



KWAZULU-NATAL PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

1 Cedara Road, Pietermaritzburg, 3200

KZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9100

Invitation to Tender – DARD 17/2023

KwaZulu-Natal– DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Suitable and capable service providers are invited to bid for the **Appointment of a suitable service provider to complete the outstanding civil works to operationalize the Bhambanana Red Meat Abattoir Project at Bhambanana Jozini Local Municipality within uMkhanyakude District Municipality in Kwa-Zulu Natal**

Department reserves the right to:

- (i) To accept part of a tender rather than the whole tender.
- (ii) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (iii) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (iv) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (v) **This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of a minimum of 5CE or higher.**

Contact Details for Enquiries

Queries relating to the issue of these documents may be addressed to

Administrative: Ms. Nompumelelo Dladla Tel. No. 033 355 9369: or Nompumelelo.Dladla@kzndard.gov.za
and

Technical: Ms. Sibongile Ndlela Tel. Tel. 072 956 7983 or Sibongile.Ndlela@kzndard.gov.za

The closing date and time for receipt of Tenders is **20 December 2023 at 11h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late Tender Proposals will not be accepted.

A compulsory briefing session will be held as follows:

Date: 05 December 2023

Time: 11:00

Meeting Point: Bhambanana Taxi Rank on 05 December 2023 starting at 10h30.

NB. Tender documents must be deposited at:

Department of Agriculture and Rural Development, 1 Cedara Road, Cedara 3200, Supply Chain Management Bid Box on or before 20 December 2023 at 11:00

KWAZULU-NATAL PROVINCIAL GOVERNMENT BIDDING FORMS

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**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DARD 17/2023	CLOSING DATE:	20/12/2023	CLOSING TIME:	11h00
DESCRIPTION	Appointment of a suitable service provider to complete the outstanding civil works to operationalize the Bhambanana Red Meat Abattoir Project at Bhambanana Jozini Local Municipality within Umkhanyakude District Municipality in Kwa-Zulu Natal				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nompumelelo Dladla		CONTACT PERSON	Ms. Sbongile Ndlela	
TELEPHONE NUMBER	033 355 9369		TELEPHONE NUMBER	072 956 7983	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	nompumelelo.dladla@kzndard.gov.za		E-MAIL ADDRESS	sibongile.ndlela@kzndard.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION A

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. Bidder must initial each and every page of the bid document.

SECTION B

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Instruction Note, all suppliers of goods and services to the State are required to register on the Central Suppliers Database.
2. Prospective suppliers should self-register on the CSD website www.csd.gov.za
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 - 3.1 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Central Suppliers Database, relating to changed particulars or circumstances.**
5. IF THE SUPPLIER IS NOT REGISTERED AT THE CLOSING TIME OF BID, THE SUPPLIER WILL BE DISQUALIFIED AT THE BID EVALUATION PROCESS.

SECTION C
DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE IS CORRECT AND UP TO DATE
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorized representative), WHO
REPRESENTS (state name of bidder)CSD Registration
Number.....

AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND
REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF
SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID
FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE
BASIS OF THIS BID.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE

DATE:

PART C

PRICING SCHEDULE
(Goods/Service/Work)

NAME OF BIDDER:	
CLOSING TIME: 11h00	CLOSING DATE: 20/12/2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	TOTAL BID PRICE IN RSA CURRENCY *(All applicable taxes included)
DARD 17/2023	Appointment of a suitable service provider to complete the outstanding civil works to operationalize the Bhambanana Red Meat Abattoir Project at Bhambanana Jozini Local Municipality within Umkhanyakude District Municipality in Kwa-Zulu Natal	

Amount in Words:

.....

.....

.....

.....

Official Company Stamp

Signature

SECTION D

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

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

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

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

*Delete if not applic

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	Unit Price	Total for each unit
1				
2				
3				
4				
SUB-TOTAL				
VAT AT 15%				
GRAND TOTAL (BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)				

- Required by:.....
- At:.....
- Brand and model.....
- Country of origin.....

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery.....
- Delivery: *Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**PRICING SCHEDULE
(Professional Services)**

Name of bidder..... Closing Time 11:00	Bid number..... Closing date.....
---	--

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

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY WITH ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....
.....	R.....	.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....	R.....	..... days
.....	R.....	..... days
.....	R.....	..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

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

Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R
.....	R
.....	R
.....	R
.....	R

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

.....

7. Estimated man-days for completion of project

.....

8. Are the rates quoted firm for the full period of contract?

*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

SECTION E

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 interest¹ 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

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:

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.

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 consortium² 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.
- 3.4 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.
- 3.5 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.
- 3.6 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

² 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.

SECTION F

SBD 6.1

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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **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 (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(Note to 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE entity which is 100% black owned	10	
An EME or QSE which is at least 51% women owned	10	
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

preference(s) shown and I acknowledge that:

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

..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
..... DATE:
..... ADDRESS:
.....

EME'S AND QSE'S MUST COMPLETE THE FOLLOWING APPLICABLE AFFIDAVIT FORM TO CLAIM PREFERENCE POINTS

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- I. before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name (If Applicable):	
Registration Number	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (c) who are citizens of the Republic of South Africa by birth or descent; or (d) who became citizens of the Republic of South Africa by naturalisation- III. before 27 April 1994; or IV. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	“Black Designated Groups means: (f) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (g) Black people who are youth as defined in the National Youth Commission Act of 1996; (h) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (i) Black people living in rural and under developed areas; (j) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

- I hereby declare under Oath that:
 - The Enterprise is _____% Black Owned as per Amended Code Series 100 of the amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as amended by Act No 46 of 2013,
 - The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good

Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise, which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: ____/____/____

Stamp

Signature of Commissioner of Oaths

SECTION G

SBD 7.1

CONTRACT FORM – GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....

2	.....

CONTRACT FORM – GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- 1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

SECTION H GENERAL CONDITIONS OF CONTRACT

i. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

ii. Application

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

iii. General

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

iv. Standards

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

v. Use of contract documents and information; inspection.

- 4.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 4.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

vi. Patent rights

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

7. Performance security

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

2. Inspections, tests and analyses

- 2.1 All pre-bidding testing will be for the account of the bidder.
- 2.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 2.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 2.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 2.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 2.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 2.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 2.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

2. Delivery and documents

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

3. Insurance

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

4. Transportation

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

5. Incidental Services

- a. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

6. Spare parts

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

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

7. Warranty

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

have against the supplier under the contract.

8. Payment

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

9. Prices

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

10. Contract amendments

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

11. Assignment

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

12. Subcontracts

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

13. Delays in the supplier's performance

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

14. Penalties

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

15. Termination for default

- a. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- b. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- c. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- d. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- e. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- f. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - a. the name and address of the supplier and / or person restricted by the purchaser;
 - b. the date of commencement of the restriction
 - c. the period of restriction; and
 - d. the reasons for the restriction.
- i. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- g. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

16. Anti-dumping and countervailing duties and rights

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

17. Force Majeure

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

18. Termination for insolvency

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

19. Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the

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

20. Limitation of liability

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

21. Governing language

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

22. Applicable law

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

23. Notices

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

24. Taxes and duties

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

25. National Industrial Participation (NIP) Programm

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

26. Prohibition of Restrictive practices

- a. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
 - b. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

SECTION I

SPECIAL CONDITIONS OF CONTRACT

This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017; the General Conditions of Contract (GCC) and the following applicable other Special Conditions of Contract.

The offers must remain valid for a period of 120 days from the closing date of the submission of bids.

1. **CONTRACT PERIOD**

1.1 The contract is for 6 months.

2. **EVALUATION CRITERIA**

There are three stages in the selection process, namely,

- a) Stage one: Administrative Compliance
- b) Stage two: Functionality Criteria
- c) Stage three: Price and specific goal

Ensuring that bids comply with administrative Compliance and the price and specific goal.

2.1. **Stage 1 - Administrative Compliance**

Check and verify compliance with the submission and completion of compulsory bid documents viz Annexure A, Sections A to Q.

Failure to comply with any of the sections contained in the bid document that constitute step one will render the bid invalid

2.2 **Preferential Point Evaluation**

2.1.1. This bid will be evaluated using the 80/20 preference point system.

3. **BID APPEAL TRIBUNAL**

PLEASE NOTE:

Any appeals regarding the award of this bid should be lodged within 5 working days from the date of the publication of bid results in the Government Tender Bulletin which is published every week on Friday and may be down loaded from the website www.tenderbulletin.gov.za.

The address provided for the lodging of appeals is:

The Chairperson
Bid Appeals Tribunal
Private Bag X9082
Pietermaritzburg
3200

FAX NO.: (033) 897 4501

SECTION J

AUTHORITY TO SIGN A BID

BIDDERS MUST COMPLETE THE RELEVANT APPLICABLE SECTION: A, B, C, D, E, F & G HEREUNDER

A. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at

.....Mr/Ms....., whose

signature appears below, has been authorised to sign all documents in connection with this bid

on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION: (PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES:

1.

2.

B. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on.....20....., Mr/Mrs.....

..... (whose signature appears

below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES:

- 1.
- 2.

C. SOLE PROPRIETOR (ONE – PERSON BUSINESS)

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

.....

.....
SIGNATURE

.....
DATE

D. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....
.....

We, the undersigned partners in the business trading as.....
hereby authoriseto sign this bid as well as any
contract resulting from the bid and any other documents and correspondence in connection
with this bid and /or contract on behalf of

.....
SIGNATURE	SIGNATURE	SIGNATURE

.....
DATE	DATE	DATE

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20..... at

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES:

1.

2.

F JOINT VENTURE

If a Bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of the enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....,

Mr/Mrs....., Mr/Mrs.....

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

(PRINT NAME)

SIGNATURE:

DATE:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorized representatives of concerned enterprises, authorizing the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....,

Mr/Mrs..... and Mr/Mrs..... (whose signatures appears below) has been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE:

DATE:

SECTION K
TERMS OF REFERENCE

**APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO COMPLETE THE
OUTSTANDING CIVIL WORKS TO OPERATIONALIZE THE BHAMBANANA RED MEAT
ABATTOIR PROJECT AT BHAMBANANA JOZINI LOCAL MUNICIPALITY WITHIN
UMKHANYAKUDE DISTRICT MUNICIPALITY IN KWAZULU NATAL**

DISCLAIMER

[1] COMPLETENESS OF THE DOCUMENT

The information regarding project site condition, and site information supplied, is provided in good faith for the contractor's convenience as an indication of conditions likely to be encountered. No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials. The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

[2] APPLICABLE STANDARDS

The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SANS 1200) shall apply to this Contract together with additional amendments as set out herein. The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

[3] CONTRACT DOCUMENTS

- 3.1 This document must be read in conjunction with the General Conditions for Construction works (GCC, 3rd edition of 2015), which will govern the implementation of the works. The contractor is presumed to possess a copy of this document and/or have a working knowledge of its conditions.
- 3.2 In addition, the attached drawing (See Annexure F - List of Drawings), as well as the Special Conditions and Project Particular Specifications (PPS) and these Terms of Reference are deemed to be part of the contract documentation.
- 3.3 If the contractor has the impression that the information provided in the drawings and the technical specifications and/or Bill of Quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at before the commencement of any construction. The same applies for any other purported differences between these documents.

1 **BACKGROUND**

The abattoir project is located at Bhambanana in UMkhanyakude. UMkhanyakude District Municipality is facing the tough socio economic reality, characterized by high levels of unemployment, poor education and widespread poverty. The main economic sector in the area is Agriculture of which livestock farming is significantly prevalent.

Through the livestock sector study in 2004, the Department of Economic Development (DED) identified value-adding facilities for livestock products as a potential income driver in the region. Central to the studies recommendation was the construction and establishment of an abattoir.

The Department of Agriculture and Rural Development in KwaZulu Natal (DARD KZN) appointed the Department of Public Works in KwaZulu Natal (DOPW KZN) as implementing agent. The scope of work was the Construction of an abattoir and to facilitate operation.

Works completion was estimated at 99% as on 19 July 2016. Licensing of the abattoir was rejected by Veterinary Public Health (VPH) due to the non-compliances in certain design and operational elements that were picked up by the Veterinary Services.

2 **INTRODUCTION**

Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered. The Bidder is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid, as no claims arising from any incorrect interpretation will be admitted.

3 **SCOPE OF SERVICE**

The **DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT** wishes to appoint a suitably qualified and competent Service Provider/s to undertake the **CONSTRUCTION OF OUTSTANDING CIVIL WORKS TO OPERATIONALIZE THE BHAMBANANA RED MEAT ABATTOIR PROJECT**

The scope of works for the contract covers the following: Working with VPH officials for all non-conformances to ensure the abattoir is registered in line with the standards of the Red Meat Regulations of 2004, under the Meat Safety Act (Act 40 of 2000).

3.1 Structural Works

- Providing variable ramp heights for different vehicles when Offloading Animals at the loading bay.
- Rectification and conformation of emergency slaughter ramp, entry and hoisting of carcass.
- Installation of emergency slaughter rail and transfer options.
- Rectification of all platform positions and supply and installation of platform hand wash basins and sterilizers.
- Demarcation, supply, and installation of all equipment for ante chambers for clean and dirty staff entrances.
- Supply, delivery and installation of all necessary equipment for all auxiliary rooms.
- Lighting at 220 Lux in work areas and installation of 540Lux lighting at all inspection points.
- To ensure transfer rail heights and dressing rail heights on bovine slaughter line at 3.4m from ground. Height to be same throughout chillers, deboning and DFI.
- Provision in the rough offal room including supply, delivery and installation of all equipment needed for washing of offal and disposal of rumen contents.
- To ensure all doors in the abattoir are self-closing
- All taps on hand washbasins to be knee or foot operated.
- Supply, delivery and installation of equipment for additional water points for hand wash basins and for cleaning of abattoir.
- Evaluate and rectify slaughter floor drainage system as required
- Supply, delivery and installation of equipment for washing trucks in dirty (off- loading) and clean areas (dispatch).

4 PROJECT LOCATION

- 4.1 The office of the Employer to which this contract applies is located at the head office of the Employer at the physical address in 01 Cedara Road. The Service Provider shall execute all work in relation to this project in its own offices.
- 4.2 The site location of the project is Bhambanana abattoir located approximately 1km west of Bhambanana town and approximately 40km North East of Jozini town in the following coordinate 27°06'03.74"S 32°09'10.55E

SPECIAL TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 Bidders must ensure that they are fully aware of all the Terms and Conditions contained in this bid document. Only bidders that fully meet the prequalification shall be considered.
- 1.2 The Bidder is required to check the number of consecutively numbered pages. Should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the Bidder must ascertain the true meaning or intent of the same prior to the submission of his/her Bid. No claims arising from any incorrect interpretation will be admitted.

2 ACCEPTANCE OF BID

- 2.1 The Department is under no obligation to accept any bid.

3 AMENDMENT OF CONTRACT

- 3.1 Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties, subject to the Department approval.

4 AWARD

- 4.1 This bid as per attached specification will be awarded to one (1) service provider.
- 4.2 Bidders must price for all items. Failure to comply will result in disqualification.

5 BASIS OF QUANTITIES

- 5.1 Quantities are as reflected on the Bill of Quantities as attached as the annexure.

6 CHANGE OF ADDRESS

- 6.1 Bidders must advise the Departmental Supply Chain Management, Contract Administration should their ownership or address (domicilium citandi et. executandi) details change from the time of bidding to the expiry of the contract.

7 COMPETENCY OF THE SERVICE PROVIDER

- 7.1 The contractor is to submit evidence of his/her OWN Active registration.
- 7.2 For evaluation processes, the Department shall apply the evaluation criteria as outlined in the Bid Evaluation Criteria of this bid.
- 7.3 It shall be vital for the appointed supplier to have sufficient financial resources and capacity to finance and execute as per terms and conditions of the contract.

8 COMPULSORY SITE BRIEFING

- 8.1 A compulsory site-briefing meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any bid. The date and time of the meeting will be published in the Bid Advertisement.

9 COUNTER OFFERS

9.1 Counter offers shall not be considered.

10 DELIVERY CONDITIONS

10.1 Delivery of services must be made in accordance with the instructions appearing on the official purchase order.

10.2 All deliveries or dispatches must be accompanied by a delivery note stating the official purchase order number against the delivery that has been affected.

