings and clear of the door swing.

The configuration of the shower should include a wash-hand basin and WC, with a roll-in shower comprising of a fold down seat, which allows for lateral transfers. (See Figure 4.6)

All taps and mixer controls shall be of a lever type located on the sidewall adjacent to the seat. The shower shall be fitted with a hand shower attachment (not a fixed rose) with a sliding or fixed peg points. Where fixed peg points are provided at least two pegs at a high and low point should be provided.

A straight grab bar should be located to the side of the seat and cranked grab bar to the adjacent sidewall. For positions and dimensions, see Figures 4.2 and 4.6.

Wash-hand basins and vanity basins should always be located within reach of the WC and

comply with Item 4.4.

WC's should be located within the bathroom to permit side access with sufficient free side space, fitted with grab bars and other fittings to comply with Item 4.1

#### **4.7 Bathrooms**

Bathrooms should only provided in addition to shower compartments or in combination with roll-in showers.

Inside the bathroom the layout shall allow for a lateral transfer to the bath and the WC. The preferred configuration within a bathroom is a roll-in shower and bath, with wash-hand and WC.

The door to the bathroom can slide or open outwards. Should the door open inwards, there should be a clear space of a 1200mm diameter within the compartment that is free of fixtures, fittings and clear of the door swing.

Baths shall have the rim at 500mm above the floor level, with a 350mm wide seat at the one end, which allows a lateral transfer. (See Item 4.5) Sufficient clear space should be allocated to permit this transfer to take place from a wheelchair located adjacent to the bath. All taps and mixer controls shall be of a lever type located midway on the side of the bath to facilitate access. Baths should be fitted with a hand shower attachment in addition. A "T" Grab bars shall be provided to the side of the bath. (See Figures 4.2 and 4.7)

Wash-hand basins and vanity basins should always be located within reach of the WC and comply with Item 4.4.

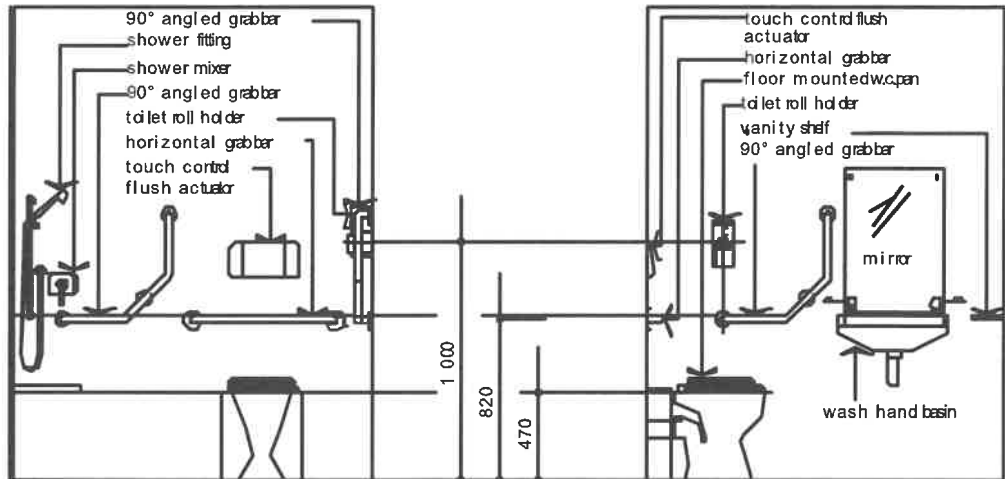
WC's should be located within the bathroom to permit side access with sufficient free side space, fitted with grab bars and other fittings to comply with Item 4.1

#### **4.8 Laundry Equipment**

Where washing machines and clothes dryers are required to be accessible, a clear floor or ground space complying with Item 1.4 shall be positioned for parallel approach. The clear floor or ground space shall be centred on the appliance.

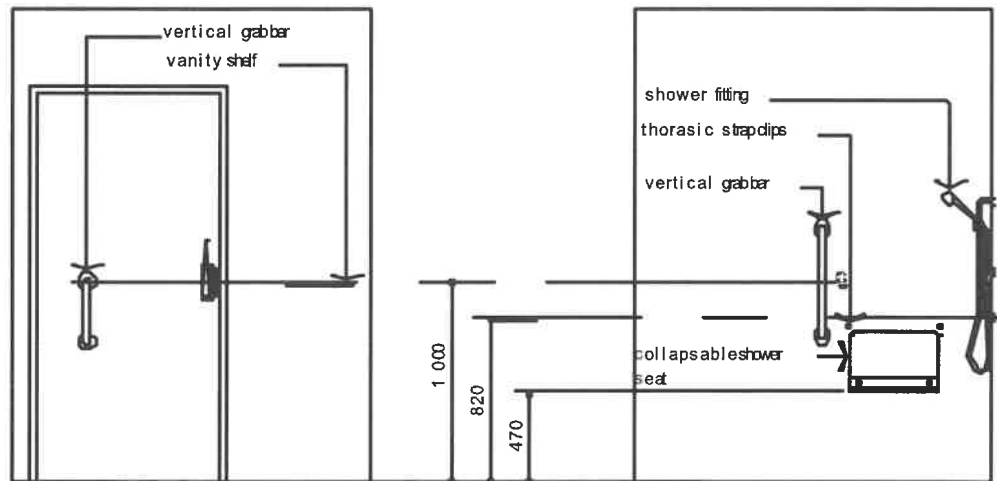
Controls and operating mechanisms (doors, lint screens, detergent and bleach compartments) shall comply with Item 1.8.

Top loading machines shall have the door to the laundry compartment located 865mm maximum above the floor. Front loading machines shall have the bottom of the opening to the laundry compartment located between 400mm and 850mm above the floor.