10.3 In respect of items awarded to them, contractors must adhere strictly to the delivery periods stipulated by them in their bid document.

10.4 The instructions appearing on the official purchase order form regarding the supply, dispatch and submission of invoices must be strictly adhered to.

10.5 All invoices submitted must be original.

10.6 Deliveries not complying with the order form shall be returned to the contractor at the contractor's expense.

10.7 No locally manufactured product may be substituted during the contract period with an imported product, and vice versa, without prior approval of the Departmental Bid Adjudication Committee.

11 DETAILS OF CONSTRUCTION CONTRACTS AWARDED TO THE BIDDER PAST/CURRENT (ANNEXURE E)

11.1 The bidder must furnish the following details of all verifiable past and current irrigation installation contracts.

11.1.1 Date of commencement of contract/s;

11.1.2 Value per contract; and

11.1.3 Contract details, which includes with whom held, phone number and Address/s of the companies.

12 ENTERING OF DEPARTMENTAL OFFICES

12.1 No representative from a company shall be permitted to enter Departmental premises, buildings or containers where stores are kept unless the responsible official in charge of stores accompanies him / her.

13 EQUAL BIDS

13.1 If functionality is part of the evaluation process and two or more bidders score equal total points and equal points for specific goals, the contract must be awarded to the bidder that scored the highest points for functionality.

13.2 If two or more bidders score equal total points in all respects, the award shall be decided by the drawing of lots.

14 INVOICES

- 14.1 All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.
- 14.2 A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:
- 14.2.1 The name, address and registration number of the supplier;
- 14.2.2 The name and address of the recipient;
- 14.2.3 An individual serialized number and the date upon which the tax invoice is issued;
- 14.2.4 A description of the goods or services supplied;
- 14.2.5 The quantity or volume of the goods or services supplied;
- 14.2.6 The value of the supply, the amount of tax charged and the consideration for the supply; or
- 14.2.7 Where the amount of tax charged is calculated by applying the tax fraction to the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

15 IRREGULARITIES

- 15.1 Companies are encouraged to advise the Department timeously of any possible irregularities which might come to their notice in connection with this or other contracts.

16 JOINT VENTURES

- 17 Should this bid be submitted by a joint venture, the joint venture agreement must accompany the bid document before the closing date and time of the BID. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.
- 18 The non-submission of a BBBEE Certificate by a trust, consortium or joint venture shall result in zero (0) points being allocated for specific goal
- 19 Each party to a Joint Venture/ Consortium must submit an original valid Tax Clearance Certificate together with the bid before the closing date and time of bid.
- 20 The joint venture or consortium must submit a formal agreement that outlines the roles and responsibilities of each member of the joint venture or consortium, nomination of an authorised person to represent the joint venture or consortium in all matters relating to this bid and the details of the bank account for payments to be effected.
- 21 The joint venture or consortium must comply with Central Suppliers Database (CSD) registration requirements as per National Treasury

22 LATE BIDS

- 22.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 22.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation

23 NOTIFICATION OF AWARD OF BID

- 23.1 The successful bidder shall be notified via an advert in the same media as the invitation to tender.

24 PAYMENT FOR SUPPLIES AND SERVICES

- 24.1 A contractor shall be paid by the Department in accordance with supplies delivered and services rendered.
- 24.2 Should a contractor indicate a special discount on his/her account provided payment is made within a certain time, the Department shall make every effort to take advantage of such discount.
- 24.3 Any query concerning the non-payment of accounts must be directed to the Department. The following protocol shall apply if accounts are queried:
 - 24.4 Contact must be made with the officer-in-charge of the District office;
 - 24.5 If there is no response from the District office, the Director: Finance must be contacted;
 - 24.6 Information as contained on the Central Suppliers Database must be valid/correct. Non-compliance with Tax Requirements shall affect payment.

25 PERIOD OF CONTRACT

- 25.1 The contract is to be implemented in six (6) calendar months effective from the site handing over date to the contractor.

26 QUALITY CONTROL/ TESTING OF PRODUCTS

- 26.1 The Department reserves the right to inspect and verify the quality and specifications of the supplied materials and equipment, as well as other items listed on the Bill of Quantities, before construction and/or installation. In case of deviations in terms of dimensions, strength, numbers or otherwise, the Contractor shall replace these goods for the correct ones at his/her own expense.
- 26.2 The same replacement obligation to the Contractor would apply during the construction phase.
- 26.3 In the case of sustained or repeated non-adherence to the specifications of the materials and/or equipment, as well as in the case of general negligence during the implementation process, the contract may be cancelled. The Department will in such cases seek compensation from the contractor for the estimated costs for completion.
- 26.4 In cases of deliberate negligence or unwillingness to adhere to the Departmental specifications, the Service provider will be reported to the Provincial and/or National Treasury for listing on the restricted section of the Central Suppliers database.

27 ORDER OF PRECEDENCE

27.1 This invitation to bid/quote is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the *Treasury Regulations* and shall be subject to the provisions of the *National Treasury Government Procurement General Conditions of Contract* (July 2010).

27.2 The Special Terms and Conditions are supplementary to that of the General Conditions of Contract. Where, however, the Special Terms and Conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions shall prevail.

28 SUPPLIERS DATABASE REGISTRATION

28.1 A bidder submitting an offer must be registered on the Central Suppliers Database at National Treasury. A bidder who has submitted an offer and is not registered on the Central Suppliers Database shall not be considered at the time of award. No pending registrations shall be considered.

28.2 A Joint Venture/Consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

28.3 NB: If a bidder is found to be employed by the State and is on the Central Suppliers database, the bidder shall be disqualified.

29 TAX AND DUTIES

29.1 During quotation stage, prices offered and paid must include all customs, excise and import duties, and any other tariffs or taxes levied by the government or statutory body having jurisdiction on the goods provided under this contract, including Value Added Tax (applicable at the current rate).

30 TAX COMPLIANCE PIN

30.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.

30.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

31 UNSATISFACTORY PERFORMANCE

- 31.1 Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.
- 31.2 The Departmental official shall warn the contractor in writing that action shall be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (7 days minimum).
- 31.3 If the Contractor fails to commence the Works or to proceed with and complete the Works in compliance with the projected timeframes, the Head of Department or his/her representative shall take action in terms of its his/her delegated powers and adopt and exercise one of the following courses wholly or partly, viz: -
 - 31.3.1 To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites,
 - 31.3.2 To make a recommendation to the Accounting Officer for cancellation of the contract concerned.
 - 31.3.3 To Contract or Contracts by calling for Bids or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- 31.4 In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.
- 31.5 When correspondence is addressed to the contractor, reference shall be made to the contract number/ item number/s and an explanation of the complaint.

32 VALIDITY PERIOD OF BID AND EXTENSION THEREOF

- 32.1 The validity (binding) period for the bid shall be 120 days from close of bid. However, circumstances may arise whereby the Department will request bidders to extend the validity (binding) period. Should this occur, the Department shall request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request shall be done before the expiry of the original validity (binding) period.

33 VALUE ADDED TAX (VAT)

33.1 Bid prices must be inclusive of 15% VAT.

33.2 Bidders who make taxable supplies in excess of R1 million in any 12-month consecutive period are liable for compulsory VAT registration, but a person may also choose to register voluntarily provided that the minimum threshold of R50 000 (as of 1 March 2010) has been exceeded in the past 12-month period. Bidders who meet the above requirement must register as VAT vendors, if successful, within one month of award of the bid.

33.3 For the purposes of calculating preference points, VAT shall not be considered during quotation process.

34 SERVICE LEVEL AGREEMENT

34.1 The successful Bidder and the Department will sign a Service Level Agreement (SLA) prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid.

34.2 The *Special Terms and Conditions (STC)*, the *Standard Technical Specifications (STS)* and the *Project Specifications (PSS)* as listed in this bid document, together with the *Drawings*, are deemed to form part of the SLA.

35 COMMENCEMENT OF THE WORK

35.1 Site establishment must start within two (2) weeks, and the actual works within three weeks after hand-over of the site, provided that;

35.1.1 An official order has been issued;

35.1.2 The contractor is in possession of all relevant documentation required for works execution;

35.1.3 No exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail.

35.2 In case work has not commenced within two (2) weeks of the site hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract.

36 HANDOVER OF SITE TO THE CONTRACTOR

36.1 The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site handover will be the official start of the construction period, and the work will have to be completed within the period stipulated in clause 59 ("Completion period and rate of progress")

36.2 The site will be handed back at works completion after a final inspection by the Engineer revealed no outstanding patent defects.

36.3 The Contractor will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site.

36.4 The Contractor is responsible in the administration, control and security on the site at all times during the contract duration.

37 WATER AND POWER

37.1 The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

38 LOCATION OF CAMP

38.1 The Contractor's camp may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and landowners.

38.2 No persons other than a night watchman may sleep in the camp, without the approval of the local relevant Stakeholder.

39 HOUSING OF CONTRACTOR'S EMPLOYEES

39.1 The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants.

39.2 The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

40 LABOUR SOURCE & CAPACITY

40.1 The Contractor will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce an acceptable quality of workmanship.

40.2 The contractor is encouraged to source unskilled labour from the project participants or local community. The Contractor and the Departmental representative (Engineer or local Agricultural adviser) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.

40.3 The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

41 SECURITY & RISK

41.1 No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.

41.2 The Contractor shall also be responsible for safeguarding all plants, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise, no allocations will be made in terms of finances or time.

42 MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

42.1 The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.

42.2 All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.

42.3 The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and have been officially accepted by the Department.

43 EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

43.1 The Contractor is advised that he will be held responsible for any damage to the existing pavings, roads, municipal pavements, fences, boundary walls, etc., and will have to repair such damage at his expense

44 DAMAGE TO PROPERTY

44.1 If the Contractor or his/her employees, while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Department, or any private property including: buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department on which he or they may be employed, the Contractor will be required to repair, in a perfect and workmanlike manner, at own expense all damage to the approval of the Department. The Completion Certificate will not be issued until the Department is satisfied that all necessary remedial work has been satisfactorily completed

44.2 The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

45 UNDERGROUND CABLES AND PIPES

45.1 If such services are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.

45.2 Should the Contractor damage underground cable or pipes, such damage shall be repaired as soon and safely as possible by the Contractor.

45.3 The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

46 DAILY RAINFALL RECORDS

46.1 Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, the Engineer is under no obligation to grant extension of the completion period for inclement weather.

47 INSPECTION OF WORK

- 47.1 The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 47.2 The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.

48 NOTICE OF COVERING WORK

- 48.1 The Contractor shall give due notice to the engineer whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered.
- 48.2 If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineer.

49 SUB-CONTRACTED WORK

- 49.1 The contractor shall not sub-contract the entire contract. Contractors are not allowed to s The contractor must indicate in *Annexure C – Additional Information: Subcontracted Works* which part(s), if any, (s)he intends to subcontract.
- 49.2 If the appointed service provider is not a specialist in any of the mentioned activities, he/she shall sub-contract such work to Specialist Company.
- 49.3 Contractor to submit name of the modular housing specialist in Annexure C2.
- 49.4 Sub- contracting shall not relieve the contractor from any liability or obligation under the contract and she/he shall be liable for the acts, defaults and neglects of any sub-contractor, his/her agent or employees as fully as if they were the acts, defaults or neglects of the contractor.

50 INSURANCE

- 50.1 All accepted approved contractors would be required to provide the following insurances for the project awarded to them:
- 50.1.1 Insurance against damage, destruction or loss to 50% of the value of the contract.
- 50.1.2 Public Liability insurance.
- 50.1.3 All risks (works) policy and Political.
- 50.2 The Contractor shall provide the Engineer with proof that Insurance has been obtained for the contract period.

51 PROTECTION OF THE PUBLIC

- 51.1 Bidders including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto. Financial provision shall therefore be made by each Bidder for, inter alia, the following:
- Carrying out and documenting risk assessments of all work to be carried out under the contract.

- Preparation of safe work procedures.
 - Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
 - Regular updating of all of the foregoing.
 - Provision of medical certificates of employees.
 - Provision of PPE and protective clothing for employees
 - Complying with all H&S requirements for the duration of the contract.
 - Provision of forced ventilation (as required when working in confined spaces).
 - The completion and checking of the safety file upon completion of the works and handing it over to the Department.

51.2 To enable the Department to appraise the allowances that Bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items have been included in the Bill of Quantities for Health and Safety.

51.3 Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

51.4 The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements.

52 INJURY TO PERSONS

52.1 The Contractor shall be liable for and shall indemnify the department in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

53 DISAGREEMENTS

53.1 Notice of disagreement. The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

53.2 Ruling on disagreements. The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so. The Engineer shall provide such a ruling with as little delay as possible. During the response time the Contractor shall not alter the status of the works under contention.

54 PRICING - COMPLETENESS OF BID

- 54.1 Bidders are required to Bid for all services, products and commissioning as specified in this document and associated plans. If he/she does not bid on all items, his/her bid will be rejected.
- 54.2 All bid/quoted prices for separate items are to be in South African currency and must exclude VAT.
- 54.3 All items as described in the project specification are to be priced in full.
- 54.4 Transport/Delivery costs must be included in the pricing if the Pricing Schedule does not list them separately.
- 54.5 VAT must be filled in as the sub total followed by the complete price for the entire project.
- 54.6 The Bid price page must be signed by a person legally authorized to do so.

55 QUANTITIES OF WORK

- 55.1 The Contractor shall receive payment only for the works actually executed and approved by the Engineer.

56 PROGRESS PAYMENTS

- 56.1 Payment shall only be made for claims that are commensurate with the works actually executed and complete.
- 56.2 Payment will only be made against the construction progress as pertaining to built/installed items. Movable items and materials on site are generally excluded from progress payments until they have been fully installed or fitted or built up.
- 56.3 If any item or part of an item in an invoice is disputed, the Engineer shall give notice to the contractor explaining the disputed item and request for re-measurement.
- 56.4 Part payments will be made after the Engineer has approved the work and will be made in accordance with the Retention clause (58).
- 56.5 The penultimate payment occurs after practical works completion. The final payment will be made after the 12 months liability period when the contractor has dealt with all defects, if any.

57 COMPLETION OF THE WORKS

- 57.1 Work completion will be established over three stages.
 - 57.1.1 Practical completion - This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. Patent defects are defects that are visible or discoverable upon an ordinary and proper inspection.
 - 57.1.2 Works completion - This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of his/her retention money.
 - 57.1.3 Final completion - Final Completion occurs 12 months after Works completion, after expiry of the liability period.

58 RETENTION

58.1 A 10% retention will be withheld on payment for duration of the construction.

58.2 The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at works completion of the works. The remainder, viz 5%, will be paid out at final completion after expiry of the defect liability period 12 months after practical completion), the bidder having eliminated all defects.

58.3 In some instances, the Engineer may decide to shorten this period in order to allow all payments to be completed within the financial year. However, this is not a given and the Contractor will be notified during the course of the construction if such would be the case.

59 DEFECT LIABILITY PERIOD

59.1 The defect liability period is 12 calendar months calculated from the date of works Completion.

51.1. The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

60 CONTINGENCIES

60.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. Such approval must be in line with SCM Delegations.

61 PERIOD OF COMPLETION & RATE OF PROGRESS

- 61.1 The project has to reach practical completion within 6 calendar months of award of the contract (180 calendar days)
- 61.2 If the Works are delayed by any cause beyond the Contractor's control, the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.
- 61.3 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (1) of this clause.
- 61.4 The date of completion will be extended only to the extent approved by the Department.
- 61.5 Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided shall not be exceeded.
- 61.6 When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

62 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 62.1 If the contractor does not complete the work within the time stipulated and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance.
- 62.2 If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value.
- 62.3 The department will deduct a penalty for late completion of up to 0.05% of the contract value per working day delay. This will be deducted from the retention.