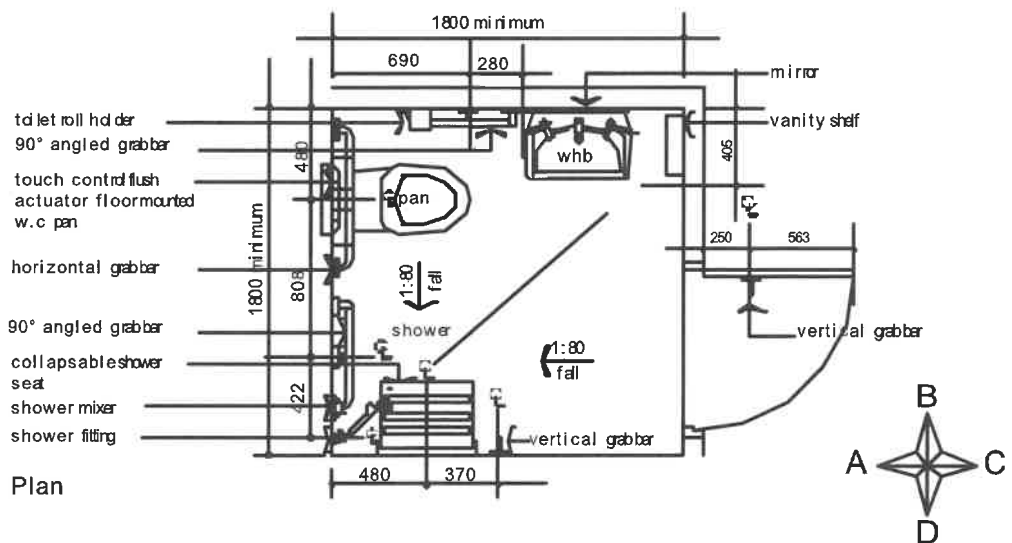
Elevation A

Elevation B



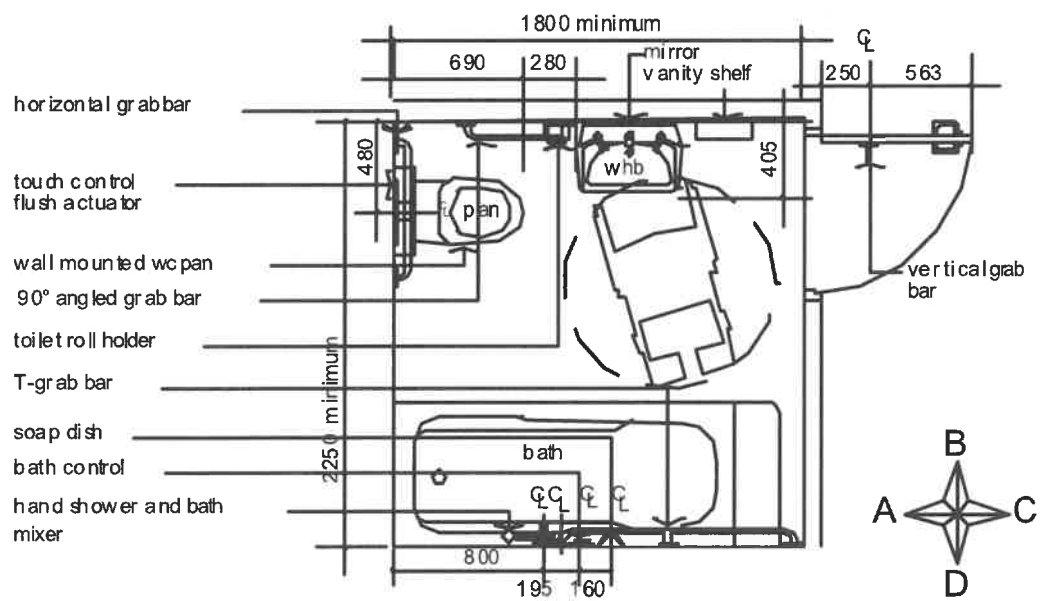
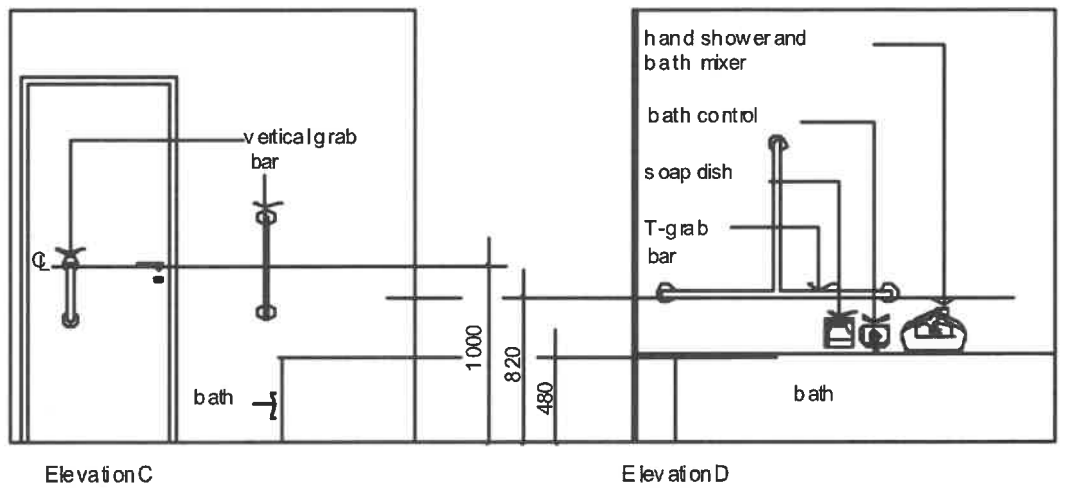
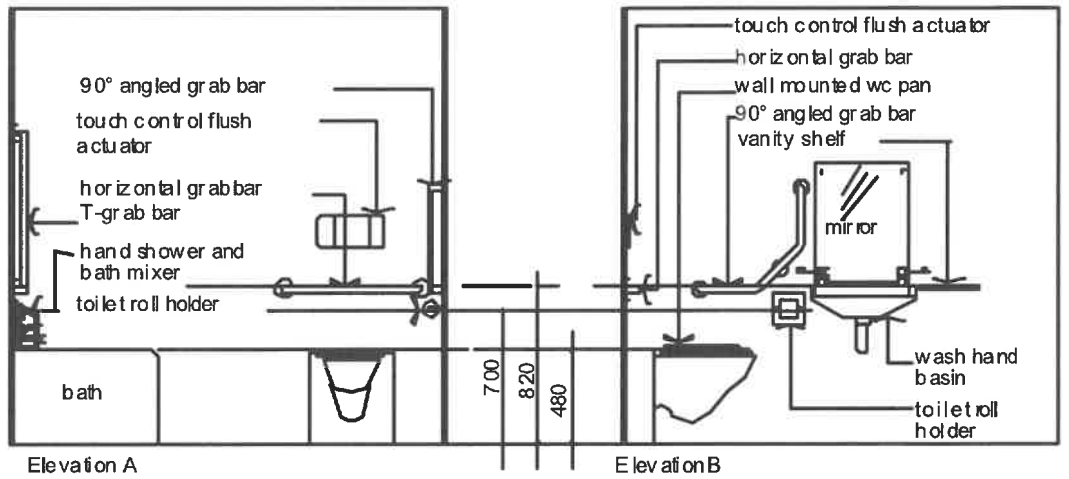
Elevation C

Elevation D



Plan

FIGURE 4.6 TYPICAL WC, SHOWER AND SHOWER LAYOUT



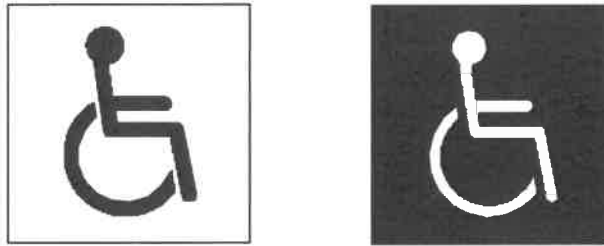
**FIGURE 4.7 TYPICAL WC, SHOWER AND BATH LAYOUT**

## 5.0 COMMUNICATION ELEMENTS AND FEATURES

### 5.1 Signs

Letters shall have a width to height ratio between 3:5 and 1:1 and a stroke width to height ratio between 1:5 and 1:10. The minimum character height to viewing distance ratio for signage shall be 1:30 and the minimum height of character for signage suspended overhead shall be 75mm. All signs shall utilise a high contrast between the background and the lettering. (See Figure 5.1.1)

Where exterior or interior signs and pictograms are provided as permanent directional route information, designations or descriptions of spaces and rooms, the signs shall be tactile or in the case of pictograms, shall have tactile text descriptors.



a) Contrast of colours of the sign



b) Typical access sign

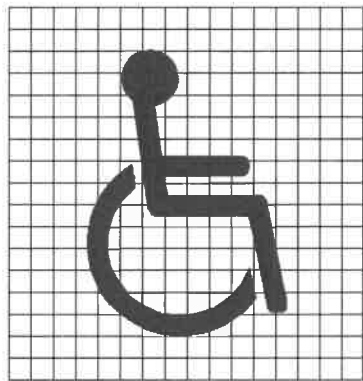
**FIGURE 5.1.1 TYPICAL ACCESS SIGNAGE**

Signs also refer to signs providing direction to or information about permanent interior spaces of the site and facilities. Building directories, personnel names, company or occupant names and menus need not have tactile text descriptors if Braille directories cards are provided on request.

All signs that are required to have tactile text descriptors, shall have raised tactile characters or Braille lettering. Tactile character should be raised by 5mm and stand 15mm high, but no greater than 50mm in height or grade two Braille shall be used.

Where tactile signage is required it should be located on the wall adjacent to the latch or lock of the door. The sign shall be mounted with the top edge at a height of 1500 mm from the floor finish.

The international symbol of accessibility and hearing loss shall be used in conjunction with all signage to indicate the availability and existence of facilities and accessibility. (See Figure 5.1.2)



a) International symbol of accessibility    b) International symbol of hearing loss

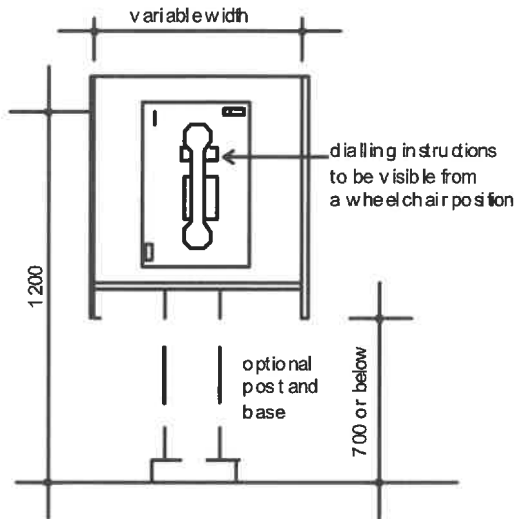
**FIGURE 5.1.2 INTERNATIONAL SYMBOL OF ACCESSIBILITY AND HEARING LOSS**

## 5.2 Telephones

Where public pay telephones, public closed-circuit telephones, or other types of public telephones are provided accessible public telephones shall also be provided. One wheelchair-accessible telephone shall be provided per floor of a building for every one or more telephones provided on the same floor, or for every bank of telephones provided per floor. Where two or more banks of telephones exist, one wheelchair accessible phone per bank shall be provided.

Accessible telephones shall be positioned such that the top of the handset is not higher than 1200mm above floor level. Dialling instructions shall be visible from a line of sight no higher than 1200mm measured vertically. Telephones shall have large push-button controls, with the number five marked with a raised tactile dot.