63 Project monitoring

- 63.1 The Department will appoint the consultant to conduct the construction monitoring of the project.
- 63.2 The consultant must make available construction monitoring staff for Level 2, (Full-time), monitoring Structural Technician as well as Level 1 (part time) Registered Professional Structural Engineer.
- 63.3 The competence and experience of the tenderer's proposed site personnel.
- 63.4 The Employer shall be entitled to instruct the Service Provider to remove from the Works any person employed by the Service Provider on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Employer, on reasonable grounds, to be undesirable.
- 63.5 The unit of measure shall be the rate per calendar month (pro rata for part of a month). Payment shall only be applicable for the period actually established on site

and shall in no instance be prior to the date of official handover of the Works to the Contractor or after the date of issue of the Certificate of Completion for the Works contract. The rates tendered for the relevant site staff shall include full compensation for all costs including, inter alia, the following:

- Salary
- Additional allowances
- Bonuses
- Leave and sick leave
- All company contributions such as provident fund, group life benefits, medical aid etc.
- Levies
- Relocation cost and accommodation
- Travelling
- Handling cost and profit.

63.6 Payment for personnel shall exclude any periods of leave or sick leave. Time sheets for staff shall be included in the monthly fee account submitted to the Employer for payment. Replacement of staff as a result of any extended period of leave or sick leave outside of the normal contractor's year end break shall be to the approval of the Employer.

63.7 No separate payment shall be made for the transport of the full time construction monitoring staff, and the cost of the transport shall be deemed to be included in the monthly rate tendered for the provision of the staff.

PROJECT PARTICULAR SPECIFICATION

64 PROJECT PARTICULAR SPECIFICATIONS

The following work related to the Non-conformances of Bhambanana Abattoir are explained below.

64.1 Raising of the Bleeding Line from Slaughter Point Bleeding area

The height of the bleeding rail was rectified to 4.4 m from the ground, however the rail needs to be extended to the transfer rail (bleeding to dressing) and the transfer hoist installed.

64.2 Emergency Slaughter Line

The existing setup does not include any Slaughter line, or hoist mechanism for the emergency slaughtering of injured animals. The following is suggested:

An additional I Beam support can be attached to the Main structural frame in close proximity to the Emergency Loading Ramp. This can be a dedicated line and support for emergency slaughtering of animals. This will be positioned next to the Bleeding rail but with a sufficient distance between the 2 lines. A hoist will have to be supplied and installed for lifting the carcass on to the line. The hoist can be attached to the I Beam.

Additional Slaughter line equipment will have to be Supplied and installed. A Transfer mechanism for transferring the carcass from the emergency line onto the main beef line will also have to be supplied and installed.

64.3 Raising of Transfer rails and dressing Rails to 3.4m Clearance

The beef dressing rails do not meet VPH requirements of a minimum clearance of 3.4m in all areas. Rails from transfer rail to carcass splitting area have been rectified, rails beyond this point drop to less than 3m. The rail height must be raised to 3.4m beyond the splitting area and throughout the chillers, freezer, deboning and DFI room.

64.4 Modification of Platforms

The current position of the beef inspection platform is correct, however, the height does not allow for ease of operation. The Platform is pre constructed with steel and galvanized. The raising of the platform will require fabrication of steel to allow for raising of height with levelling mechanisms to ensure platform is level. The plumbing fittings for the sterilizer and drains will also have to be adjusted to incorporate the raised height. The exact suitable height will have to be confirmed by VPH officials and the regulations of the Red Meat Act of 2004.

The brisket cutter is installed and fitted onto the offal platform. The positioning is incorrect. The brisket cutter along with all the fittings and sterilizer need to be shifted next to the platform at a lower position. This will allow for ease of operation. The Brisket cutter is mounted onto the main I beam. This requires in or fabrication in order to just change the position along the supporting I beam such that the position can be moved. The related plumbing fittings and piping for the sterilizer will also have to be moved and shifted.

All platforms must have foot/knee operated hand wash basins and hot water sterilizers.

64.5 Auxiliary Rooms

Auxiliary rooms must be separated from main slaughter floor by chutes with self-closing hatches. Heads and feet room must be equipped to store heads and feet off the ground. A paunch table will need to be positioned to allow for the transference of the offal from the sloped passage and onto the paunch table for cleaning of the offal. All other equipment related to cleaning of the rough offal must be provided, including sufficient water points. A hatch in the wall will also need to be made in order to allow for the waste from the Paunch table to be collected outside the building, the hatch must be self closing. All auxiliary rooms need to be fitted with knee/foot operated hand wash basins and have access to water points for cleaning. The offal and heads/feet room require hot water sterilizers.

64.6 Lairaging Ramps and Race Platform

The Loading ramps that are present at the abattoir do not allow for different types of vehicles. A lairaging ramp mechanism will therefore have to be provided that will allow for loading and offloading of animal from different vehicles at different heights. The race platform that leads to the slaughter area is finished in smooth concrete. Cleats will have to be constructed on the race platform in order to prevent the animals from slipping. The race platform passage leading to the crush box needs to have solid sides, the railings will have to be covered with a material that is durable, but will not cause injury or excessive noise.

64.7 Ante Chambers

Currently there is no specific ante - chambers for persons entering the abattoir. The design plans did make provision for an ante- chamber however; there is no clear characterisation of the rooms with no doors or labelling present.

64.7.1 Ante Chamber Dirty Side

A labelled washable self-closing door will have to be installed between the antechamber and the abattoir. All sundry equipment relating to the ante- chamber such as; Apron washer, boot

washer, apron rack, boot rack, hand wash basin etc. will have to be installed into the room together with all related plumbing and drain fittings. For the dirty chamber, it is important to note that this is the station whereby all the abattoir working will be entering and exiting from. A general awning will have to be installed for worker on the exterior of the abattoir building at the entrance of the dirty ante-chamber.

64.7.2 Ante Chamber clean Side

A clean side ante- chamber for the abattoir is also not specifically identified. For the clean side it is not necessary for a door to be installed due to the fact that there is an existing door that leads from the office facility into the abattoir floor. All sundry equipment relating to the ante-chamber such as; Apron washer, boot washer, apron rack, boot rack, hand wash basin etc. will have to be installed into the room together with all related plumbing and drain fittings. The existing wash basins are not knee operated and will have to be removed and a knee operated wash basin will have to be installed.

64.8 Doors

All existing doors for the abattoir are wooden that are varnished for durability and washability. The doors however do not have self-closing mechanisms installed. Each door entrance into the abattoir floor will have to be installed with a self-closing mechanisms. In the double doorways that allow for passage/transporting of the carcass, both doors will have to have self-closing mechanisms. The total amount of doors that need to be installed with self-closing mechanisms are 15. All doors must be vermin proof.

64.9 Electrical Work

The Red Meat Regulations specify that lighting in the abattoir needs to be 220Lux. All lighting in the abattoir is fitted and installed but the Lux output is not verified. All lights in the abattoir therefore need to be checked for Lux output and if the 220lux is not met, then all lights need to be changed to meet the 220 lux output. The regulations state that all Inspection points need to be fitted with 540Lux lights. Currently there are no lights installed for the inspections points. There are 5 inspection points on the abattoir floor. The head and feet Inspection, the offal inspection for beef and sheep, the carcass inspection for beef and sheep. The lights need to be installed and fitted together with all wiring, switches etc.

64.10 Water Supply for cleaning

Water points capable of supplying hot water of at least 40°C must be available throughout the abattoir for cleaning purposes. Positioning of water points must allow for all areas in and around the abattoir to have easy access to water as needed while still retaining the integrity of the clean

and dirty separation work areas in the abattoir. Hoses and hose reels to be procured and installed, unless drop hoses are installed. Hose reels must have a minimum clearance of 50mm from the wall.

64.11 Floor drainage

The drainage throughout the slaughter floor must be such that the floors are sloped at a gradient not less than 1:60 towards drainage points or channels. Must ensure channels drain from clean to dirty and have grates or covers over them.

65 Operational Specifications

- Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analyses, tests and site or other investigations, as well as approvals where such are required and arranging for these to be carried out at the client's expense.
- Assess waste disposal systems and develop waste disposal plan including :
- Collection, transport and disposal / treatment of blood, adequate equipment to be provided.
- Disposal of rumen contents, equipment for collecting rumen contents outside offal room and transporting to disposal site. Method of disposal for rumen contents.
- Settling ponds, re-establishing ponds, to determine if the ponds are feasible in this case, and compliance requirements for the use of the ponds. Ensure all components are functional within system.
- Assess all plumbing, drainage and water storage equipment, structures and functionality. Daily water supply, quantity and quality to be confirmed. Full SANS 241 drinking water assessment to be done.
- Repairing or replacing any non – functional, broken items in consultation with the client.
- Load bearing capacity of bleeding and dressing rails to be assessed and certified.
- Test and commission all works done.

66 GENERAL TECHNICAL SPECIFICATIONS

66.1 Applicable Standardized Specifications

Although not bound in or issued with this document, the following SANS 1200 Standardized Specification for Civil Engineering Construction as approved by the Council of the South African Bureau of Standards shall apply to this Contract. The Contractor shall be in possession of these Standardized Specifications and their related SANS 0120 Code of Practice that apply equally and shall keep a copy of each on site for reference by him and the Engineer for the duration of the Contract.

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear. In general, the Specifications published by the South African Bureau of Standards (SANS/SANS), series 1200 (Standardised Specifications for Civil Engineering Construction) shall apply. For "maintenance period" read "Defects Liability Period" in terms of Clause 53.1 of the General Conditions of Contract for Construction Works 2004, wherever it appears.

SANS 1200 Specifications applicable are:

SANS 1200 A	– 1986	:	General
SANS 1200 C	– 1980 (19 May 1982)	:	Site Clearance
SANS 1200 DA	– 1988 (as amended 1990)	:	Earthworks (Small Works)
SANS 1200 DB	– 1989	:	Earthworks (Pipe Trenches)
SANS 1200 GA	– 1982	:	Concrete (Small Works)
SANS 1200 GE	– 1984	:	Precast Concrete (Structural)
SANS 1200 HA	– 1990	:	Structural Steelwork (Sundry Items)
SANS 1200 LB	– 1983	:	Bedding (Pipes)

Copies of SANS 1200 Standardized Specifications are available from the South African Bureau of Standards, Private Bag X191, Pretoria, 0001. In addition, the following Occupational Health and Safety Regulations (No 85 of 1993) are applicable: -

- General Safety Regulations
- Environmental regulations for workplaces
- Facilities regulations

66.2 Preliminaries and General

The contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. Please also refer to general conditions of contract. The Department reserves the right to stop progress of the works until these conditions are complied with.

66.3 Earthworks and Site Preparations

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.

- Site preparations & establishment: SANS 1200 AA (4).
- Setting out of works: SANS 1200 AA (5.1.1)
- Permissible deviations: SANS 1200 GA (6.4) Degree of accuracy II for all bases.
- The site must be cleared and stripped of all plant materials, roots and topsoil.
- The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled/replaced once all construction is complete.
- The site is to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
- Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.

67 ENVIRONMENTAL MANAGEMENT PLAN (EMP)

The Contractor must ensure that all Environmental Legislation requirements, terms and conditions and the Environmental Management Plan are allowed for in his tendered price, apart from full compliance with the Environmental Management Act.

68 MATERIALS AND CONSTRUCTION

All materials must be in accordance with the following SANS and ISO standards.

68.1 PS7.1 Pipelines

- All steel fittings to be grade 300WA steel, PN16, unless otherwise specified.
- Groove ended steel pipe : SANS 815-2
- Steel pipes : SANS1182
- uPVC and mPVC : SANS 966:1 and SANS966-2
- HDPE : SANS 4427
- Seal Rings : SANS 4633
- Bends : SANS 966:Part1 & Part2
- UPVC pipes and fitting shall be fitted with spigot and rubber socket ring joints and shall comply with requirement of SANS 966.
- All materials must conform to SANS specifications for the products. This includes all items such as pipes, valves, flanges, accessories etc.
- Test pressure shall be performed as stipulated in SANS for test pressure.
- All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations.
- All concrete works to conform to Cement & Concrete Institute Standards and Recommendations.

68.2 Standard Concrete Mixes:

- Mixing, pouring and curing of concrete: SANS 1200 GA (5.4)
- Materials: SANS 1200 AA (3); SANS 1200 GA (3)
- Cement: Commencement 32,5N or R to SANS 50197-1
- Testing: SANS 1200 AA (7); SANS 1200 GA (7)
- Quality control through the slump test SANS 1200 GA (5.4.1.2) SANS method 862. The contractor is to supply the slump testing equipment.
- Tolerances to SANS 1200 GA (6.4)
- Formwork: Refer to SANS 1200 GA (4.4; 5.2)
- Reinforcing: SANS 1200 GA (5.1)

Refer to standard concrete mix's specification

68.3 Flange Jointing Material

All flanged jointing material shall be approved by the Engineer before erection is commenced. Insertions for flat flange faces shall be of the full flange diameter encompassing the bolts. Insertion for raised flanges shall fit neatly inside the bolt rights.

All packing must be cut from rubber insertions (for pipe diameters 300 mm and smaller) with a nominal thickness of 3,2mm according to SANS 564-1973. The inside and outside diameters should be according to SANS 1123-1977. For pipe diameters, exceeding 300 mm Klingerrite gaskets should be used to the applicable specifications.

68.4 Bolts and Nuts

All nuts, bolts, studs and washers shall comply with SANS 135:1985 and shall be hot dipped galvanised according to ISO 1461. No bolts or studs of less than the size indicated on the drawings shall be used. The length of each bolt shall be such that after tightening between one thread and one diameter in length projects through the nut and at least one full thread in addition to the thread run-out remains clear between the nut and the unthreaded shank.

The threaded portion of bolts shall be clear of the shear plane. All nuts and studs shall be locked in position by lock-washers and where necessary, locknuts. High tensile bolts and nuts should be used to couple the flexible hoses to limit the rust-effect on these very important elements when the pump units have to be moved.

68.5 Gate Valves and Scour Valves

Resilient seal gate valves (RSV) shall be similar to VOSA configuration and shall comply with SANS 664 (latest amendment) with classes and flanged drillings as scheduled in the bill of quantities. Where plain-ended valves are required, the ends shall be suitable for the type of pipe specified. The valves shall be designed for drop tight closure over the full range of pressures from zero to maximum working pressure.

The valves shall be provided with a straight unobstructed body passage without pockets. The spindle seat shall consist of 2 nitrile rubber O-rings located in a corrosion resistant housing. A wiper ring shall also be provided. The gates shall be completely rubber covered. The gate guides shall be of the tongue and groove type. Spindles shall be manufactured on solid stainless steel and shall be of non-rising type. The body of the valve shall be coated to a minimum DFT of 250 microns.

Extension spindles and brackets shall be provided where detailed and hand-wheels shall be clearly marked with the direction of opening. All valves shall be clockwise opening/closing. Gearing shall be chosen to limit the total effort at the hand-wheel or valve key to 350 Newton's.

68.6 Butterfly Valves

All butterfly valves shall be similar to AMRI configuration and must be provided with a gearbox and hand-wheel mechanism unless otherwise detailed and it must be possible to install the unit between flanges drilled according to SANS specifications. Valves are to have a stainless steel stem and are to incorporate a resilient disc seal mechanically retained around the periphery of the valve disc. Working pressure required is 1000kPa, or as detailed in the Schedule of Quantities and/or the drawings.

68.7 Non Return Valves

All wafer type non-return valves may have a cast iron body, but stainless steel plates having machined sealing faces, 316 stainless steel pin and springs, nitrile seat and Teflon or similar bearing washers.

68.8 Protection of Power Lines

Before any excavation is carried out within an electrical servitude or reserve the Contractor notifies the relevant authority that the work inside the servitude or reserve is to commence

and the Contractor ascertains any regulations or conditions required by the authority for working in the vicinity of its services.

The use of cranes, excavating machinery and mechanical Equipment is restricted in the vicinity of an overhead power line. The Contractor allows for the work beneath a power line to be carried out manually and to proceed at a slower rate than that of the normal trench and that of the excavation, Blasting and backfilling is in accordance with the regulations prescribed by the authority and subject to the continuous supervision of an official of the authority.

The Contractor takes special care when excavating the trench not to damage the underground cables associated with each power line or disturbs the stability of any tower or pole supporting the power line. The Contractor is responsible for the protection of the cables, towers and poles and liable for any claim for damage arising from his operations.

68.9 Risk Management

The Contractor ensures that his risks are managed to enable the successful execution of the project. The Contractors' risk that occurs or develops during construction is brought to the Employer's attention in writing immediately. A risk register must be kept for the duration of the project.

A general risk analysis is performed prior to starting with the construction work, which must form part of the Safety Plan. All work will be carried out in conformance to the Occupational Health and Safety Act, 1993 (latest amendment) and the Contractor shall adhere to all the legislative requirements as per Construction Regulations 2003.

69 DELIVERABLES AND WORK BREAKDOWN STRUCTURE

The Contractor shall be responsible for the provision of the following deliverables and work, which in turn must comply fully with the supplied drawings, schedule of quantities, the Engineers applicable specifications, and in particular the specification supplied as part of the Tender:

69.1 PHASE 1: COMPILATION AND SUBMISSION OF PRELIMINARY DOCUMENTATION

- **Detailed Project Programme:** Provide the Engineer with a detailed project programme within 14 (fourteen) days of signing of the Contract.
- **Declaration of Insurance:** Submit to the Engineer the completed Schedule: Declaration of Insurances, together with copies of the insurance policies concerned within 14 (fourteen) days of signing of the Contract.
- **Surety:** Provide to the Engineer a surety, issued on an official letterhead of a bank or insurance company having an office in the Republic of South Africa, within 14 (fourteen) days of the signing of the Contract.
- **Appointment of OHS Site Representative:** Submit to the Engineer a copy of the appointment and acceptance document; of the full-time employee that shall be the Contractor's Site Representative in terms of the OHS act requirements within 14 (fourteen) days of the signing of the Contract.
- **Health and Safety Plan:** Compile a Health and Safety Plan in compliance with the OHS ACT and construction regulations, 2003. This document shall be submitted to the Employers Site OHS Officer for approval, within 14 (fourteen) days of the signing of the Contract. A copy of the approved document shall be submitted to the Engineer.
- **Risk Assessment Plan:** Submit to the Engineer a comprehensive risk assessment plan, within 14 (fourteen) days of the signing of the Contract.
- **Quality Assurance Plan:** Submit to the Engineer a comprehensive proposal for a quality assurance plan (in accordance with the requirements of SANS – ISO 9001), within 21 (twenty one) days of the signing of the Contract.
- **Team Members Document:** Submit to the Engineer a team member list, within 14 (fourteen) days of the signing of the Contract, which has at minimum the following information:
 - Team member's name.
 - Team member's ID numbers and copies of ID documents.
 - Team member's job description.
 - Team member's qualifications, certifications and experience.
 - Team members contact details.
- **Site Induction:** The Contractor must ensure that all his site construction management and supervision team, including the labour force and plant operators have undergone a medical assessment in accordance with the OHS Act with respect to their roles on site. These medical assessments must be submitted to the Engineer

and or the the Employer's safety officer for his acceptance prior to any body mobilizing or starting work on site.

- **Site Access Certificate:** Following approval of the Health and Safety Plan submitted to the Employer Site OHS Officer, obtain a Site Access Certificate from the Site Executive Manager

69.2 PHASE 2 – SITE ESTABLISHMENT AND BUILDING CONSTRUCTION

- Establish on site as per arrangement between the landowner and the contractor in writing. The agreed site shall be marked on a Map or else co-ordinates provided to the Engineer.

69.3 PHASE 3 – PROCUREMENT, PREPARATION, TESTING AND DELIVERY PHASE

- Procurement of all equipment needed
- The preparation of Inspection and Factory Acceptance Testing of the pipe work and fittings, in conjunction with the Engineers personnel.
- Preparations for and delivery of all equipment to site as per specifications. All equipment delivered to site shall be safely stored by and shall be the responsibility of the Contractor Preparations for and delivery of the approved spares and tools to stores or workshops.

69.4 PHASE 4: INSTALLATION AND COMMISSIONING PHASE

- Fixing of the railing system

69.5 PHASE 5: PROVING PERIOD AND PERFORMANCE TESTING PHASE

- Monitor, maintain and correct any defects
- Provide training for Operation and Maintenance personnel, at dates and times that suite the Employer so that all appropriate staff are trained.
- Successfully conduct performance testing of all necessary items, railing hoists etc. This testing must be undertaken in conjunction with the Department staff.

69.6 PHASE 6: HANDOVER (INCLUDES COMPLETION AND SUBMISSION OF FINAL DOCUMENTATION)

- Update to as-built status, and submit to the Engineer (for approval), all drawings and required documentation.
- Obtain Completion Certificate from the Engineer after all the civil works has been completed and has been finally handed over to the Employer (this is subject to the applicable conditions for signing of the Handover Certificate).
- Correct any defects that arise during the specified Defects Liability Period.
- Obtain the Final Certificate from the Engineer after successfully completing the Defects Liability Period (this is subject to the applicable conditions for signing of the Final Handover Certificate).

ANNEXURE A | SCHEDULE OF QUANTITIES


Bills of Quantities BHAMBANANA ABATTOIR

ITEM No.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.1	SABS 1200AA	SECTION 1A: PRELIMINARY & GENERAL				
		Fixed Charges				
1.1.1	8.3.1	Contractual requirements and General (insurance, sureties etc.)	Sum	1		
1.1.2	8.3.2	Facilities required by Contractor				
		d) Living accommodation	Sum	1		
		e) Ablution and latrine facilities at construction site	No.	2		
		g) Water supplies, electric power and communications	Sum	1		
1.1.3		Dealing with Health and Safety issues, Department representative as and when required for the duration of the project	Prov. Sum	1	R 100 000.00	
1.1.3.1		Percentage Mark-up on 1.2.4	%	10%		
1.1.4	8.3.3	Complying with Health and Safety Act				
1.1.4.1		(i) Preparation of Health and Safety	Sum	1		
1.1.4.2		(ii) Compilation of a Risk Assessment prior to construction	Sum	1		
1.1.4.3		(iii) Health and Safety Induction Training of employees	Sum	1		
1.1.4.4		(v) Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
1.1.4.5		(vi) Provision of safety gear as per OHS ACT	Sum	1		
1.1.4	8.3.4	Removal of Site establishment on completion	Sum	1		
1.1.5		Contract Sign Boards	No.	1		
1.1.6		Detailed analysis and assesement of the existing Mechanical infrastructure. The report to include the detailed testing, evaluation and recommendations	Prov. Sum	1	R 60 000.00	
1.1.6.1		Percentage Mark-up on 1.2.4	%	10%		
1.1.7		Detailed testing and analysis of all the existing electrical installed components of the abattoir.	Prov. Sum	1	R 60 000.00	
1.1.7.1		Percentage Mark-up on 1.2.4	%	10%		
1.2		Time Related Charges				
1.2.1	8.4.1	Contractual requirements	Months	6		
1.2.2	8.4.2	Facilities for Contractor				
1.2.2.1		d) Living accommodation	Months	6		
1.2.2.2		e) Ablution and latrine facilities at construction site	Months	6		
1.2.2.3		g) Water supplies, electric power and communication	Months	6		
1.2.3	8.4.3	Complying with Health and Safety Act	Months	6		
1.2.4		Community Liaison Officer	Prov. Sum	1	R 35 000.00	
1.2.4.1		Percentage Mark-up on 1.2.4	%			
1.2.5		Project Supervision by the consultant to be appointed by the department for the duration of the project	Prov. Sum	1	R 600 000.00	
1.2.5.1		Percentage Mark-up on 1.2.5	%			
TOTAL SECTION 1A CARRIED TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	8.5	SECTION 1B: DAYWORKS				
2.1		General (Small Works)				
2.1.1		<u>Labour</u>				
2.1.1.1		Skilled	day	1		Rate Only
2.1.1.2		Semi - skilled	day	1		Rate Only
2.1.1.3		Unskilled	day	1		Rate Only
2.1.2		<u>Plant</u>				
		4 x 4 TLB or Similar: Type..... kW..... (to be filled out by Tenderer)	hours	24		Rate Only
		Excavator: Type..... KW..... (to be filled in by tenderer)	hour	24		Rate Only
TOTAL SECTION 1B CARRIED TO SUMMARY						

Contract No.

Bills of Quantities

BHAMBANANA ABATTOIR

ITEM NO	Ref	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<p>SECTION 2: Alterations</p> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation.</p> <p>NOTE: Unless otherwise stated herein, all items in this Bill shall be deemed to fall into Work Group No. 102 for Calculation of Contract Price Adjustments on the Haylett Formula.</p> <p>NOTE: All the work in this Section is attached to or inside existing buildings. Tenderers are to allow in their pricing of the following work for working in confined or restricted spacings with limited access. Care must be taken to avoid damaging existing structure and finishes. Any damage by the Contractor is to be made good at his own cost to the satisfaction of the Principal Agent.</p> <p>NOTE: Prices are to include for carting away from site all materials not specifically mentioned as being stored on site for re-use or handed over to the Director and all rubbish, debris, etc., arising from the alterations, etc., and for making good all work damaged or disturbed to the approval of the Director.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>View site</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.</p> <p><u>Explosives</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated.</p> <p><u>General</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent.</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent.</p> <p>Doors, fanlights, fittings, frames, linings, etc., which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately.</p> <p>Prices for taking out of doors, windows, etc., shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc., and making good floor and wall finishes to match existing.</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork.</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc).</p>				

		DEMOLITION				
		Breaking Concrete				
		Breaking up the concrete to blood drainage and allow the storage, transport for cartaway the rubble and also allow for all the related demolition	Item	1		
		PREPARATORY WORK TO EXISTING PLASTERED SURFACES				
1		Debris on site to a dumping site to be located by the Contractor.	m³	2329		
		Taking out the paving and replace:				
2		Take out the existing paving on site for cleaning and put it back	m²	931.6		
		G7 Earth filling supplied by the Contractor and brought to site and compacted to 98% Mod AASHTO density:				
3		Under pavings to form levels, etc.	m³	931.6		
		Compaction of surfaces:				
4		Compaction of ground surface under pavings, etc., including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density.	m²	1000		
		SOIL POISONING				
		Soil insecticide as per clause 2.13 of specification OOG-001E including 50mm sand over as per Architect's schedule 60491906 01 90 600 P 00:				
5		Under floors, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming.	m²	1000		
		Preparatory to existing horizontal surfaces:				
6		Clean existing plastered walls, etc with water using steel brushes and remove all dirt and loose particles.	Item	1		
		REMOVAL OF EXISTING DOORS, WINDOWS, ETC., FROM BRICKWORK				
		Taking out and removing doors, from timber / steel frame to remain (including preparation of frame for new door elsewhere):				
7		Replace all timber doors with steel doors	No	4		
		REMOVAL OF EXISTING PLASTERING				
		Hacking up / off and removing granolithic, screeds, plaster, etc., from concrete or brickwork and preparing surfaces for new finishes (elsewhere measured):				
8		Internal plaster from walls and columns.	m²	142		
9		25mm Screed from floors.	m²	20		
		REMOVAL OF EXISTING SANITARY FITTINGS				
		Taking out and removing sanitary fittings including making good wall and floor finishes and stop off services:				
10		Atlas plastic wash hand basin.	No	25		
		Removal of existing drainage:				
11		Remove the existing stormwater drainage	item	1		
TOTAL SECTION 2 CARRIED TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<p>SECTION 3: EARTHWORKS (PROVISIONAL)</p> <p>NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation.</p> <p>NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.104 for Haylett formula purposes</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>User Note</u> The following are typical examples of descriptions of "nature of ground".</p> <p><u>Carting away of excavated material</u> Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.</p> <p><u>Testing</u> Prices for filling are to include for all necessary density tests in accordance with SANS 1200.</p> <p>Note: Under no circumstances will the contractor be paid for overblast of excavations. Quantities are measured and paid net and the contractor is to make allowance for this in his rate if deemed necessary.</p> <p><u>SITE CLEARANCE, ETC.</u></p> <p>Site clearance: Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc.</p> <p><u>REMOVAL OF TREES, ETC.</u></p> <p>Cutting down and removing, grubbing up roots and filling in holes:</p> <p>Tree exceeding 200mm and not exceeding 500mm girth.</p> <p>Extra over all excavations for carting away: Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor.</p> <p>Keeping excavations free of water: Keep excavations free of water (other than subterranean water).</p>				
1			m²	1000		
2			No	5		
3			m³	100		
4			Item	1		
TOTAL SECTION 3 CARRIED TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 3: STRUCTURAL STEEL (PROVISIONAL)				
		Structural steelwork shall comply with the requirements of SABS 1200H and project specification PSH				
		Steel beams need to be realigned with a new design to be check by professional structural engineer				
		STEEL BEAM:				
1		356x171x51	kg	12173.7		
2		254x146x37	kg	10425.8		
3		76x38 Channel	kg	148.5		
4		193.7x6 CHS	kg	8873.7		
5		Flat Bars	kg	6324.3		
7		Raillings	item	1		
8		Full treded L Shape Holding down bolts washers and Nuts	No	500		
9		Allow for connection bolts and nuts to column and Steel Beams	item	1		
10		Allow for Column Bracing Flat Bars	kg	2957.9		
11		Extra Chain Hoist (2 ton)	item	4		
TOTAL SECTION 4 CARRIED TO SUMMARY						



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		SECTION 5: METALWORKS				
		CPAP WORK GROUP				
		Unless otherwise stated all items in this bill will be work group 136				
		STEEL HANDRAILS, BALUSTRADES ETC				
		Mentis galvanised mild steel patent balustrade				
1		Horizontal balustrades 1000mm high of 34mm diameter continuous pipe top and bottom rails and 43mm diameter stanchions at average 1200mm centres bolted to top of concrete slab	m	59		
2		Extra over 90 degree long straight end closure to horizontal balustrades	No	18		
3		Stairs balustrades 1000mm high of 34mm diameter continuous pipe top and bottom rails and 43mm diameter stanchions at average 1200mm centres bolted to top of concrete stairs	m	7		
4		Extra over for angled end closure to stair balustrade	No	8		
		Hot dipped galvanised steel armco guardrails including standard 1800mm long creosote timber posts, accessories and installed				
5		Guardrails	m	33		
6		Standard endwing	No	6		
		STEEL SUPPORT BRACKETS				
7		50x50x5mm angle section plugged to precast slab at 300mm centers	m	9		
TOTAL SECTION 5 CARRIED TO SUMMARY						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<u>SECTION 6 PLUMBING AND DRAINAGE (PROVISIONAL)</u>				
		<u>PREAMBLES</u>				
		<u>For preambles see 'Standard preamble for all trade</u>				
		Proprietary items or materials where specified are to be of the brand specified or other approved by the Head Works				
		NOTE: The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, the Standard Conditions of Tender, Conditions of Contract, Model Preambles for Trade 2008, Specifications, Drawings and all other relevant documentation.				
		NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No.148 for Haylett formula purposes.				
		<u>Stormwater channels</u>				
		Description of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc and disposal of surplus material on site				
		<u>0.9mm Aluminium gutters and rainwater pipes with powder coated finish on outside</u>				
1		100 x 100mm gutter fixed to timber trusses, to a fall	m	515		
2		Extra over gutter for stopped end	No	108		
3		Extra over gutter for angle	No	7		
4		Extra over eaves gutter for 75 x 50mm outlet pipe	No	105		
5		75 x 50mm fluted rainwater pipes	m	406		
6		Extra over rainwater pipe for eaves or plinth offset 300mm projecting	No	101		
7		Extra over rainwater pipe for shoe	No	85		
8		Spreader 500mm long made of 159mm diameter PVC pipe with half closed ends and 20mm holes at 50mm centres	No	22		
		<u>SANITARY FITTINGS</u>				
9		"Vaal Hibiscus" 510 x 405mm white vitreous china basin (code 7023) with two tap holes, intergrated overflow and chainstay hole and bolted to wall with two 10mm bolts (code 8448ZO)	No	33		
10		Vaal aquasave low level suite (code 75151) complete wih matching 6 lt siso cistern, lid, fitments and flushpipe, toilet to be fitted with freshflow system.	No	14		
11		"Vaal PRotea Paraplegic" low level WC suit comprising 90 degree outlet pan (code 750200) with matching 9 litre cistern (code 710631) with complete double flap heavy duty plastic seat, cistern lid, fitments and purpose made CP side flush lever mounted on wall adjacent to cistern, toilet to be fitted with freshflow system.	No	3		
12		"vaal Lavatera" white vitreous china wall hung urinal (code 705426) with top inlet fittings (code 7054Z1) and fixed to wall with two hanger brackets.	No	5		
Brought Forward						