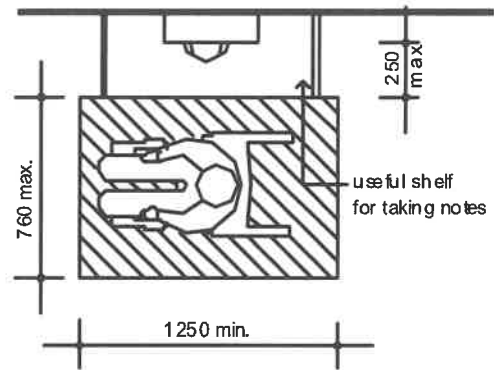
A clear floor space shall be provided in front of the telephone and shall not be restricted by bases, enclosures or fixed seats. (See Item 1.4) For a freestanding telephone, pedestal or wall-mounted, where a parallel approach is provided, the distance from the edge of the telephone enclosure to the face of the telephone shall be 250mm maximum. Where a forward approach is provided, the distance from the front edge of a counter within the enclosure to the face of the telephone is 500mm maximum. (See Figure 5.2)



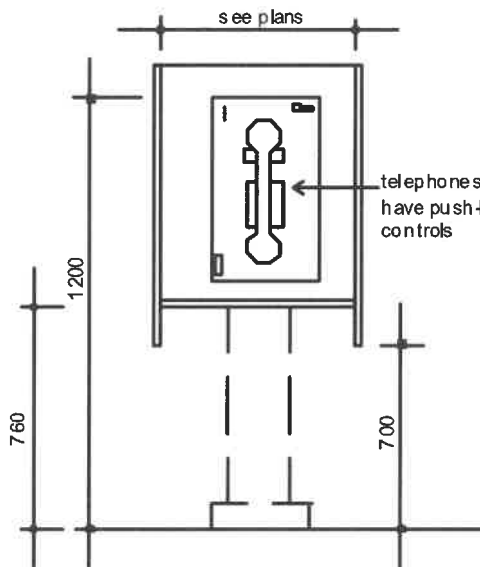
\* height to highest operable parts which are essential to basic operation of telephone.

Elevation

(a) Side reach possible



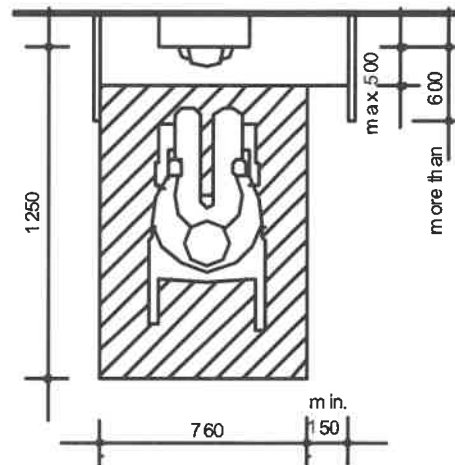
Plan



\* height to highest operable parts which are essential to basic operation of telephone.

Elevation

(b) Forward reach required



Plan

**FIGURE 5.2 MOUNTING HEIGHTS AND CLEARANCES FOR TELEPHONES**

### **5.3 Text Telephones**

Text telephones are provided by a range of electronic equipment that employs interactive graphic (typed) communications through the transmission of coded signals across the standard telephone network. Other terms are used to refer to these devices that include Teldem Modems, TTY's and TTD's.

Where four or more public telephones are provided at a bank of telephones, at least one public text telephone shall be provided at that bank. A text telephone shall not be required at banks of telephones located within 60 metres of and on the same floor as a bank of telephones containing a public text telephone.

Where four or more public telephones are provided on a floor of a building, in a building or on a site, at least one public text telephone shall be provided on that floor, building or site.

Where more than two public telephones are provided at a public rest stop, emergency road stop or service plaza, at least one public text telephone shall be provided.

Where a public telephone is provided in or adjacent to a hospital emergency room, hospital recovery room, or hospital waiting room, at least one public text telephone shall be provided at each such location.

Public text telephones shall be identified by the International Symbol of Hearing Loss adjacent to the telephone symbol and directional signs indicating the location of the nearest public text telephone shall be provided at all banks of public pay telephones not containing a public text telephone. These signs shall comply with Item 5.2.

### **5.4 Detectable Warnings**

This warning shall be a standardised surface feature built in or applied to walking surfaces or other elements to warn visually impaired people of hazards on a circulation path.

The standard external detectable warning shall be a strip 600 mm wide, with a surface dotted with truncated domes, where the dome shall have a diameter of 25mm, a height of 5mm and be set at centre-to centre spacing of 60mm. The truncated dome surface shall contrast visually with adjoining walking surfaces, either light on dark or dark on light. The material used to provide contrast shall be an integral part of the truncated dome surface.

Detectable warnings in interior locations shall differ from adjoining walking surfaces in resiliency or sound-on-cane contact that is 600mm wide and be provided on the walking surface at edges. The tactile surface shall provide equivalent detectability underfoot to that provided by the truncated dome surface, and shall provide a colour contrast of either light on dark or dark on light.

Equivalent detectability of edges by other construction, technology or means that will ensure equivalent or superior and reliable communication of the impending change to pedestrians who are blind or visually impaired. The information communicated must include 610mm of advanced warning of the edge and the precise orientation of the edge in relation to the pedestrian.



## 5.5 Assistive Listening Devices

Assembly areas having fixed seating shall have an assistive listening system where the area is equipped with an audio amplification system or the area has a capacity of 50 or more persons.

Other assembly areas shall have an assistive listening system, or an adequate number of electrical outlets or other supplementary wiring necessary to support a portable assistive listening system.

Receivers for assistive listening systems shall be provided in accordance with the table below:

Capacity of Fixed Seating in assembly Areas	Minimum Required Number of Receivers
50 or less	2
51 to 500	2, plus 4 for each total seating capacity increase of 100 above 51
501 to 1000	20, plus 3 for each total seating capacity increase of 100 above 501
1001 to 2000	35, plus 2 for each total seating capacity increase of 100 above 1001
over 2000	55, plus 1 for each total seating capacity increase of 100 above 2000

Where assistive listening systems are provided, signs shall be provided to inform patrons of the availability of the system. The signs shall be located at ticket offices or windows, where these are provided. The signs shall comply with Item 5.2, and shall include the International Symbol for Hearing Loss.

Individual fixed seats served by an assistive listening system shall have a complete view of the stage, playing area or cinema screen.

Induction loops, infrared systems, FM and AM radio frequency systems, hardwired earphones and other equivalent devices shall be permitted as acceptable assistive listening systems.

Receivers required to be hearing aid compatible shall interface with T-coils in hearing aids either through the provision of neck loops or a hearing-aid compatible headset.

## 5.6 Automatic Teller Machines and Fare Machines

Where automatic teller machines or self-service fare vending, collection or adjustment machines are provided, at least one machine of each type at each location where such machines are provided shall be accessible. Where bins are provided for envelopes, waste paper or other purposes, at least one of each type shall comply with Item 7.4.

A clear floor space shall be provided in compliance with Item 1.4. from both front and side approach. Control and operating mechanisms shall comply according to Item 1.8. Each control and operating mechanism shall be able to be differentiated by sound or touch.

Specialist details for the Input and Output processes of automatic teller machines.

## **5.7 Fire Alarm Systems**

Where fire alarm systems are provided in public-use or common-use areas to alert occupants, the alarm shall provide both audible and visual signals. Where accessible guest rooms are required, fire alarm systems for those rooms shall be specifically designed to draw the attention of visually impaired or deaf guests. All alarm systems and evacuation procedures are to be available in print and Braille on request.

For a detailed elaboration of fire alarm systems (audible alarms and visual alarms, light pulse characteristics, dispersion, mounting height, spacing allocation and minimum intensity, corridor spacing allocation and minimum intensity) refer to National Building Regulations.

## 6.0 SPECIAL ROOMS AND SPACES

### 6.1 Wheelchair Spaces in Assembly Areas including Auditoria, Halls, Cinemas, Places of Education and Sports Facilities

The ground or floor surface of wheelchair spaces shall have a slope not steeper than 1:50, and changes in level are not permitted.

A single wheelchair space shall be 900mm minimum in width. Where multiple adjacent wheelchair spaces are provided, each space shall be 850mm minimum in width. Where a wheelchair space can be entered from the front or rear, the space shall be 1250mm minimum in depth, but where it can only be entered from the side, the wheelchair space shall be 1500mm in depth.

One side of the wheelchair space shall adjoin an accessible route or adjoin another wheelchair space. However, access to any wheelchair space may not be through more than one wheelchair space.

At least one seat for a companion shall be provided beside each wheelchair space.

Wheelchair spaces shall provide lines of sight comparable to those of all viewing areas.

The number of accessible wheelchair spaces to be provided shall be in accordance with the table below:

Capacity of Seating in Assembly Areas	Minimum Required Number Of Wheelchair Spaces
50 or less	2
51 to 100	4
101 to 300	5
301 to 500	6
Over 500	6 plus 1 additional space for each total seating capacity increase of 200

### 6.2 Dressing, Fitting and Locker Rooms

Where dressing rooms or locker rooms are provided, at least 5%, but not less than one, of each type of use in each cluster shall be provided, and where only unisex rooms are provided, an accessible unisex room shall be permitted.

Dressing and fitting rooms shall have wheelchair turning space complying with Item 1.3. No doors shall swing into a wheelchair turning space.

Any fixed furniture shall comply with Items 7.1 and 7.2.

Accessible coat hooks and shelves within the room shall be located within one of the reach ranges specified in Item 1.7. Where provided, a dressing shelf shall be situated between 900mm & 1100mm above the floor.

### **6.3 Medical Care Facilities, Treatment or Consulting Rooms**

In licensed medical care facilities where consulting, diagnosis, medical treatment or care takes place the facilities shall be accessible and comply with the design criteria in Section 1.0 and where accommodation is provided, accessible patient or resident sleeping rooms shall be provided.

In general purpose hospitals, psychiatric facilities and detoxification facilities, at least 20%, but not less than one, of the patient sleeping rooms shall be accessible.

In hospitals and rehabilitation facilities that specialise in treating conditions that effect mobility, and in units within hospitals and rehabilitation facilities which specialise in treating conditions that effect mobility, 100% of the patient sleeping rooms shall be accessible.

In long-term facilities, at least 50%, but not less than one, of the resident sleeping rooms shall be accessible.

A wheelchair turning space shall be provided in accordance with Item 1.3, but shall not overlap with or extend beneath the bed. A clear floor or ground space shall be provided on either side of the bed, and shall be positioned for parallel approach to the side of the bed.

Toilet and bathing facilities that are provided as part of patient or resident sleeping rooms shall be provided in accordance with Section 4.0.

Where operable windows are provided, at least one window shall comply with Item 1.8.

### **6.4 Transient Lodging Guest Rooms**

Where guestrooms are altered or added, these requirements apply only to these altered or added rooms.

Entrance and passage doors and doorways into and within all guestrooms shall provide clear width in accordance with Item 3.3.

Living and dining rooms areas, as well as exterior spaces, including patios, terraces and balconies that are part of the guestroom, shall be accessible.

Not less than one sleeping area shall a clear floor space (see Item 1.4) on both sides of the bed, and shall be positioned for parallel approach to the side of the bed (except where a single clear floor space, positioned for parallel approach, is provided between two beds).

Not less than two toilets (either in a toilet stall or in a W.C compartment) and one bathtub or shower shall comply with Section 4.0.

Kitchens, kitchenettes and wet bars shall provide a clear floor space (complying with Item 1.4) at sinks, appliances, cabinets and counters. At least 50% of shelf space in cabinets shall comply with Item 7.4. Any control and operating mechanisms for the use of appliances shall comply with 1.8, and 50% of shelf space in refrigerators and freezers shall be within at least one of the reach ranges in Item 1.7.

Where operable windows are provided, at least one window shall comply with Item 1.8.

Where guestrooms are required to have accessible communication features, visual alarms shall be provided. Furthermore, visual notification devices shall be provided to alert occupants of incoming phone calls and a door knock or bell. Notification devices shall not be connected to visual alarm signal appliances. Permanently installed telephones shall have volume controls and shall have the facilities to facilitate the use of a TTY.

The required number of accessible guest rooms is outlined in the table overleaf.

**Accessible Guest Rooms**

Total Number of Guest Rooms Provided	Minimum Number of Accessible Rooms without Roll-in Showers	Minimum Required Number of Accessible Rooms with Roll-in Shower	Total Number of Required Accessible Rooms
1 to 25	1	0	1
26 to 50	2	0	2
51 to 75	3	1	4
76 to 100	4	1	5
101 to 150	5	2	7
151 to 200	6	2	8
201 to 300	7	3	10
301 to 400	8	4	12
401 to 500	9	4	13
501 to 1000	2% of total	1% of total	3% of total
1001 and over	20 plus 1 for each 100 over 1000	10 plus 1 for each 100 over 1000	30 plus 2 for each 100 over 1000

**Accessible Beds**

Total Number of Beds in a Guest Room	Minimum Req. Number of Accessible Beds
4 to 25	1
26 to 50	2
51 to 75	4
76 to 100	5
101 to 150	7
151 to 200	8
201 to 300	10
301 to 400	12
401 to 500	13
501 to 1000	3% of total
1001 and over	30 plus 2 for each 100 over 1000

**Guest Room with Accessible Communication Features**

Total Number of Guest Rooms Provided	Minimum Req. Number of Guest Rooms with Accessible Communication Features
1 to 25	2
26 to 50	4
51 to 75	7
76 to 100	9
101 to 150	12
151 to 200	14
201 to 300	17
301 to 400	20
401 to 500	22
501 to 1000	5% of total
1001 and over	50 plus 3 for each 100 over 1000

## 7.0 BUILT-IN FURNISHING AND EQUIPMENT

### 7.1 Seating at Tables, Counters and Work Surfaces

Where seating at fixed or built-in tables, counters or work surfaces is provided in accessible spaces, at least 5%, but no less than one, of the seating shall comply.

Where food or drink is served for consumption at counters exceeding 865mm in height, a 1525mm minimum length portion of counter shall comply, or service shall be provided at accessible tables in the same area.

In new construction, and where practicable in alteration, accessible fixed or built-in seating at tables, counters or work surfaces shall be distributed throughout the space or facility containing such elements.

A clear floor or ground space complying with Item 1.4 shall be positioned for forward approach. Knee and toe clearances shall apply.

The tops of tables and counters shall be between 710mm and 865mm above the ground.

### 7.2 Benches

Where benches are required to be accessible (according to Item 7.1), a clear floor space complying with Item 1.4 shall be provided and positioned for parallel approach to an end of the bench seat.

Benches shall have seats that are between 510mm and 610mm in depth, and 1065mm minimum in length. Bench shall be fixed to the wall along the longer dimension.

The bench shall be between 430mm and 485mm above ground or floor level.

Where installed in wet locations, the surface of the bench shall be slip-resistant and shall not accumulate water.

### 7.3 Sales and Services Counters

Where checkout aisles are provided, accessible checkout aisles shall be provided in accordance with the table below.

Total Checkout Aisles of Each Function	Minimum Number of Accessible Checkout Aisles of Each Function
1 - 4	1
5 - 8	2
9 -15	3
15 +	3, plus 20% of additional aisles

Where checkout aisles serve different functions, at least one accessible aisle shall be provided for each function. Where checkout aisles are dispersed throughout the building or facility, accessible checkout aisles shall also be dispersed.

Accessible checkout aisles shall be identified by the International Symbol of Accessibility, unless all such aisles are accessible.

The checkout aisle shall comply with Item 3.2, while the counter surface height shall be 965mm maximum above the finished floor or ground. The top of the counter edge protection shall be 51mm maximum above the top of the counter surface.

Where counters are provided for sales or distribution of goods or services (point of sale and service counters), at least one of each type shall have a portion of the counter 915mm minimum in length and 915mm maximum in height above the finished floor level. In alterations where it is technically not feasible for existing counters to comply, an auxiliary counter complying with the above shall be provided.

Where self-service lines are provided, at least 50%, but not less than one, of each type (self-service shelves and dispensing devices for tableware, dishware, condiments, food and beverages) shall be provided, such that they comply with the specifications for reach ranges in Item 1.7, and so that tray slides are situated between 710mm and 865mm above the floor or ground.

Queuing and waiting lines servicing accessible counters or check-out aisles shall comply with the specifications for walking surfaces detailed in Item 3.2.

#### **7.4 Storage**

Where fixed or built-in storage elements such as cabinets, shelves, medicine cabinets, closets and drawers are provided in accessible spaces, at least one of each type shall comply with the specifications set out below.

Where lockers are provided in accessible spaces, at least 5%, but not less than one, of each type shall comply.

Self-service shelves and display units in mercantile occupancies or shelving in stack areas of libraries shall be located on an accessible route (see Item 3.1), but shall not be required to comply with the stipulations for reach ranges (see Item 1.7).

Where coat hooks or folding shelves are provided in inaccessible toilets, WC compartments or in dressing or fitting rooms, at least one of each type shall be provided in accessible spaces of the same nature.

Where such accessible storage elements are required, a clear ground or floor space shall be provided. (See Item 1.4) The storage facilities shall comply with at least one of the reach ranges outlined in Item 1.7, while clothes rods shall be 1370mm maximum above the ground or floor.

Hardware for storage facilities shall comply with the stipulations for control and operating mechanism as outlined in Item 1.8.



**8.0 TRANSPORTATION FACILITIES**

**8.1 Bus Stops And Terminals**  
RESERVED

**8.2 Fixed Facilities and Stations**  
RESERVED

**8.3 Airports**  
RESERVED

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public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

# **OCCUPATIONAL HEALTH AND SAFETY SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATION**

**FOR**

**INSTALLATION OF FACILITIES FOR PEOPLE WITH  
DISABILITIES**

**AT**

**LOXTON MAGISTRATE COURT**

**MANAGED BY**

**THE DEPARTMENT OF  
PUBLIC WORKS AND INFRASTRUCTURE**

*Project Manager: Lerato Sebopetja*

*OHS Manager: Wendy Mbolekwa*

## 1. INTRODUCTION

This Health and Safety Specification has been prepared in terms of Client's responsibility [Construction Regulation 5(1)] to provide the principal Contractor and Contractors with a documented Specification of all Health and Safety requirements pertaining to the associated works on the proposed construction site/so as to ensure the health and Safety of all persons affected by the works. This health and Safety specification highlights, but in no way replaces legal requirements that the principal Contractor and Contractors are bound to comply with in terms of the Department of Public Works program.

- The client has made provisions in the tender for the Principal Contractor to price for the cost of health and safety measures before and during the construction process [Construction Regulation 5(1)(g)]. The Principal Contractor in turn needs to make the same provision when Contractors (Sub-Contractors) tender or quote on work [7(c)(1)].
- The principal Contractor and Contractors are required to prepare a Health and Safety plan based on the Client's health and Safety Specification, which shall be applicable from the date of commencement of and for the duration of work [Construction Regulation 7(1)(a)]. This documented plan must be based on a Hazard Identification and Risk assessment (HIRA) which will serve to identify the hazards, and their associated risks, anticipated for the scope of works [Construction regulation 9].