Carried Forward					
	STAINLESS STEEL				
13	1160 x 510mm "Franke" Neptune NEX621 inset double bowl sink, fitted to kitchen cabinet including cutting hole in 32mm worktop and sealing edge with silicon sealant (cabinets and waste elsewhere)	No	2		
14	500 x 450 x 240mm "Franke" SIRX342 wall mounted stainless steel wash trough, on standard wall brackets (300367) bolted to wall with stainless steel raw bolts (waste elsewhere)	No	8		
15	2000mm Wide "Franke" CB101 curved back urinal 1220mm high x 305mm deep fitted between walls, fitted with and including 100mm outlet, grating and three flush pipe couplings.	No	1		
	WASTE UNIONS ETC				
16	"Cobra Watertech"				
17	32mm 301 CP basin waste union	No	33		
18	40mm 316 CP bath or sink waste union with plug and chain stay.	No	12		
19	"Franke" 90mm BSW waste	No	8		
	TRAPS ETC				
	uPVC				
20	40mm Re-seal "P" or "S" Trap	No	8		
21	40mm Double bowl combination sink reseat "P" or "S" trap	No	2		
22	"Herbish" Herbish HB200 Series stainless steel floor trap with grating	No	35		
23	"Cobra Watertech" 32mm 340 CP bottle trap	No	38		
24	40mm Rough brass shallow seal shower P-trap with chrome plate square grating (373SQ)	No	14		
	TAPS, VALVES, ETC				
25	20mm Fullway gate valve	No	20		
26	15mm "Cobra 228-15" star pattern CP undertile stop tap	No	2		
27	15mm "Cobra 3328ST026/065" shower set, includes Stella stop taps, flanged shower arm and shower head.	No	13		
28	15mm "Cobra 108-15" bib tap with hose union and hose tail	No	1		
29	15mm "Cobra 1060" ball-o-stop shut off valve	No	83		
30	15mm "Cobra Classic - Star 296" star pattern CP pillar type sink mixer with swivel arm outlet and adjustable connection.	No	2		
31	15mm "Cobra 296" star pattern CP Sink mixer with swivel arm outlet and adjustable connection	No	8		
32	15mm "Cobra 211-15" star pattern CP pillar tap	No	60		
33	15mm "Cobra 503-21B" CP elbow action raised none pillar tap.	No	6		
34	20mm Brass bibcock with hose union	No	1		
35	20mm Brass stopcock	No	1		
36	"Alpine" handshower (012W) hung to handshower fitting (28020) on flexible hose (008SP) connected to wall outlet with elbow (AP8.311)	No	1		
37	FJ6.000CP "Flushmaster Junior" urinal flush valve	No	5		
38	20mm PB 1.10 Vacuum breaker	No	6		
39	20mm PA 3.132 Pressure reducing valve	No	6		
Brought Forward					

Carried Forward					
SANITARY PLUMBING					
<u>Grey uPVC soil, waste and vent pipes including couplings.</u>					
40	50mm Pipes	m	131		
41	110mm Pipes	m	48		
42	160mm Pipes	m	128		
<u>Extra over uPVC pipes for fittings</u>					
43	50mm bend	No	80		
44	50mm Access bend	No	97		
45	50mm Access junction	No	23		
46	110 Bend	No	5		
47	110mm Access Bend	No	17		
48	110mm Access junction	No	22		
49	110 x 50 mm Reducing access junction	No	10		
50	110mm Straight pan connector	No	17		
51	160mm Bend	No	12		
52	160mm Access Bend	No	7		
53	160mm Access junction	No	10		
54	160mm Rodding eye cover	No	2		
55	110mm Gully not exceeding 500mm deep with cover grating complete	No	5		
Extra over for Modcon or other approved precast concrete gully surround bedded in mortar					
<u>HOT AND COLD WATER RETICULATION</u>					
<u>Class II copper piping in accordance with SABS 460 for hot and cold water</u>					
56	15mm Pipes	m	222		
57	22mm Pipes	m	129		
58	28mm Pipes	m	44		
59	35mm Pipes	m	31		
60	42mm Pipes	m	54		
61	54mm Pipes	m	76		
<u>Extra over class II copper pipes for elbows</u>					
62	15mm Diameter	No	473		
63	22mm Diameter	No	45		
64	28mm Diameter	No	26		
65	35mm Diameter	No	16		
66	42mm Diameter	No	16		
67	54mm Diameter	No	36		
<u>Extra over class II copper pipes for T-pieces</u>					
68	15mm Diameter	No	316		
69	22mm Diameter	No	43		
70	28mm Diameter	No	25		
71	35mm Diameter	No	18		
72	42mm Diameter	No	14		
73	54mm Diameter	No	33		
Brought Forward					

Carried Forward					
74	Extra over class II copper pipes for reducers 15mm Diameter	No	2		
75	22mm Diameter	No	7		
76	28mm Diameter	No	2		
77	35mm Diameter	No	2		
78	42mm Diameter	No	3		
79	54mm Diameter	No	4		
	Lagging for all hot water pipes - 25mm thick as specified				
80	15mm Pipe	m	30		
81	22mm Pipe	m	126		
82	28mm Pipe	m	44		
83	35mm Pipe	m	31		
84	42mm Pipe	m	54		
85	54mm Pipe	m	76		
	VALVES				
	Ball valves				
86	15mm Diameter	No	33		
87	22mm Diameter	No	35		
88	28mm Diameter	No	6		
89	35mm Diameter	No	6		
90	42mm Diameter	No	18		
91	54mm Diameter	No	2		
Brought Forward					

Carried Forward					
92	Non-return valves 15mm Diameter	No	3		
93	54mm Diameter	No	6		
	Pressure reducing valves				
94	54mm Dimeter	No	3		
	Strainers				
95	22mm Diameter	No	3		
96	54mm Diameter	No	5		
	Safety valves				
97	22mm Diameter	No	3		
98	54mm Diameter	No	10		
	COMMISSIONING AND TESTING				
99	Commissioning & testing of the complete installation	Item	1		
	GUARANTEE AND MAINTENANCE PERIOD				
100	Three sets of operating and maintenance manuals	Sets	3		
101	As built drawings	item	1		
102	Allow for maintenance (four visits) during guarantee period as per specification	item	1		
103	Allow for one year guarantee period	item	1		
	FIRE HOSE REEL INSTALLATION				
104	Supply and install hose reels complete with fire stopcock, reel and 30 metre long 20mm diameter hose to S.A.N.S 543 1128 and SANS 1475	No	2		
	PORTABLE FIRE EXTINGUISHER, WITH BACK BOARD MOUNT				
105	Multi purpose dry chemical fire extinguisher, ammonium phosphate (DCP) 4.5KG	No	17		
106	Carbon Dioxide fire extinguisher 9kg	No	14		
	TAPS				
107	Knee taps in all abattoir hand was basin	item	1		
TOTAL SECTION 6 CARRIED TO SUMMARY					



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
SECTION 7: BLOOD DRAINAGE						
Open Drain Concrete Channel With Grating Cover						
1		400mm wide with 100mm thick walling and 100mm thick base cast in-situ waste water and blood drain reinforced with mesh ref 395, including formwork	m	70		
2		600mm wide x 500mm deep (internally) x 150mm thick cast in-situ stormwater channel including mesh ref 395 reinforcing and 30x30x4mm angle steel section with welded lugs cast into top of both sides of channel walls to receive steel cover grating	m	15		
Cover Grating						
3		600mm wide steel cover grating cut from 2400x1200x30x4mm steel grating	m	150		
Reinforced concrete 25 Mpa in situ stormwater channels laid in not exceeding 2m long panels to falls and finished smooth to non-slip finish on all exposed faces, including all ground preparation, formwork, 193 mesh reinforcement and construction joints						
4		900mm wide x 100mm thick v-channels	m	40		
5		Extra over v-drain for angles intersections ends, dressing into sides of catchpits	No	5		
Class 100D concrete pipes (SABS 1601)						
6		450mm pipes laid in and including trenches exceeding 1m deep	m	420		
7		450mm pipe laid in and including trenches exceeding 1m but not exceeding 2m deep	m	25		
8		600mm pipes laid in and including trenches not exceeding 1m deep	m	20		
TOTAL SECTION 7 CARRIED TO SUMMARY						

Department of Agriculture and Rural Development

Contract No.

Summary of All Sections



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

Section no	SECTIONS	
	SECTION 1A: PRELIMINARY & GENERAL	
	SECTION 1B: DAYWORKS	
	SECTION 2: ALTERATIONS	
	SECTION 3: EARTHWORKS (PROVISIONAL)	
	SECTION 4: STRUCTURAL STEEL (PROVISIONAL)	
	SECTION 5: METALWORKS	
	SECTION 6 PLUMBING AND DRAINAGE (PROVISIONAL)	
	SECTION 7: BLOOD DRAINAGE	
	SUB-TOTAL 1	
	ADD 10% TO SUB-TOTAL1 ANCILLARY WORKS	
	SUB-TOTAL2 (EXCLUDING VAT)	
	PLUS 15% VAT TO SUB TOTAL 2	
	TOTAL (INCLUDING VAT) CARRIED TO FORM OF OFFER	

ANNEXURE B | DRAWINGS

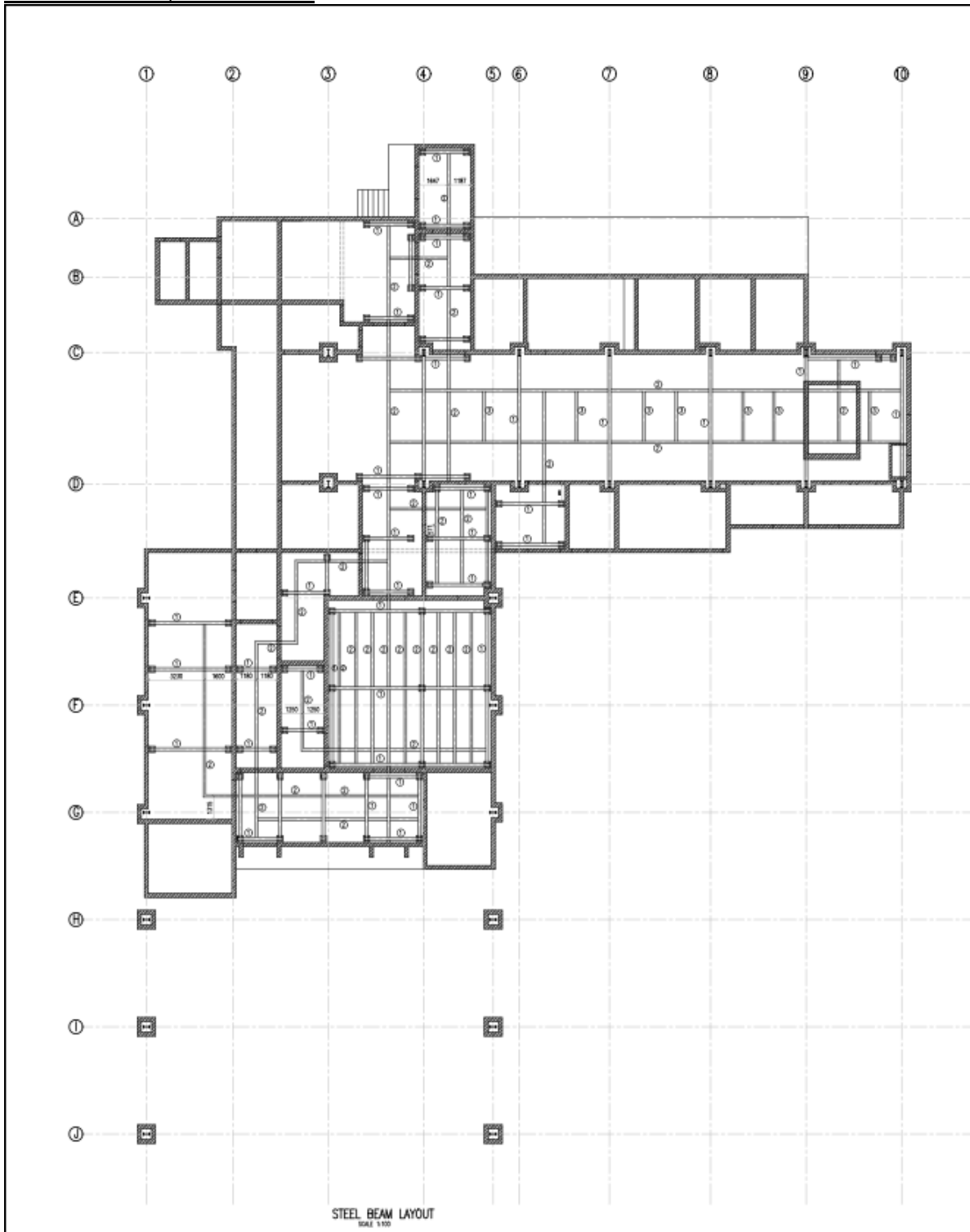


Figure 1 Steel beam layout

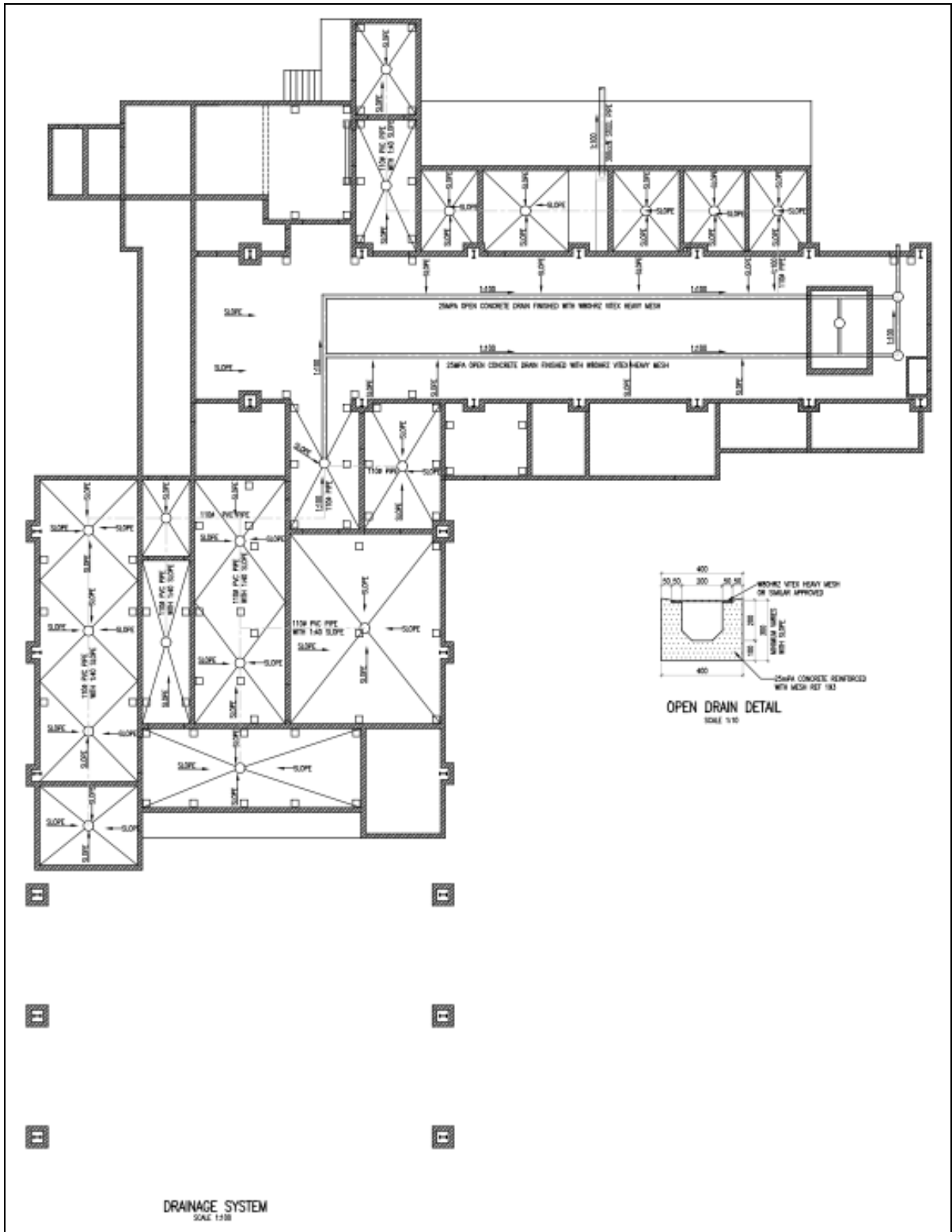


Figure 2 Drainage system layout

Detailed drawing will be supplied during construction process

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70 Purpose

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa frequently enters into contracts with Construction Contractors for the construction of irrigation schemes, subsurface drainage, dipping tanks, stock watering dams, abattoirs and other livestock handling facilities infrastructure projects. This document describes the requirements of compliance to which the Principal Contractor/Contractor are to adhere to in relation to the scope of works.