**Principal Contractor tendering must provide the client with an appropriate Preliminary Hand Safety Plan (including a Preliminary Hazard Identification and Risk Assessment) as in Construction Regulation 5(1). This plan must be submitted with the tender.**

## 2. APPLICATION

The Health and Safety specification contains clauses that are applicable to occupational health and safety in construction and the document is intended to impose pro-active controls associated with the activities, plant machinery and other aspects of the proposed construction work that impact on health and safety of persons, by means of a documented H&S Plan prepared by Principal Contractors.

Compliance to the requirements of the OHS act and relevant legislation is in addition to the requirements of the H&S Specification and forms parts of the Principal Contractor's responsibility. The Client and Client's agents will monitor the Principal Contractor to ensure that the Principal Contractor and Contractors comply with the requirement of OHS Act and will not prescribe to the Principal Contractor how such compliance is to be achieved.

## 3. PURPOSE

The purpose of the Health and Safety Specification is to provide the Principal Contractor and Contractor's tendering for the proposed construction work and /or appointed for the above mentioned construction work with the necessary detail of all health and safety requirements, and hazards pertaining to the associated scope or works, so as to enable the principal Contractor and Contractors to develop a Health and Safety Plan-to be implemented on site in order to ensure the health and safety of all persons while undertaking the said works.

#### **4. REFERENCE DOCUMENTS AND HEALTH AND SAFETY STATUTORY REQUIREMENTS**

The following Acts and Regulations are referred to in this document followed by their abbreviations in brackets. Note that this is not an exhaustive list and other documents may be referred to if necessary in order to compile **your Site Specific Health and Safety plan**:

##### **4.1 Occupational Health and Safety Act,(Act No.85 of 1993)-[OHSA] and Regulations as follows:**

- Construction Regulations[CR]
- General Administrative Regulations[GAR]
- General Safety Regulations[GSR]
- Environmental Regulations for Workplaces[ERW]
- General machinery Regulations [GMR]
- Hazardous Chemical Substances Regulations[HCSR]
- Electrical Installations Regulations[EIR]
- Electrical Machinery Regulations[EMR]
- Pressure Equipment Regulation [PER]

##### **4.2 Compensation for occupational Injury and Diseases Act-[COIDA]**

##### **4.3 South African National Standards, SANS 10147:2014**

##### **4.4 Act, Regulations and site safety rules applicable to Department of Public works Construction Sites.**

With regards to workplace health and safety, the following Acts, Regulations and safety rules shall apply to all Department of Public works Construction Site and must be fully complied with at all times by all contractors on site:

- Occupational Health and Safety Act(85 of 1993) and Regulations
- Compensation for Occupational Injuries and Diseases Act and Regulations
- This Health and Safety Specification
- Any other relevant statutory laws, including Municipal By-laws where applicable
- As well as any amendments that may arise from time to time;
- As well as any draft amendments to legislation-it is good practice to comply

##### **4.5 Contractor's General Requirements for Health and Safety**

4.5.1 The contractor shall be solely responsible for carrying out the work under the contract.

4.5.2 The contractor shall have the highest regards for health and safety of its employees, the Company and any persons at or in the vicinity of the site. This regard shall extend to include the works, temporary work materials, the property of third parties and any purpose relating to the contractor carrying out its obligations under the Contract.

4.5.3 The contractor shall initiate and maintain safety programmes to conform to all applicable safety and health laws or other requirements, including ground rules, and the project health and safety specification.

- 4.5.4 The contractor shall, at its own cost, erect and maintain safeguards for the protection of workers and public.
- 4.5.5 The contractor shall manage all reasonably foreseeable hazards created by performance of the work under the contract.
- 4.5.6 Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the site.
- 4.5.7 Avoid unnecessary interference with the passage of people and property at or near the site.
- 4.5.8 Prevent nuisance and excessive noises and unreasonable disturbances in performing the work under Contract.
- 4.5.9 Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by the Client, its Contractors, employees, agents and invitees, or any Government body.
- 4.5.10 The contractor shall comply, and shall be responsible for ensuring that all of its subcontractors comply, with the relevant statutory regulations for safety and the Client's requirements included in the contract.

#### **4.6 Site Rules for Contractor**

The site rule for contractors' document is the minimum standard with regard to specifications for construction work on this site. Contractors may have existing standards for each specific trade, but where conflict may arise between the contractor's and these Site rule for contractors, the more stringent shall apply.

##### **4.6.1 Rules of Conduct**

Contractors and all employees under their control, including any visitors brought onto site must adhere to the following Rules of Conduct on Site:

- Partake of, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose actions and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Make use of water from fire hydrants.
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguisher.
- Bring onto site or have in your possession a firearm, lethal weapon, camera, or any other recording device, unless authorised to do so
- Assault, intimidate or abuse any other person
- Operate construction equipment (vehicle or plant) without the necessary training and authorisation.
- Display insubordination toward any supervisor, foreman or manager in respect to carrying out of properly issued instructions or orders for health and safety reasons.
- Negligently, carelessly or wilfully cause damage to property of others.
- Refuse to give evidence or deliberately make false statements during investigations.

- Enter into any areas where you have no business unless authorised to do so by the person in charge.
- Brig animals onto site.

Insubordination towards any foreman, supervisor or manager could lead to removal from site and or dismissal and or prosecution. Except insofar as the principles of common law, or conditions as determined by any relevant statutes are concerned, the decision of the Client or his agent shall be final and binding in respect of any disputes that may arise from the interpretation of these rules.

## **5 Definitions**

**The following definitions apply.**

For the purpose of the General Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

“CR” refers to the Construction Regulations, 2014

“GHSS” refers to this document (the General Health and Safety Specification (including any project specific annexures that the engineers and designers could attach.

“OHSA” refers to the Occupational Health and Safety.

“S” refers to a section in Occupational Health and Safety Act of 1993.

“H&S” refers to Health and Safety.

“Client” Department of Public Works

Incident; means any unplanned event that causes, or has the potential to cause, an injury or illness and/or damage to equipment, buildings, plant or the natural environment. Incident range from near miss incidents to serious incidents and emergencies.

“Near Miss” means an incident which has the potential to cause an injury or illness or damage to company.

“Regulations” means, specifically, the Construction Regulations, 2003 as issued on 18 July 2003, under the Occupational Health and Safety Act of 1993, but not excluding the other applicable regulations existing under the Act.

“Site” means the lands and other places, made available by the Municipality or the Client for the purposes of the Contract, on under over in or through which the construction work is to be executed or carried out.

“Principal Contractor” and contractor shall be as defined in the Regulations.

### **Construction Work [CR1]:**

Means any work in connection with-

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure.
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.

- c) The construction, maintenance, demolition or dismantling of any bridge, dam canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

**Hazard, Identification, Risk assessment and risk control (HIRA)**

Means a documented plan, which identifies hazards assesses the risk and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**Site**

Means the area in possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

**Hazards**

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

**Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

**Construction Supervisor [CR 8(1)]**

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

**Hazardous Chemical Substance (HCS)**

Means any toxic, harmful, corrosive, and irritant or asphyxiate substance, or mixture or substance for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed but which creates a hazard to health.

**Construction Plant**

Encompasses all type of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment

**Contractor [CR 1]**

Means an employer who performs construction work and includes principal contractors and sub-contractor.

**Health & Safety Plan (HSP) [CR 1]**

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

The plan shall be applied from the date of commencement of and for the duration of construction work [CR 5(1)]



### **Health and Safety File (HSF) [CR1]**

The file holding all documentation and records on health and safety for the project, which shall be available at all times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

### **Disabling Injury Frequency Rate (DIFR)**

The number of disabling injuries multiplied by a constant (man hours relative to period worked divided by total man hours worked over a rolling period (usually 12 months, but can be less)).

### **Disabling Injury Severity Rate (DISR)**

The number of days lost due to (DI's) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less).

### **Confined Space**

An enclosed, restricted or limited space in which, because of its construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquids or dangerous concentration of gas, vapour, dust or fumes may be present.

## **6. Responsibility of Contractors for Construction Work [CR 4, 7, 8]**

### **6.1 Notification of Intention to Commence Construction Work [CR 4]**

The principal contractor shall notify the Provincial Director of the Department of labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meter; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at height greater than 3 meters above ground or landing.

The notification and submission to the local Department of labour must be done on a form similar to that shown in **Annexure A** of this document and a copy of the completed form kept in the HSF for inspection by inspector, the client or an employees

### **6.2 Principal Contractor's Responsibilities [CR 7]**

#### **6.2.1. Compile a HSP [CR 7]**

#### **6.2.2. Ensure co-operation between all contractors [CR 7(c), to comply with the Act**

#### **6.2.3. Ensure compliance to the Act in terms of [CR 5(v)]**

- a) Provide relevant sections of these specifications to contractors as required
- b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed [CR 7(c) (iii)]
- c) Ensure each contractor's HSP is implemented and maintained on site
- d) Stop any contractor from work which is not in accordance with HSP's or which pose a threat to health and safety of persons
- e) Sufficient information is provided to contractors where there are changes to design and construction
- f) Ensure every contractor is registered an in good standing with the Compensation Commissioner

- g) Ensure potential contractors have made provision for the cost of health and safety measures.
- 6.2.4 Negotiate and approve the HSP of each contractor [CR 7(0)]
- 6.2.5 All HSP's including the principal contractor's to be available on site [CR 7(b)]
- 6.2.6 All HSF's including the principal contractor's to be available on site [CR 7(d)]
- 6.2.7 A consolidated HSF to be handed over to the client on completion of construction including records of drawings, designs etc. [CR 7(e)]
- 6.2.8 HSF to include updated list of all contractors, the agreements and their type of work [CR 7(f)]

### **6.3 Contractor's Responsibilities [CR 7] (including sub-contractors)**

- 6.3.1 Provide their HSP to the principal contractor[CR 7(2)]
- 6.3.2 Where a contractor appoints another contractor(sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor [CR 7(3)]
- 6.3.3 No contractor to appoint another contractor(sub-contractor) unless the latter has the necessary competency and resources to perform the required work [CR 7(3)]
- 6.3.4 To provide any information which affects the health and safety of any persons at work to the principal contractor

### **6.4. Supervision of Construction Work [CR 8]**

The appointments embodied in this regulation are as follows:

- 6.4.1 Construction supervisor [CR 8(1)]
- 6.4.2 Assistant Construction Supervisor [CR 8(2)]
- 6.4.3 Safety Officer [CR 8(5)] or Safety Representative OHS Act S17 (1)

The detailed requirements of these appointments can be found under the relevant regulation.

The contractor shall appoint a dedicated competent Safety Officer who will perform his duties at the work Site for the duration of the work under the Contract.

### **6.5. Legal Appointments**

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the HSF. All legal appointments shall be conducted in accordance with the requirements set out in the OHSA and as per this specification. The tables below set out the appointment protocols for CR and OHSA.

**NB: It should be noted that these represent complete lists and not all these appointments may be required.**

#### **6.5.1**

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety File. an example of an appointment form for a Construction Supervisor can be found under Annexure B.

## **7. Documentation and Procedures**

All required HSE documentation for the construction work, shall be kept in the HSF, which shall be available on site. The Construction Supervisor shall be responsible for the file and the Project manager shall ensure that documentation is valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise. It is required that the documentation is filled in an orderly fashion for easy access. The following sections are suggested:

- Policy permits etc.
- Health & safety plans, specifications
- Appointments
- Incidents management
- Inspection check lists
- Risk assessments
- Training
- Safe work Procedure
- Hazardous Chemical Substances

## **8. Application of COIDA and OHS Act to Construction Work**

### **8.1 Compensation of Occupational Injuries and Diseases Act, Act No.130 of 1993(COIDA)**

Every contractor shall provide proof of registration and letter of good standing with the Compensation Commissioner.

### **8.2 Occupational Health and Safety Policy [OHS Act 7]**

Every contractor's OH&S Policy statement should be available for security and as evidence of their commitment to their employees' occupational health and safety

### **8.3 Health and Safety Training and Competency**

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request.

#### **8.3.1 Induction Training**

The principal contractor shall be responsible for the induction of all personnel entering the site including visitors, inspectors etc. Contractors doing specific construction work shall be responsible for the induction of their employees with respect to that specific work. Records to be kept of all personnel that undergo induction training.

#### **8.3.2 Awareness Training**

In addition, the client would favour awareness training to be carried out such as weekly Toolbox Talks on relevant topics e.g. wearing PPE, manual lifting, safe use of portable electric tools etc.

#### **8.3.3 Competency and CV's**

Where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the HSF. Other training requirements such as those identified through the HIRA process, to be completed and proof of that training also kept in the HSF. Where competency is achieved through experience, a brief CV will be required.

### **8.3.4 Specific OH&S Training**

Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S Reps, Fire Marshals, Fire Equipment Inspector etc.

### **8.3.5 Medical Fitness**

All work in elevated positions [tower crane operators (CR 20(g)), workers on elevated structures requiring fall protection (CR 8 (2b)), suspended platform workers (CR 15(12a)] and operators of construction vehicles and mobile plant (CR 21(d)) require certificates of physical and psychological fitness.

Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First aiders, H&S reps, Fire Marshals (CR 221 Fire Equipment Inspectors) etc.

## **8.4 Hazards and Potential Hazardous Situations [OHSA 13]**

The principal contractor is responsible to ensure that all contractors and any visitors are warned of any hazardous or potentially hazardous situations, which may affect them on site and shall put any additional measures in place to assist in mitigating the risk of these hazards.

### **8.5 Health and Safety Reps [OHSA 17 and 18]**

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required and to ensure similar compliance of all contractors. If a rep is not required, the appointed Safety officer will be responsible for these functions.

### **8.6 Health and safety Committee [OHSA 19 &20]**

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required. If a committee is not convened, health and safety matters will need to be tabled and discussed at site meetings.

## **8.7 General Record Keeping**

The principal contractor shall ensure that all Health and safety records, required by OHSA and Regulation are kept for reference purpose and auditing.

### **8.7.1 Inspections**

The principal Contractor shall keep all records of inspections undertaken during the contract. An assessment will need to be made of what inspections are required and their frequency. The principal contractor is also responsible to ensure compliance to this requirement by all contractors

### **8.7.2 Audits [CR 5(o) and 5 (p)]**

The client's agent shall carry out regular audits on the principal contractor at least once per month. Similarly, principal contractor shall be responsible for carrying out regular audits on their contractors at least once per month. The results shall be tabled for action and discussed at health and Safety Committee meetings or site meetings as appropriate.

## **8.8 Incident Management and Emergency Plans**

The principal contractor shall create and Emergency Plan for the construction site. The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no's etc. The plan shall fully explain to all personnel during the induction training. All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place.

### **8.8.1 First Aid [GSR 3]**

The principal contractor shall be responsible to ensure compliance to this regulation as required. In particular, a first aid box with the minimum stock as specified in the regulation will be located at the site office and there will be signage to indicate the location of the box. Attention is drawn to GSR 3(4) for the requirement of trained first aiders. It is also suggested that a trained first aider be made responsible for the box in terms of the following:

- Security-the box should not be left open but it must be accessible in case of emergency(spare key availability)
- Injuries – a record of first aid box injuries treated and the stock issued.
- Stock- regular inspection to maintain stock levels and check expiry dates

In addition, the first aid requirement should be noted for high risk substances or hazardous chemical substances and if these are to be used, then it should be addressed in the HIRA and the need for eye wash facilities assessed.

**NOTE: It is strongly recommended and good practice to comply with the Draft Health and Safety Regulation 7**

### **8.8.2 Incidents and Injuries-Investigation and Reporting**

The principal Contractor will ensure there is a management system to report and investigate all incidents. All incident including all near miss, first aid box treatment, and all other serious incidents involving any form of disabling injury or fatality are to be reported to the Client and the Clients H&S Agents telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Failure to comply with these provisions will be considered as serious offence. Recording and Investigation of Near Miss.

#### Incidents

The principal Contractor shall provide evidence by means of a procedure or chart that he is fully aware of the hierarchy of incidents that can occur e.g. unsafe situations, near miss first aid box injuries, medical cases, disabling injuries etc. He shall keep an incident register of all such incidents, investigate and apply corrective action where required. The client also reserves the right to request incident statistics from the principal contractor such as Di's DIFR and DISR and it is advised that these are maintained.

#### Injuries

First aid box injuries have been addressed under 8.7.1 above. More serious injuries requiring transport of the injured person to the nearest hospital or doctor or the calling of an ambulance and paramedic personnel will be the responsibility of the principal contractor's appointed personnel such as the Construction Supervisor, First Aider, and Safety Officer. It is advised that all required emergency numbers be on hand and prominently displayed.as all contractors are registered an in

Good Standing with the Compensation Commissioner, it will be the responsibility of the contractor whose employee has been injured; too make the necessary report and claims to the Commissioner.

### **8.8.3 Accident and Incident Reporting and Investigation [OHSA 24, GAR 8, 9(1) & (2)]**

Should an incident or accident investigation need to be conducted, a competent person shall be appointed to conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9-“Recording and Investigation of incidents”. Particular attention is also drawn to OHSA 24, reporting of certain incidents to an inspector of the department of labour. The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the Client, Clients H& S Agent and contractors. The Client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

### **8.9 Contractors and Suppliers**

The client shall enter into an Agreement with Mandatory in terms of Section 37(2) of the OHS Act 85 of 1993, with all appointed principal contractors. Likewise all principal contractors shall enter in to a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicle or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competency and medical certification must be provided.

The principal Contractor shall ensure that all contractors are issued with this safety specification where *reasonable*. The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out OHSA .Contractors will be stopped from working in the event of unsafe conditions and activities being observed. All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

### **8.10 Personal Protective equipment, Intoxication, Signage and Access Control [GSR 2]**

#### **8.10.1 Personal Protective Equipment (PPE)[GSR 2]**

The principal contractor shall through the Risk Assessment process identify the specific PPE needs per activity. Contractors, as employers, will be responsible for the issue of the required PPE. Should PPE be lost or stolen, then the employee will be issued with new PPE. Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement. Training in the use of this shall be provided. Visitors shall be informed of PPE requirements prior to their visit so that they may enter the site.