This document defines the minimum management requirement that is to be implemented by the Principal Contractor/Contractor(s) for the management of Health and Safety on any KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa project.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on the project.

This Site Specific Health and Safety Specification identifies and encompasses the working behaviours and safe work practices that are expected of all employees, Vendors and Contractors, Sub-Contractors and Visitors, engaged on COMPLETION OF THE OUTSATNDING CIVIL WORKS AT BHAMBANANA ABATTOIR Within JOZINI MUNICIPALITY AT UMKHANYAKUDE DISTRICT

Providing a guideline to comply with best Health & Safety practices and the Occupational Health and Safety Act 85/1993 as amended, including reference to applicable legislative requirement.

71 Scope

Contractors and Service Providers are required to read and take note of the requirements within this specification and ensure that they provide the required budget for stipulated safety requirements

This specification applies to COMPLETION OF THE OUTSATNDING CIVIL WORKS AT BHAMBANANA ABATTOIR Within JOZINI MUNICIPALITY AT UMKHANYAKUDE DISTRICT Construction Site. This Specification defines the strategies to manage Health & Safety.

72 **Definitions**

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

3.1 Construction Work (as defined by the Occupational Health and Safety Act:

Construction

Regulations 2014):

Means any work in connection with –

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

3.2 Hazard Identification and Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks 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.

3.3 “construction site”

Means a work place where construction work is being performed.

3.4 The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

3.5 Hazard

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

3.6 Risk

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

3.7 Management and Supervision of Construction Works

3.7.1 “Construction Manager”

Means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.

3.7.2 "Construction Supervisor"

Means a competent person responsible for supervising construction activities on a construction site.

3.8 Hazardous Chemical Substance (HCS)

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

3.9 Construction Plant

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

3.10 Contractor

Means an employer who performs construction work.

3.11 Health and Safety Program

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

Health and Safety Plan (HSP)

Means a site, activity or project specific documented plan in accordance with the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa health and safety specification.

3.13 Health and Safety File

Means a file, or other record containing the information in writing required by Construction Regulations 2014.

3.14 Agent

Means in terms of Construction Regulations, 2014, 'a competent person who acts as a representative for a KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and in this instance will generally include an officer representing KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa who has been assigned a safety portfolio.

3.15 KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa

Means any person for whom construction work is being performed.

3.16 Competent Person

Means any person having the knowledge, training, experience and where applicable, qualifications specific to the work or task being performed:

a) Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training; and

b) Is familiar with the Act and with the applicable Regulations made under the Act.

3.17 Demolition Work

Means a method to dismantle, wreck, break, pull down or knock down of structure or part thereof by way of manual labour, machinery, or the use of explosives.

3.18 "Construction supervisor"

Means a competent person responsible for supervising construction activities on a construction site.

3.19 "Construction Work Permit"

Means a document issued in terms of Regulation 3.

3.20 "fall prevention equipment"

Means equipment used to prevent persons, tools or machinery from falling from a "fall risk" position, including personal protective equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.

3.20.1 “fall risk” means any potential exposure to falling either from, off or into.

3.20.2 “fall protection plan” means a documented plan which includes:

- a) all risks relating from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk; and
- c) a rescue plan and procedures.

73 References

1. SHE Guideline 5-43-1 Rules for Contractors on Site
2. Compensation for Occupational Injury and Diseases Act, 130 of 1993
3. Explosives Act, 15 of 2003.
4. Occupational Health and Safety Act, 85 of 1993
5. Asbestos Regulations, 2002 [GN R.155 2002]
6. Construction Regulations, 2014 [GN R.84 07/02/2014]
7. Driven Machinery Regulations, 1988 [GN R.295 1988]
8. Electrical Installation Regulations, 2009 [GN R.242 2009]
9. Electrical Machinery Regulations, 1988 [GN R.1593 1988]
10. Environmental Regulations for Workplaces, 1987 [GN R.2281 1987]
11. Explosives Regulations, 2003 [GN R.109 2003]
12. Facilities Regulations, 2004 [GN R.924 2004]
13. General Administration Regulations, 2003 [GN R.929 2003]
14. General Machinery Regulations, 1988 [GN R.1521 1998]
15. General Safety Regulations, 1986 [GN R.1031 1986]
16. Hazardous Biological Agents Regulations, 2001 [GN R.1390 2001]
17. Hazardous Chemical Substances Regulations, 1995 [GN R.1179 1995]
18. Lead Regulations, 2002 [GN R.236 2002]
19. Major Hazard Installation Regulations, 2001 [GN R.692 2001]
20. Noise Induced Hearing Loss Regulations, 2003 [GN R.307 2003]
21. Pressure Equipment Regulations, 2009 [GN R.734 of 15 July 2009]

74 Requirements

74.1 Leadership and Commitment

The Contractor acknowledges the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, supporting KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health and Safety management policy that has been signed, and is actively supported and endorsed by the Contractor’s management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor’s organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa upon request.

74.1.1 Legal Requirements and Regulations for Health and Safety

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation (latest reprints), codes of practice, guidelines and standards applicable to the services to be provided.

The Act and the Regulation, where applicable, require development and implementation of Work Method Statements for a range of high-risk construction activities and prescribed

demolition activities, which, where applicable, the Contractor must develop and implement.

The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

Conspicuously display the Department of Labour Construction Permit Number (where applicable) at the entrance to the site (i.e. on the main gate to the site office area and to the main entrance onto the construction area). Where the site is spread over a long distance (e.g. on road works, etc.) then display the Permit number at the main entrance to the site camp area.

74.1.2 Contractors' General Requirements for Health and Safety

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa corporate, business unit and site requirements. The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work. The Contractor must:

- 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
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services
- 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 KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa , its Contractors, employees, agents and invitees, or any Government Body
- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

74.1.3 Contractor's Health and Safety Management Plan

The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and forwarded prior to mobilisation to the construction site for work under the Contract, to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Agent for review. The Health and Safety Management Plan must comply with this Contract including.

Project Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards. Any proposed amendments or revisions to the Contractor's Safety Management Plan is submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa for acceptance.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilisation and site set-up activities.

The Plan will be audited for completeness by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated representative using an audit tool, and a score of 80% will be required before it will be "accepted with comments".

The Plan is presented and at least "accepted with comments" by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa BEFORE permission will be granted to the Contractor to mobilise to site.

The Contractor's Health and Safety Management Plan must demonstrate management's commitment to safety and must include, but not be limited to, the following minimum auditable elements:

74.1.3.1 Legal & Site Specific Requirements

The Contractor shall develop, implement and administer Health & Safety Plan. The plan shall be in writing and shall be submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Agent within 7 days of the contract being awarded no work may commence on site without the written permission of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa included in the written permission.

The Contractor shall sign the construction permit application within 7 days of the contract being awarded

The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:

- The Contractors' Safety Policy. (**OH&S Act - Section 7.**)
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on site agent/managers. (**OH&S Act - Section 8, Construction Reg.8**)
- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors. (**OH&S Act - Section 8.**)
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings. (**OH&S Act - Section 19 & 20**)
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.

- Safety awareness promotions.
- Nomination of personnel to carry out safety inspections. The task may be shared with other duties and provided within the resources of individual gangs and may be rotated.
- Contractor senior management involvement with Company's staff in consultative processes & daily management Safety walkabouts.
- Occupational Health & Safety Workplace Environment, including provision for monitoring employee exposures to noise, dust, etc. (**OH&S Act – Environmental & Facilities Regulations**)
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules. (**OH&S Act – General Safety Regulation 2**)
- Control of dangerous and hazardous substances. (**OH&S Act – Hazardous Substance Regulations**)
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication. (**OH&S Act – Section 8, Risk Assessment, Construction Reg.9**)
- Design control (if applicable) (**OH&S Act – Section 10**)
- Verification procedures including: (**OH&S Act - Section 8**)
- Monthly internal safety audits to ensure compliance with Health & Safety Plans
- Daily site safety inspections and audits. The auditing role may be shared with other duties or provided within the resources of individual groups. The role may be rotated.
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators. (**OH&S Act – General Administrative Regulations 6**)
- Evacuation and emergency planning (**OH&S Act – Environmental Regulation 9**)
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

74.1.3.2 Hazard Identification, Risk Assessment and Risk Control

- The development of a project/work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures, for example, rigging, working at height, welding, confined spaces, delivery Contractors, unloading materials and equipment from trucks, hazardous substances, etc.
- How controls to manage risks identified within the risk profile will be formalised and implemented
- Personal Protection Equipment
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work

scope and activity risk profile. (Considers methodology, expert advice and selection of participants)

- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections
- The implementation of a safety observation (behaviour audit) and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management, including and not limited to:
 - o Vehicles
 - o PPE
 - o Ladders
 - o Pressure vessels
 - o Elevated work platforms
 - o Portable electrical equipment
 - o MSDS Register and Information
 - o Authorised Isolators and Lock holders
- Process for identifying, developing and communicating site rules and standards.
- Control of dangerous and hazardous substances

74.1.3.3 Policies Mandated by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa will require all Contractors on the project to comply with and/or achieve the objectives of the following:

- Health & Safety Policies and Standards
- Health & Safety Policies and procedures
- Safety Management System and procedures
- The Project Health and Safety Management Plan
- KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative's Safe Operating Procedures evolving from project risk assessments and included in the project Safety Management Plan and the Project Site Rules

74.1.3.4 Injury Management

- Processes to ensure employees are medically fit and suited to perform their functions safely

- An incident reporting and investigation structure including root cause establishment and corrective action taken
- Experienced / trained investigators on all projects
- A process to review the effectiveness of incident investigation action plans
- The conducting of first – aid needs and emergency response risk assessments
- A return to work program (restricted duties)
- A rehabilitation program
- Trauma counselling
- Processes to ensure the appropriate authorities are notified in the event of a reportable incident

74.1.3.5 Health and Safety Communication and Consultative Processes

- How project leadership will ensure all personnel are kept regularly up to date with Health and Safety information and how prompt feedback will be given to personnel for issues they raise. For example, hazard reports
- The establishment and maintenance of a consultative process for the duration of the project
- Daily pre-start discussions that encourage staff and leaders to try to anticipate and pre-empt potential hazards within the day's activities along with "Toolbox" meetings and project safety meetings
- Implementation of improvement programs that encourage and recognise personnel suggestions to enhance Health and Safety on site
- Health and Safety publicity and awareness programs. For example, competitions and lifestyle improvement
- Attendance at site safety meetings by Project Manager, Safety Manager and Safety Representatives. (To be elected and appointed per work area and discipline and comply with the **Act Section 17 & 18.**)

74.1.3.6 Education, Training and Competency

- Identification of the competencies required by employees along with selection, placement and any training requirements
- Identification and implementation of the process that will be used to ensure that employees hold the required competencies
- The identification of minimum core and Health and Safety skills required by persons in leadership and supervisory roles
- Identification, assessment and management of hazards
- The development of a training and development plan that ensures personnel attains the desired skills and is also able to monitor refresher-training requirements
- Mechanisms to review the effectiveness of training where appropriate
- A site induction and orientation system that includes specific site issues and requirements and compliments the General Induction

- Methodology for briefing personnel on new or changed standards, site rules and or procedures, particularly after absence from site
- Compliance with KWAZULU NATAL PROVINCE- AGRICULTURE AND RURAL DEVELOPMENT REPUBLIC OF SOUTH AFRICA training and competency requirements

74.1.3.7 Measurement and Review

- Safety performance reviews with all site personnel by their supervisors at monthly intervals
- Schedule of site inspections and audits involving persons in leadership roles
- Leadership participation and review of significant incidents
- Schedule of reviews of the Health and Safety plan implementation progress
- Schedule of external safety audits of the project
- Scheduled reviews after the completion of potentially high-risk activities on site
- Provision for monitoring of employee's exposure to noise, dust etc.
- Inspection and acceptance of plant, equipment, tools etc. prior to introduction to site and regularly thereafter

74.1.3.8 Health and Safety Alignment Meetings

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative will hold a Health and Safety alignment session with contractor who has been awarded the tender. The Tenderer's senior project and proposed site management personnel must attend.

This session will be focused on the contents of the HSE specification in relation to the expectations of the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative with regard to the Tenderer's Health and Safety leadership and project Health and Safety management proposals.

The aspects of the Contractor's tender that are unclear or sections of the Tender Document that have been missed or not fully understood and may need further explanation, will be discussed and resolved.

At the end of the session, the Contractor will have a complete and unambiguous understanding of the requirements with respect to the management of Health and Safety during the project works and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa will fully understand what the Contractor has included in his tender.

After award of the Contract and prior to work commencing, the Contractor must participate in a Kick-Off Health and Safety review and alignment session with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated representative. The purpose of this review and alignment session is:

- To compare the contents of the Contractor's Health and Safety Management Plan and the Project Health and Safety Management Plan.

- To facilitate a consistent approach to Health and Safety issues.
- To ensure specific Health and Safety risks are addressed prior to commencement.
- To align all parties on the program Health & Safety Goals, expectations, and requirements pertaining to Health & Safety.
- To arrange training to the Contractors Site Management team regarding Construction Safety Leadership.
- Provide information on the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa 's specific Health & Safety Site Rules and Requirements.

The Contractors' Project Manager and Project Sponsor or equivalent, and Senior site representative, site leadership must attend the above meetings, alignment and training sessions. The meetings, alignment and training sessions will be conducted prior to the Contractor commencing activities on the Site, including mobilisation and site set-up activities.

The Contractor must not commence any site activities until written acceptance (at least "accepted with comments") of the Contractor's Health and Safety Management Plan is obtained from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Agent.

Contractors are responsible for qualifying all Sub-contractors using this system. Sub-Contractors approved for work will be forwarded to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa review and comment. The contractor will keep this list up-to-date and will provide monthly updates to the status of Sub Contractors engaged by the principal contractor.

74.1.4 Site Supervision

The contractor shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014

The Contractor must nominate and appoint a responsible person on site to whom KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa may refer in connection with the Works. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site, and must have the authority to bind the Contractor with respect to the Contract. **(OH&S Act - 16 Section (2)).**

The Contractor must ensure that the performance of all specified Works is supervised throughout by a sufficient number of qualified and competent appointed representatives of the Contractor, who have experience in the type of work specified. **(OH&S Act – Construction Reg. 8 (1) and 8. (2).)**

Note: No work may commence and or continue without supervisory Appointees present on site.

The Construction Manager must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.

The Construction Manager must provide a list of names and contact telephone numbers of all Contractors and Sub-Contractor's contact persons on Site. This list is updated as a new Contractor or Sub-Contractor employee commences on Site.

The Construction Manager must keep a record of all employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

The Construction Manager must complete and issue to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative manning sheets describing the day's activities, labour numbers and classifications prior to 9.00 am on a daily basis.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative is notified of any new starter with evidence of induction and site specific induction prior to commencement of work.

74.1.5 Contractor's Construction Health & Safety Officer

The Construction Health & Safety Officer must be appointed in terms of the Occupational Health and Safety Act and must be on site when work commences and be present until all activities for the day (Including sub-Contractors) are finished.

Construction Health & Safety Officer is to be registered with the SACPCMP or show proof of application for registration in progress.