#### **8.10.2 Intoxication [GSR 2A]**

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs.

### **8.10.3 Display of signs [GSR 2B]**

The principal contractor should make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

### **8.10.4 Access control [GSR 2C]**

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reason for this is as follows;

- The principal contractor is the employer on the site and all intents and purposes is responsible for section 8 of OHS Act of employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on site. This includes contractors, visitors, inspectors etc.
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system.
- The number of people and their purpose on the site must be known in case of emergency and evacuation
- Security reasons

### **8.11 Ladders [GSR 13A]**

**The following requirements shall be complied with regarding Ladders and Ladder Works:**

- A competent person shall be identified and appointed as ladder inspector
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking
- Ladders shall be secured at the top and choked at the base to prevent slipping.
- Where choking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

### **8.12 Pressure Equipment Regulations, 2009(Gas Bottles) [PER 2009]**

If gas bottle sets (Oxy-Acetylene for heating, cutting, welding) are used, these regulations, as required, shall be adhered to. Regular inspection of the sets shall be carried out. In particular;

- Only trained personnel shall operate such equipment.
- The construction Supervisor shall ensure operation of the equipment is in accordance with the HIRA requirements and Safe working Procedure (SWP) and /or method statement.
- All users shall undergo regular awareness training (toolbox) to ensure compliance.
- The Construction supervisor shall ensure the required PPE is used.

### **8.13 Portable Electric Tools [EMR 9]**

This regulation shall be complied with as a minimum requirement. Regular inspections of all Portable Electric Tools such as drill, angle grinder's etc. shall be carried out. In particular:

- Only trained personnel shall operate such equipment.

- The Construction Supervisor shall ensure operation of the equipment is in accordance with the HIRA requirements and Safe working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talks) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is used.

#### **8.14 Permit to work [including hot work]**

**The principal contractor shall be responsible to ensure that:**

- All work being carried out on site has been approved through the necessary project control system.
- Permit require from third parties such as vetting for security clearance
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations.

#### **8.15 Environmental Rules**

The contractor shall give effect to maintain all safeguards and standards and take such measures as may be necessary for the protection of the environment.

##### **8.15.1 Clearing**

The contractor shall comply with the following conditions and requirements for clearing:

- Follow the Occupational health and Safety Act, the Environmental Regulations for workplaces and Project EMP.
- Areas to be cleared will have boundaries clearly marked by tape, pegs or other means and will conform to limits on design drawings.
- No clearing is to occur without a written permit from the Engineer.
- Clearing will not commence until drainage control works are in place.
- Cleared vegetation should be windrowed along the contour to assist with erosion control.
- Any area which is not to be disturbed under requirements of the Cultural Heritage management Plan will be clearly identified.
- Vegetation clearance will be restricted to that necessary for the works.
- The Engineer is to be notified immediately if contaminated soil is discovered.
- Traffic shall be confined to maintained tracks and roads.
- Particular care shall be taken to minimise disturbance to the bed and banks of watercourses.

##### **8.15.2 Noise and Vibration**

The contractor shall ensure that each of its mobile and fixed plant and that of its subcontractor' are fitted with appropriate noise suppression equipment to ensure that noise levels from such plant are contained within the relevant limits prescribed by relevant industrial safety and environmental legislation, regulations and site standards. If there is a noise problem with electrical power generating equipment, compressors, or other facilities under the control of the contractor, additional noise suppression shall be erected by the Contractor at the Contractor's cost around the offending unit(s). Any deviation from the above listed practices is to be rectified at the Contractor's cost.



### **8.15.3 Transport, Storage and Handling of Hazardous Substances and Dangerous Goods**

The contractor shall comply with the following conditions and requirements for storing and handling hazardous and dangerous goods:

- Comply with HCS Regulations 14. The storage and handling of flammable and combustible liquids.
- Provide a list of hazardous substances and corresponding MSDS prior to bringing substances on Site.
- Substances register to be held at each storage facility.
- Corrosive materials to be stored and handled in accordance with HCS Regulation 14.
- Fuels, oils and substances in containers of 200 litres or more shall be stored in a bunded area with capacity of at least 110% of largest container/tank.
- Fuel, oils and substances in less than 200 litre drums shall be stored as above or in a fenced and roofed compound.
- All fuels, oils and substances must be clearly labelled.
- Transfer of bulk fuel and handling of hazardous substances shall be conducted only by appropriately trained personnel
- Spill clean-up kits including absorbent materials shall be kept at each storage facility.

### **8.15.4 Erosion and Oil Traps**

The Contractor shall comply with the following conditions and requirement for erosion, sedimentation, silt and oil traps:

- Land disturbance will be restricted to that necessary for the works.
- Topsoil will be salvaged for use in rehabilitation
- Storm water from upstream catchments will be diverted away from construction areas.
- Drains will be protected to prevent scouring if necessary.
- Sediment traps, silts fences or hay bales will be installed to control sediment where necessary and where directed by Engineer.
- Sediment traps will be cleaned periodically.

### **8.15.5 Dust Prevention**

The contractor shall comply with the following conditions and requirements for air quality and dust:

- Dust generated by construction activities will be suppressed by water spraying, to levels that are safe for Site personnel.
- Speed limits on unsealed roads will be limited to a maximum speed consistent with the minimisation of dust generation.
- Earthworks Supervisors must pay particular attention to the management of topsoil stripping such that dust does not become a safety hazard or severe nuisance.
- All dust complaints will be investigated promptly and appropriate action initiated to reduce nuisance.

### **8.15.6 Waste Management**

- The contractor shall provide suitable rubbish receptacles at the Site and shall ensure that all litter is collected in them and properly disposed of off Site in accordance with the requirements of the relevant statutory requirements
- The contractor shall ensure proper collection and off-site disposal of all industrial wastes in accordance with relevant statutory requirements.

- The contractor shall apply the principles of Waste Minimisation by reducing the amount of waste generated on Site by their operations and activities as much as possible. The contractor shall provide for cycling of glass, metals, plastics and papers.

#### **8.15.7 Weed management**

The contractor shall comply with the following conditions and requirements for weed management:

- Contractors shall ensure that all machinery, equipment and vehicles are washed down at a wash facility before the Site and again when leaving the site.
- Plants and soil shall not be removed from Site without authorisation.
- Soil or other material shall not be brought onto Site if it has originated from an area known to contain environmental weeds or declared weeds under the Rural land Protection act 1995.
- Areas disturbed or rehabilitated as part of a Contract will be inspected upon completion of the works. The Contractor shall eradicate any declared weeds found.
- Seeds used in rehabilitation shall be free of declared weeds
- Control measures (including use of herbicides) must be consistent with manufacture's recommendations, safe practice and recommendations in the Department of natural Resources Pest Fact series.
- Include information on the importance of weed control inductions.

**Any deviation from the above listed practices is to be rectified at Contractor's cost**

#### **8.15.8 Found Object**

All fossils, coins, articles, minerals of commercial value and objects of antiquity and structures and other remains and things of archaeological interest discovered at the Project site shall be deemed to be the absolute property of the Company. The Contractor shall take reasonable precautions to prevent the Contractor's employees, subcontractors and the employees of subcontractors and any other persons from removing and damaging any such article and thing and shall immediately upon discovery thereof acquaint the Engineer of such discovery and carry out, at the expense of the company and at the engineer's direction, the protection and or disposal of same,.

#### **8.16 Monitoring, Audit and Review**

- The Client's Agent/DPW Safety Manager shall have the right to conduct audits/inspections of the Contractor's operations, equipment and procedures at any time, and the Contractor shall fully co-operate with the client's agent during such audits/inspections.
- The client's agent rights under this clause shall not relieve the contractor of its obligations to conduct audits and reviews of its own safety and health performance.
- Where such Client's Agent/DPW Safety Manager audits reveal deficiency in the Contractor's procedure equipment, training, drills, etc. the contractor shall rectify such deficiencies as soon as practicable, and provide to the Client's agent a status report on all outstanding corrective actions. Where such deficiencies include an unsafe practice or breach of the Statutory or the Contract's requirements, the Client's Agents/DPW Safety Manager may in accordance with the general Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

## 8.17 Penalties and Fines

Any contractor employees who is found not adhering to the ESH specification, Site Ground Rules ,ESH Plan or any other statutory requirement, or who is observed committing unsafe acts or contributing to unsafe conditions will be issued with a Non-Conformance Report and the relevant Contract will be issued a fine according to the scale of fines nominated below.

**Contractor employees will also be reprimanded as per the relevant company HR procedures:**

- First transgression constitutes a **verbal warning**.
- Second transgression constitutes a **written warning**.
- Third transgression constitutes a **full disciplinary hearing** according to the company' HR procedures
- Any life-threatening unsafe act or unsafe condition must be treated as a Gross Neglect of Company Environmental, safety and Health Rules and Procedures and Disciplinary hearing shall be conducted to determine the root cause of the incident and the appropriate action which must be taken to prevent the similar unsafe situation from occurring in the future.

Copies of Non-Conformance Reports (NCR) and disciplinary hearings must be kept on record on the OHS File.