Construction Health & Safety Officers are appointed in the following ratio:1 :100 (Total number of people to include sub-Contractors).

49 or less people on site – Part-time Safety Officer spending half day (4.5 hours) on site 5 days a week.

50 people on site and up to and including 150 people - Full time Construction Health & Safety Officer.

Full time Construction Health & Safety Officer is required for night shift(s) or weekend public holiday work.

More than 150 people on site a full time Construction Health & Safety Officer for every 150 (e.g. $350 = 2 / 690 = 4$ etc.)

Where two or more safety officers are appointed one of the safety officers shall be appointed as the Senior Safety officer charged with health and safety management of the site

The Contractors' Construction Health & Safety Officer is responsible to assist with legal compliance for his 16 (2) Appointee and Construction Manager 8(1). He must report functionally to the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Agent for the project. He is equipped with a phone and a PC to ensure his duties and functions can be met.

The Safety Officer must have the following minimum qualifications:

- Registration with SACPCMP (or proof of submission then an evaluation shall take place to ensure the candidate meets the requirements)
- At least 5 years' experience as a Safety Advisor on construction projects.
- Successful completion of a Supervisors training course.
- Sound knowledge of the Occupational Health and Safety Act 85 of 1993 and Regulations including the 2014 Construction Regulations

- Qualification in hazard identification, risk assessment and risk management processes (HIRA).
- Sound knowledge of incident causation phenomena
- Qualification in accident/incident investigation procedures (Such as IRCA's Route Cause Analysis (RCAT), etc.).
- Valid First Aid Certificate level 2.
- Valid SAQA Accredited Fall Arrest Certificate (where required for inspections to be carried out from a fall risk position).

Prior to work commencing, Contractors must submit a CV of their proposed Site Construction Health & Safety Officer to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health & Safety Program Manager for an interview and approval.

The Contractor must notify KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa in writing of the name, qualifications, duties and responsibilities of the Construction Health & Safety Officer proposed. Approval is obtained from the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa , and the person is appointed and mobilised, prior to the Contractor mobilising to Site.

In the event that a Construction Health & Safety Officer disobeys direct Health & Safety Instructions, condones unsafe acts or conditions on site (either willingly or otherwise), from the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health and Safety Agent, he/she can be removed from the project.

74.1.6 **Fall Protection Planner**

For all working at heights the contractor shall appoint a Fall Protection Planner.

The Fall Protection Planner shall have the following qualifications as a minimum:

- Fall Arrest Course (Accredited SAQA Unit Standard 229998)
- Fall Protection Planner (Accredited SAQA Unit Standard 229994)
- A designated member "Fall Protection Planner" in good standing with a professional body (such as the Institute for Working at Heights, IWH).
- Valid Medical Certificate of Fitness with Annexure 3.

The Fall Protection Planner shall determine what site specific appointments are required e.g. Fall Protection Officer, Fall Arrest Worker, Fall Protection Equipment Controller, etc.

The Fall Protection Plan must be drafted in accordance with the requirement of the Fall Protection Planner course (SAQA Unit Standard: 229994), taking into account any changes in the industry best practices, and will be assessed by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health & Safety Agent. A copy of the "Fall Protection Plan Check Sheet –Rev0: (See Annexure 6) that will be used by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health & Safety Agent to assess the contractors Fall Protection Plan is available on request, and the Contractors Fall Protection Plan must be fully compliant with this "Fall Protection Plan Check Sheet - Rev0".

74.1.7 Contractors' Safety Manual

The Contractor must provide both electronic and hard copies of its safety manuals, policies and procedures to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and must ensure that its personnel, at all times, strictly observe and comply with the procedures set out therein. KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative may from time to time request safety procedures applicable to the area of operations. The Contractor must forward to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa may require the Contractor from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the Contractor by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa . The Contractor must comply with such requests where the request is consistent with the requirements of the Contract. The Contractor must give prompt written notice to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa of any objection to the requested supplement, including the reasons for objection. The KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa rights under this Clause are not intended, and must not be construed, to relieve the Contractor from any obligations to ensure compliance with all provisions of this Contract.

74.2 Performance Measurement and Reporting

74.2.1 Health and Safety Statistics

The Principal Contractor/Contractor must ensure injury and incident records (Near misses/Hits, First Aid, Medical Cases, Disabling Lost Time Incidents, Accident Frequency Rates, Accident Incidents Rates, Disabling Injury Severity Rate/Accident Severity Rates), training etc. referred to above are kept on site and submitted monthly to the Engineer. All documents shall be made available to the Engineer for inspection including the Department of Labour's Inspectors as required by OHS Act.

The statistics formula as listed below shall be adhered to during construction:

$$\frac{\text{DIFR (Disabling Injury Frequency Rate)/ AFR (Accident Frequency Rate)}}{\text{Total Number of Man-Hours worked in a period}} \times 100,000$$

$$\frac{\text{DISR (Disabling Injury Severity Rate)/ ASR (Accident Severity Rate)}}{\text{Total Number of Man-Hours worked in a period}} \times 1000$$

$$\frac{\text{AIR (Accident Incidence Rate)}}{\text{Average Number Employed}} \times 1\,000$$

74.2.2 Safety Management Records

The Contractor must submit to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided to KwaZulu Natal

Province- Agriculture and Rural Development Republic of South Africa or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative if requested.

74.2.3 Field Technical/Safety Audit by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative have the right to conduct audits/inspections of the Contractor's Safety Management Plan implementation, operations, equipment, emergency procedures, etc. at any time, and the Contractor must fully cooperate with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative during such audits/inspections. The KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa rights under this clause do not/must not and will not relieve the Contractor of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the Contractor's procedures, drills, training or equipment, or non-conformities with the Contractor's accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the Contractor must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the Contractor **must stop work on the operation/activity concerned, immediately investigate the cause of the nonconformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence.** This corrective action plan is submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa for review and comment within 24 hours of the audit finding.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative **may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.**

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the Contractor's Safety Management Plan and site operations and activities. The Contractor's audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the Contractor must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the Contractor's level of conformance is between 75 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. **Where the Contractor's conformance is less than 75% the Contractor must stop work until an investigation of the cause/s has been completed and corrective actions have been developed and implemented by the Contractor.**

The Contractor must provide to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative, at a time to be agreed, not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.

74.2.4 Unsafe Act/Condition Auditing

The Contractor must implement a system to recognise, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities.

74.3 Involvement Communication and Motivation

The Contractors' and subcontractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

74.3.1 Safety Meetings

The contractor must implement and comply with OH&S Act, Section 19

The Contractor must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

The Contractor must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

In addition to Daily Safe Task Instructions, the Contractor must conduct at least weekly "tool box" meetings to discuss safety issues and procedures.

74.3.2 **Pre Start Safety Briefings**

The Contractor must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes.

74.3.3 **Safety Review Meetings**

The Contractors' Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the Contractor's and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative.

The Contractor must attend all project safety meetings as outlined in the Project Safety Management Plan.

74.3.4 **Employee Health & Safety Representative**

In all cases where 20 or more people work on a project, a Health and Safety Representative shall be elected and appointed, as described in the OHS Act Section 17 and General Safety Regulations 6 and 7, at a rate of one Health and Safety for every 50 employees or part thereof.

The Contractor must ensure that sufficient elected and/or appointed Health and Safety representative/s represent all workers employed by the Contractor. Each elected and/or appointed Health and Safety Representative is required to attend an accredited Health and Safety Representatives training course, at the expense of the Contractor, in accordance with the provisions of the applicable legislative requirements.

The Contractor must ensure that elected and/or appointed Health and Safety Representatives execute their functions as under the provisions of applicable legislation.

An appropriate sticker is to be issued by the Contractor and affixed to a **DARK GREEN** helmet to identify each Health and Safety Representative.

74.3.5 **Health & Safety Discipline Procedure**

Where a breach of a Site Health & Safety rule or The Contractors Safety Procedure is identified the Contractor must ensure that any disciplinary action taken is in accordance with an approved procedure. In the absence of a disciplinary procedure and dependent on the nature of the breach, the process as outlined below should be used:

- First breach – verbal warning/counselling
- Second breach – written warning/counselling
- Third breach - appropriate disciplinary action taken

Where a breach of a Health & Safety rule has occurred and is considered blatant, the person's Site Access may be withdrawn at the discretion of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Construction Manager or Health and Safety Agent after consultation with the relevant persons.

Should an NCR be raised, concerning Health and Safety Matters, by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health and Safety Agent, against the any Contractor (Principle or Sub-Contractor) for serious deviations/ unsafe acts/ unsafe condition being condoned, etc., the recommendations within the NCR will be final and can include, but not be limited to, a Fine of R10,000.00 per NCR and/or the removal of persons from site, or the termination of a contractor's services on the project.

The KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health & Safety Agent will also be compelled to report such offences to the relevant statutory professional body to which the offender is registered (as required).

74.4 Contractor Management

74.4.1 Subcontractor's Safety Management Plan

The Contractor must ensure that all its sub-contractors have written Safety Management Plans in place and implemented that are of a standard suitable for the type of activity being undertaken, which address the hazards involved with the particular work activity, and which support the Contractor's accepted safety management approach. The Contractor must ensure these Plans are in place before allowing sub-contractors to mobilise to site. Subcontractor Safety Management Plans must include management of transport and delivery Contractors entering the site delivering materials and/or equipment.

74.4.2 Working Together for a Safe Site

The Contractor and its subcontractors must actively participate in any programs and/or activities designed to improve the Health and Safety performance on the project.

74.5 Training and Competency

74.5.1 Contractor Personnel Competency and Responsibility for Health and Safety

Prior to the commencement of the work, including mobilisation and site set-up activities, the Contractor must provide current documentation to the satisfaction of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa verifying that the Contractor's and subcontractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.

The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and tickets, and are under competent supervision. Records are to be maintained on site of appropriate training and qualifications of all employees by each Contractor.

The Principal Contractor and all contract employees are holders of current certificates or licenses, where the operation being performed requires. All to be in compliance with Legislation, National Qualification Framework Act, 2000: Act No 67 of 200 (e.g. SAQA, CETA, HWSETA or similar registered course as applicable) or applicable industry standard where legislation does not prescribe or have registered courses to meet the requirements.

Certificates of training and/or a letter from 16 (2) certifying a person's competency and test of competency is submitted at the induction centre for each employee as well as a man/job specification.

Note: No certificates that are aligned to unit standards will be accepted. The course providers must be accredited course providers, and the certificates issues must be accredited where ever unit standards exist.

Proof of the following minimum Safety Training is required before any work may commence:

- Safety Officer (CR8.5) – SAMTRAC (Or equivalent – approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa) and at least 5 years' construction safety experience and proof SACPCMP registration or proof of submission
- Risk Assessor (CR9.1) - to have completed a SAMTRAC & SAQA Accredited Risk Assessors (HIRA) course or equivalent.
- Management and Supervisory personnel and foreman (All 16.2 and 8.1 appointees) – Supervisor's Safety course – (IRCON 24-hour course or equivalent approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa) and a certificate of competency as required by regulations regarding competency
- Workforce – (Basic Health & Safety Training)
- Trained, elected and appointed Safety Representatives per area in the following ratio: **(OH&S Act - Section 17 &18 and General Administrative Regulations 6 and 7)**
- Up to 50 people on site = 1 Representative
- And 1 for every 50 or part thereof thereafter
- Trained and appointed First Aiders per area in the following ratio; **(OH&S Act – General Safety Regulation 3)** at least one First Aider to hold a Level 3 certificate and be on site fulltime.
- Up to 50 people on site = 1 First Aider
- And 1 for every 50 or part thereof, thereafter

When teams are working in separated areas KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative may instruct the Contractor to appoint First Aiders and Safety Representatives per work area regardless if less than fifty people are working in an area.

The Contractor is responsible for offloading all deliveries of materials, equipment, etc. delivered to the Site, including the competence of transport and delivery Contractors entering the site.

Generally, all equipment operators will be required to be re-assessed, using the equipment provided and, in the conditions existing on site, in relation to heavy vehicle/light vehicle operation and interactions.

The Contractor represents and warrants that its supervisors are competent, and have been trained and advised in writing that they are responsible, and have accepted and acknowledged such responsibilities in writing, for ensuring that the work is performed in accordance with all applicable laws, rules and regulations, good working practices, and any additional guidelines and/or operating standards provided to the Contractor by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa .

The Contractor must, develop a Personal Safety Action Plan for each key staff member that lists actions to be taken and responsibilities. These plans are regularly audited by the Contractor's Project Manager. The Contractor's Project Manager will have his Personal Safety Action Plan audited by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative.

The Contractor must at the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa request, provide KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa with organization charts, specifying the areas of safety responsibility of supervisors. The Contractor's Supervisors must assess and assure themselves that employees under their control have adequate skills and training to carry out their tasks and will not be permitted to perform tasks for which they have not been adequately trained.

The Contractor's and/or subcontractor's employees must, where required by legislation & where accredited courses are available, be the holders of current relevant Government Department Certificates or Permits where the operation being performed requires such certification.

Contractor's and subcontractor's employees carrying out the following designated tasks require specific authorisation by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa , i.e.:

- Operation of mobile equipment including cranes and work platforms
- Slinging of loads from, and the direction of movement of loads by, cranes and other lifting devices
- Driving light vehicles, buses, trucks, etc.
- Supervising Excavations deeper than 1.5m

The Contractor must request authorisation of persons nominated to perform these tasks, with 2 weeks' notice, and must support that request with copies of competency certificates, including driving license, and relevant medical certification, copies of log books or work experience that can be verified, and a written statement attesting to the fact that the employee is competent to perform the nominated function. Note that medical examinations for drivers and crane operators are specific to the trade. Copies of all such evidence of competence are logged in a Register maintained by the Contractor. The Contractor must provide electronic copies of such Register/s to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa upon request.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative may at any time conduct a task observation as to the ability of any operator of equipment or person carrying out a nominated specific task, to carry out that task in a safe and competent manner. If KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative is of the

opinion that the person is not “currently competent”, that person must cease work immediately, undergo the necessary retraining or be removed from that activity. Retraining is at the Contractor's expense.

74.5.2 Training

74.5.2.1 Induction in Health and Safety

Comply with: OH&S Act - Section 8

The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Site-specific induction. This Project induction has a “life” of 12 months, after which re-induction is required.

The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor’s Safety Management Plan, the Contractor’s Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations, the Project Safety booklet, as well as a Site-specific induction, which must as a minimum consist of an introductory briefing explaining the nature of the work, the general hazards which may be encountered during the operation, and the particular hazards attached to their own function within the operation and how these hazards is identified and accounted for.

The Contractor must ensure that all its employees and the employees of its Sub-contractors working on-site are adequately trained in the type of work to be performed and are trained in relevant procedures and have the appropriate qualifications, certificates and tickets and are under competent supervision. Records are to be maintained of appropriate training and qualifications.

The Contractor must ensure that all its personnel and its subcontractor’s personnel receive a copy of the Contractor’s Health and Safety training manuals or handbooks relevant to their jobs which must detail Health and Safety code and conduct, personal safety protection, emergency Health and Safety response and personal health conduct. The Contractor must provide KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa with details of ongoing training programs and must provide KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa with all related revisions during the term of this Contract. The Contractor must provide programs for the above to overcome any language, literacy or comprehension impairments.

A full day is set-aside for Induction and production of appropriate photo identification of all employees.

Prior to induction all employees must undergo a pre-employment medical examination (If required) and found fit for duty. A copy of the certificate of fitness is presented for permanent record at the induction centre and kept at site offices for permanent record to be transferred to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa on project completion. Employees found with health conditions and need to receive chronic medication, shall be monitored as to the effect that medication are taken.

Employees must not have access to the site until they have completed this induction. The Contractor must keep a record of all inducted personnel.

Before commencing work, the following induction-training courses are attended:

- Site Induction
- Contractors' job specific Induction

Proof of job specific induction signed by Inductor and trainee is submitted at the induction centre before a badge is issued.

In addition to the basic safe working practices induction, the Contractor must ensure that all his employees and those of his sub-Contractors are inducted in site-specific safety issues.