### 8.17.1 Offences and Penalties

All offences and penalties will be dealt according to CR (33)

## 9 Applications of the Construction Regulations [CR]

**[Please note; this is the complete list. Item 9.1 is compulsory and the rest are applicable if relevant to the work being carried out]**

### 9.1 Hazard Identification, Risk assessment and Risk Control (HIRA) [CR 9]

The contractor shall prior to the commencement of any construction work perform a HIRA exercise which will form part of the HSP and file for the project. A copy of HIRA shall be made available for viewing to the client's OHS agent and shall be kept in the Health and Safety File.

NB: The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

Below is the list of activities, which may be considered for HIRA if the activity is to be carried out on site. The list is not exhaustive but gives examples of activities for a construction site:

- Site security and access.
- Traffic management-restrictions etc.
- Activities that affect adjacent sites.
- Lifting operations such as offloading and moving equipment.
- Lifting equipment such as offloading and moving equipment
- Stacking, storage of equipment and materials, and good housekeeping.
- Use of hand tools
- Use of portable electric equipment(power tools)
- Use and storage of flammable and hazardous chemicals such as paint, adhesives, solvents, thinners, cement etc.

- Scaffolding.
- Painting.
- Welding.
- Electric installations.
- Mechanical installation.
- Waste management including removal of hazardous waste.
- Environmental restraints such as boundary noise and dust.
- Temporary site accommodation.
- General hazards to site personnel such as cleaning noise and dust.

**The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.**

### **9.6 Construction vehicle and mobile plant [CR 23]**

It will be the responsibility of each contractor on site to ensure compliance of their construction vehicles and mobile plant to these regulations.

This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off site.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular attention is drawn to the competence and fitness of the operator [section 1(d)] and the inspection of the equipment [section 1(j)].

### **9.7 Electrical Works [CR 24], including [EIR] and [EMR]**

The requirement of these regulations shall be met as required by the appointed electrical contractor. Competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24(d) and (e) respectively.

The person /Contractor who does electrical installation work as an electrical contractor shall be registered as an electrical contractor in terms of electrical Installations Regulations.

### **9.8 Use and storage of flammable liquids [CR 25], and hazardous chemical substances [HCSR]**

All the requirements of CR 16 shall be met.

In terms of HCSR, contractors shall ensure that all hazardous chemicals brought to site have Material Safety Data Sheet (MSDS) and the users are made aware of the important sections of the MSDS such as:

- Hazards
- First aid measures
- Fire fighting measures
- Accidental release measure

- Handling storage
- Exposure control especially PPE
- Disposal

First aider shall be made aware of the MSDS and how to treat HCS incidents appropriately. Copies of MSDS's will be available on site and in the HSF.

### **9.9 Housekeeping [CR 27] including [ERW (6)]**

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

### **9.10 Stacking and Storage of Materials [CR 28] including [GSR (8)]**

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principle as per these regulations.

### **9.11 Fire precautions [CR 29]**

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (1) the details of which will be imparted to contractors, visitors etc. through the site induction.

### **9.12 Construction employee welfare facilities [CR 30]**

The principal contractor shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Adequate toilets
- Hand wash facilities
- Drinkable water

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and cleared regularly.

## **10. Site Specific and Design Risks**

**[Please note; this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction process, as well as the hazards identified and listed below].**

### **10.1 Hazard Identification and Risk Assessment Methodology**

Once on site, every contractor shall perform task risk assessment, using the baseline risk assessment as a guide.

The Risk assessment should be reviewed once on site and thereafter after any incident, change in design or every one-year period, whichever occurs first. Additional hazards highlighted or change in the risk factor should have a separate risk assessment carried out and filed.

The risk assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazards.

### 10.1.1 Definitions

Term	Meaning
HAZARDS	Anything that can cause harm
RISK	The chance, great or small, that someone will be harmed by hazard
CONSEQUENCE	The possible outcome of an incident/ accident, e.g. broken leg, explosion.
PROBABILITY	The possibility of the accident/incident occurring

### 10.1.2 Risk Assessment

The following evaluation must be used to determine risk:

Probability X Consequence= RISK

### Risk Matrix

#### Calculating the risk

1. Take the consequences rating(1-5) and select the correct column
2. Take the likelihood rating(A-E) and select the correct row
3. Select the risk rating where the two ratings cross on the matrix below.

VH=Very, High=High, M= Medium, L=Low

		CONSEQUENCES				
		1	2	3	4	5
Likelihood	A	M	H	H	VH	VH
	B	M	M	H	H	VH
	C	L	M	H	H	VH
	D	L	L	M	M	H
	E	L	L	M	M	M

### 10.2 Site Specific risks

The following site-specific risks have been identified for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment.

#### 10.2.1 Traffic-restrictions, existing system, site traffic

Traffic accommodation must be arranged with the principal agent.

#### 10.2.2 Site security and access-this is controlled by principal contractor.

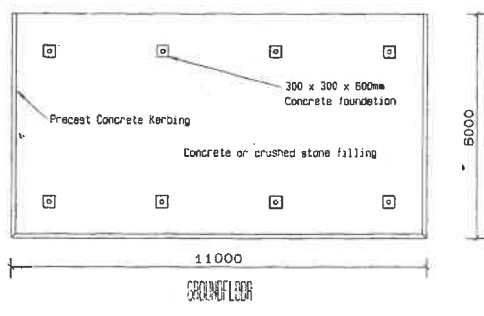
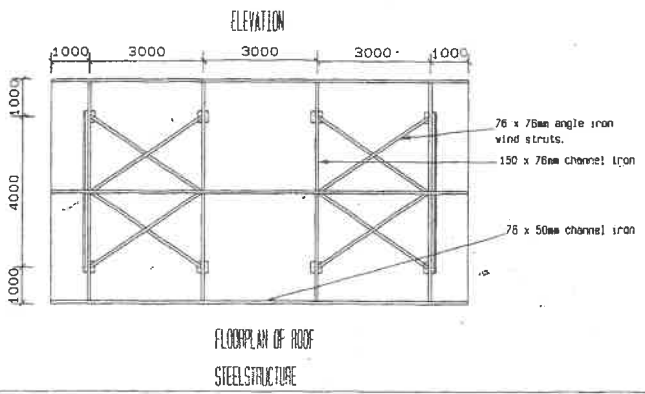
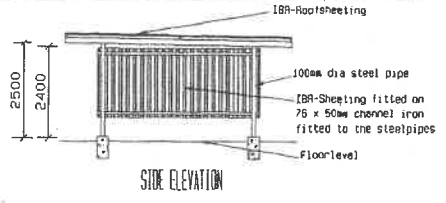
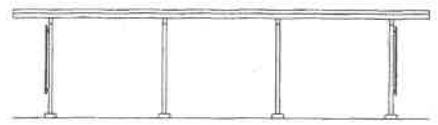
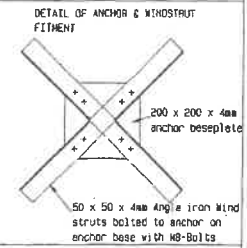
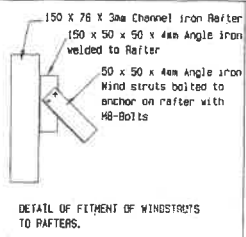
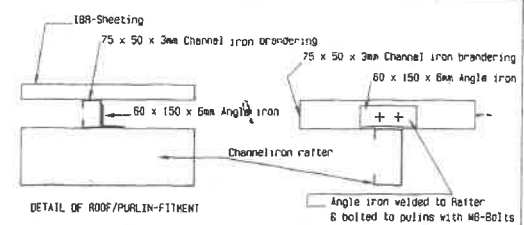
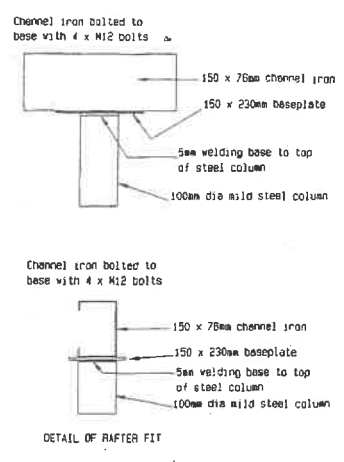
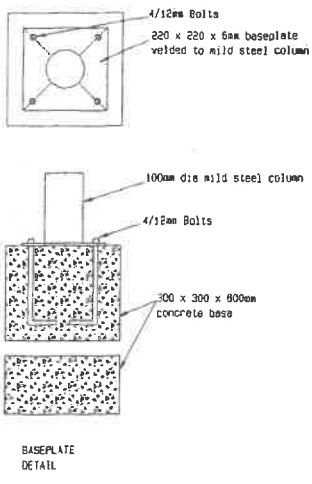
### **10.3 Design risks**

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment.

10.3.1 Electrical

10.3.2 Mechanical.

10.3.3 Civil Work



Project Name  
**STRUCTURAL**  
Drawing No.

Client  
Department of Public Works

Project Location  
**TYPICAL UNDERCOVER PARKING**

Author	Designer
Checked	Approved
Date	Scale
Project No.	Sheet No.
Client No.	Drawing No.

5493/12/P