The Contractor must ensure that badges and exit medical certificates are submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa site representative when people are demobilised; failure must result in withholding of final payment until exit medical certificates are received and or a penalty of R200-00 is paid for every badge not submitted.

Contractors should ensure exit medical and badges are received before final payment of employees.

74.5.2.2 Emergency Procedures

The Contractor must ensure that all personnel on the Site, including visitors, are properly instructed in the Site emergency response procedures. Drawings and plans, indicating emergency equipment and escape routes shall be displayed on notice boards and other places as may be required.

74.5.2.3 Isolation Procedure Training

The Contractor must comply with and train their employees in the Site requirements in relation to Hazardous Energy Isolation. The level of training is dependent on the position and responsibilities of the employee.

No person who has not been properly trained and assessed as competent will be allowed to isolate any item of equipment or plant.

74.6 Hazard and Risk Management

Prior to the commencement of the work, including mobilisation and site set-up activities, the Contractor must demonstrate to the satisfaction of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa that the Contractor has performed hazard identification and risk assessment of the Work, and of the associated equipment and facilities, to meet the requirements of the Contract. The Contractor is responsible and accountable for ensuring that effective procedures and assessment systems are in place so as to control hazards and so mitigate risks to as low a level as is acceptable and to meet all the Health and Safety management requirements under this Contract.

74.6.1 Project Specific Hazards

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project manager will identify specific job-related hazards applicable to the Work under the Contract, and inform the Contractor thereof.

74.6.2 Hazard and Facility Review Studies

The Contractor must ensure that Hazard Identification studies is incorporated into the Contractor's Design Management Plan and scheduled at appropriate stages of the design process.

The Contractor must make available suitably qualified and experienced personnel to participate in these studies. KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and/or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative will also participate. The Contractor is required to provide all input data for the conduct of the studies.

The Contractor is responsible for the implementation of the study findings and must carry out any modifications to design or plant required by the outcomes of the studies.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa has made all reasonable efforts to ensure that the safe and clean design input information provided is complete and correct. However, the Contractor must make its own assessment of the hazards and risks associated with the Work under the Contract, consistent with the requirements of the Contract and the obligations imposed by all applicable legislation.

74.6.3 Hazard Identification and Risk Assessment Workshops

The Contractor must conduct, with appropriate personnel, Construction Safety Studies to identify the detailed methodology and related hazardous activities, in particular those with potentially catastrophic consequences such as multiple and single fatalities, of the Contractor's Site installation work scope, for example crane operations and positions, lift sizes, work at height locations, confined spaces locations, work near operational plant, hot work, hazardous substances and dangerous goods being used, etc.

The Contractor must also conduct, with appropriate personnel, Preliminary Hazard Assessment (PHA) workshops to identify the work methodology and related hazardous activities, in particular

Those with potential for fatality or serious injury, of tasks and activities related to particular work packages or locations. In all circumstances the objective of these risk management processes will be to eliminate hazards or otherwise reduce risks through the hierarchy of controls.

Where the PHA workshop identifies that administrative controls (procedural controls) have to be used to reduce the risk to an acceptable level, then the Contractor's work crew or individual if it is a one-person task, must carry out a Job Hazard Analysis (RA) of the task or activity, which will result in a Work Instruction for routine tasks and activities or the documented RA for non-routine, one-off or changing tasks and activities. RA's will be reviewed by the Contractor prior to starting work each day or shift, and Work Instructions prior to starting work each week.

A five stage hazard identification (define job, identify hazards, assess risk, control risk, monitor) and risk assessment process will be implemented by the Contractor for commissioning and start-up activities, conducted on all system commissioning and live testing operations, activities and tasks prior to introducing hazardous energy and/or materials.

The Contractor's Site Management Representatives, supervisory personnel, technical experts as required, and work force personnel directly involved will participate in these hazard and risk assessment processes, and the findings documented. The KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa , and/or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative must attend the workshops / studies. At these workshops/studies the Contractor's methodology may be reviewed task by task, potential hazards identified, and actions agreed on to mitigate risk.

74.6.4 Risk Assessment of Plant and Equipment

Risk assessments of plant and equipment is undertaken and documented before arrival at site and after major service, after modification, and before use in an unusual operating mode. They are undertaken by a suitably qualified and experienced person and is reviewed and signed by the Contractor Project Manager or Equipment Supervisor.

Such risk assessments for equipment mobilising to Site is reviewed and accepted by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa , or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative prior to the equipment arriving at Site, and must consider, where applicable, potential for entanglement in moving parts, crushing or striking by moving or falling objects, cutting or stabbing by sharp objects, high pressure fluids, electrical shock or burns, burns from hot or cold surfaces, slips, trips and falls, ergonomic design of access and egress (3 points of contact to be maintained), seating, vibration, noise, exhaust fumes, etc. The identification of hazards should consider normal operations, abnormal or unusual operations, maintenance and servicing operations. Particular attention is given to fall protection attachment points when there is a requirement to work over 2 meters above the ground (servicing earthmoving equipment for example).

The contractor must implement and comply with OH&S Act - Electrical Machinery Regulation 9.

The Contractor must ensure that all plant, equipment, power and hand tools brought onto the site by the Contractor or his sub-Contractors are:

- Appropriate for the type of work to be performed
- Approved, inspected, tested, numbered and tagged (if appropriate) in accordance with Occupational Health & Safety Statutory regulations and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa rules, before importation onto the site
- Properly maintained in accordance with manufacturer's recommendations
- Placed on register and checked at least monthly and or more frequent as required by required by Legislation and or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa rules

Construction Plant and Equipment

The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations

The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.

Should any plant or equipment become inoperable for a period considered by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative to be harmful to the progress of the work, the Contractor, on KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative's instructions, must remove the unserviceable plant or equipment and replace it with similar serviceable plant or equipment at no cost to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa .

No item of plant or equipment delivered to site for this Contract is removed from the site prior to the completion of the Contract without the written approval of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative from the opinion that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative must advise the Contractor in writing and the Contractor must forthwith remove the item from the site and replace it with a safe and adequate substitute. In such cases, the Contractor must not be entitled to extra payments or extensions of time in respect of delay caused by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative's instructions.

Standard and Performa Registers

As standard project procedures, the Contractor is expected to:

- Set up an initial set of registers
- Complete the registers for each piece of plant, tool & equipment brought onto site
- Maintain a complete, continuous and comprehensive inspection & service history in these registers

Ensure at least monthly inspections are done and recorded for all plant, tools & equipment by a competent person.

74.6.5 Method Statement

The Contractor must submit Safety Method Statements to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative for approval prior to the task commencing (the Contractor must factor in at least seven (7) working days for a Safety Method Statement review, this does not necessarily mean that approval will be within seven days as amendments may be required and the Method Statement resubmitted for review). Safety Method Statements are to be submitted before or with the Risk Assessment and prior to the work commencing or on request of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative.

Acceptance of a Safety Method Statement by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa must not relieve the Contractor of responsibility for ensuring full compliance with Contract specifications and conditions. Specific Work Method Statements may also be required by legislation. Note: an approved Safety Method Statement is useless without the corresponding Approved Risk Assessment.

The Contractor must record the Safety Method Statement on the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative format. The Task Items listed in the Safety Method Statement must tie up exactly with the task items being assessed in the Risk Assessment document.

The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

74.6.6 Critical Hazard Management Plan

Where the Contractor identifies a Critical Hazard, that is one that has the potential to cause multiple fatalities and the exposure is not an isolated occurrence, it must develop a Critical Hazard Management Plan to control the risk. These Plans is submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa for review and be entered in the Site Risk Register. Journey hazards to and from the Site should be included.

The plans are periodically reviewed (every four months) for applicability and suitability.

74.6.7 Risk Assessment

As described above, prior to the commencement of each work activity, or as requested by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative, a Risk Assessment (RA) is completed, documented and submitted to the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative for approval prior to the task commencing (the Contractor must factor in at least seven (7) working days for an RA review, this does not necessarily mean that approval will be within seven days as amendments may be required and the RA resubmitted for review).

The purpose of the RA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

The Contractor must propose the RA process and must record the RA on the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative format (Annexure 1, as attached), considering the requirements below. The documented RA and/or resulting Work Instruction is completed by the work crew and job supervisor, and at least one team member is skilled and experienced in the RA / risk assessment process. Completed RA's is available for review by the work crew, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative upon request.

The Risk Assessment must:

- Describe the operation to be performed in the sequence of the basic job steps.
- Identify the hazards or potential hazards at each step.
- Identify the possible consequences for each hazard at each step.
- Assess the Initial Risk Score that each hazard presents (Probability x Severity x Frequency), the total score will be used to identify the Risk Ranking/Priority Factor. Once control measures have been considered and implemented, a Revised Risk Score must be allocated to each hazard.
- Identify the Site Rules that apply.
- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable (ALARP) and is acceptable to the work crew (remembering that PPE is the last resort and elimination and engineering controls must always be considered first).
- Identify the related Work Instruction if appropriate.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity.

Should the Contractor's appointed Risk Assessor continually submit sub-standard Risk Assessments, this would indicate that the Risk Assessor lacks the knowledge and experience required, the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative reserves the right to ask that the appointed Risk Assessor is replaced with a more competent and experienced Risk Assessor.

The sub-contractors must also comply with competency, content and format requirements of the Risk Assessments as listed above. It is the Contractors responsibility to review and approve their sub-contractors Risk Assessments to the same standard as KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative would review it to. KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative reserves the right to inspect the sub-contractors risk assessments and if found to be sub-standard then those tasks affected by the sub-standard risk assessments will be stopped until the risk assessments are amended to a satisfactory level.

74.6.8 **Unsafe Operations**

If the Contractor believes that the work cannot be safely undertaken or that continuance of the work may result in unsafe conditions, it must immediately cease the operation until a safe method of work has been identified. The Contractor must at all times make every effort to control or overcome the cause, or minimize the effect of, any unsafe condition.

- **5.6.9 Work in Operating Areas**

When the Contractor is working in close proximity to roads, access ways or other equipment and a safety hazard has been identified, the Contractor must provide safety

watchers as necessary or as directed by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa 's nominated Representative and must provide, erect and subsequently dismantle all the required barriers, flags, wheel stops, buffer stops, flashing lights or other safety equipment to enable its operations to proceed in a manner which satisfies KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa 's nominated Representative. At all times, defined access ways are kept clear of objects or obstructions which could cause injury to personnel or damage to equipment or plant.

The Contractor warrants that the Contract rates and prices include for all safety watchers (spotters or look-outs), signs, lights, barriers, traffic barricades, protective shielding and the like required for the protection of personnel, plant and construction operations.

- **5.6.10 Hazardous Materials**

The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements.

The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations and any procedures published by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or in the absence of any relevant law, regulation or procedures, in accordance with sound safe practice.

- **5.6.11 Hierarchy of Control**

The Contractor must ensure that all risk and hazard controls are applied in accordance with the 'Hierarchy of Control' methodology.

Control measures to eliminate or minimise the risk is considered and implemented in the following order of priority:

- 1 **Elimination** of the hazard is the main objective.
If this is not possible, prevent or minimise exposure to the risk by one or a combination of:
- 2 **Substitution** - substituting a less hazardous material, process or equipment
- 3 **Isolation** - isolating the hazard from the person or the person from the hazard
- 4 **Engineering** - redesigning equipment or work processes
- 5 **Administration** - introduce administrative controls

As a last resort, when exposure to the risk is not (or cannot be) minimised by other means:

- 6 **PPE** - identify and use appropriate personal protective equipment

- **5.6.11.1 Management of Change**

The Contractor must develop a Procedure and system to manage the change process. This Procedure and system must address the required processes to ensure that proposed changes do not give rise to unacceptable risk to health, safety, assets and/or the environment.

The change management process must aim to ensure the following

- Changes are identified and recognised
- Careful consideration is given to managing the Risks associated with any change
- Due diligence can be shown to have taken place

- A reduction in the number of unsatisfactory or unnecessary changes
- Involvement of the right people in the change process
- All statutory requirements are met

The change management controls must apply having regard to the fact that change may be planned, sudden or gradual.

74.6.9 Construction Regulation

In addition to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Risk assessment requirements above, the contract must implement and ensure compliance with: Construction Regulation 9.

74.7 Occupational Health and Hygiene

74.7.1 Fitness for Duty

The Contractor must ensure that personnel under its control and authority comply with the requirements of the Fitness for Duty Policy and are bound by its disciplinary provisions, regarding the possible effects of:

- General level of personal fitness and/or medical conditions
- The consumption of alcohol
- The use of other drugs (prescription, pharmaceutical or illicit)
- Fatigue
- Stress

74.7.2 Alcohol and Other Drugs

The Contractor must ensure that personnel under its control and authority do not at any time, during the performance of the work, take or work under the influence of any alcoholic and/or other drug other than for bona fide medical reasons or other proper reasons that have been approved in advance and in writing by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager. The measures to be taken by the Contractor must include a drug test prior to such personnel starting work on the site. The Contractor must ensure that personnel under its control and authority comply with the Project site program of random testing for alcohol and other drugs.

74.7.3 Health Assessments and Health Monitoring

The Contractor must ensure that all the Contractor's personnel are healthy and medically fit for their respective assignments and must certify the same to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa if so requested. The Contractor is responsible for pre-placement and exit medicals and ongoing health assessments.

The Contractor must ensure that operators of mobile equipment undergo "fit for work" medical examination every 1 year and crane operators engaged in lifting man boxes every 5 years. This medical is to certify that the medical practitioner has examined the operator and formed the opinion that the operator is free from deafness, defective vision, epilepsy, heart disease, and any other infirmity likely to cause the operator to lose control of the machine being operated.

The Contractor is responsible for the medical welfare of its own employees, servants or agents and their families.

All medicals to include the Annexure 3 form as per the Construction Regulations 2014, signed and stamped by the occupational medical practitioner.

74.7.4 **Hygiene**

The Contractor must ensure that its personnel and subcontractor's personnel must maintain high standards of hygiene in connection with the performance of the work.

The Contractor must maintain all work areas in a clean and tidy state and must promptly and appropriately dispose of waste material.

Resting and Eating areas are kept in a clean, tidy manner and are positioned away from contaminants and hazards, to the satisfaction of the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative and any statutory requirements.

Due to the nature of this site no eating and drinking may take place outside the designated eating or office area facilities are to be made easily available for persons to wash hands when leaving the construction area and entering the construction site offices.

74.7.5 **Cleaners, Solvents and Hazardous Materials**

No chemical, which is potentially hazardous, is brought onto the Site without the prior acceptance of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative.

The Contractor must submit to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa a Materials Safety Data Sheet (MSDS) with its request for acceptance of each hazardous substance the Contractor proposes to use at the Site.

The Contractor must ensure that all necessary transport, storage and usage precautions are taken and that safety equipment, including antidotes, if necessary, are available on the Site.

74.7.6 **First Aid Services**

The contractor must implement and comply with OH&S Act - General Safety Regulation 3

The Contractor must provide a person qualified to give first aid attention on the Site at all times that the Contractor is carrying out work on the Site. The minimum qualification is that provided by the St John's Ambulance Brigade or as prescribed in the **OH&S Act – General Safety Regulation 3**.

The Contractor must provide and maintain first aid equipment on the Site. The equipment is to a standard as laid down by the Statutory Regulations.

74.7.7 **First Aid Boxes**

To be provided with contents as per minimum legal requirements. Boxes is provided in all working areas and kept locked. Record to kept, in an appropriate register of all treatment done. (**SABS 1186** approved signs to indicate location of first aid boxes)

74.7.8 Emergency Numbers

Lists with emergency numbers to be posted at phones and in every office. Provide workers with stickers to place inside their hardhats with emergency numbers printed on stickers.

74.7.9 Smoking

The Contractor must not permit smoking at the Site except within designated smoking areas selected in accordance with applicable laws, rules, regulations, and policies.

74.7.10 Sun Protection

The Contractor must ensure that all personnel are protected in sunlight by the use of long sleeve shirts, long trousers; brims to safety helmets, UV factored sunscreen and shade structures.

The Contractor must conduct training and awareness sessions with its workforce, advising on the risks of working in the heat and dehydration and the precautions to be taken including an acceptable fluid intake depending on conditions. The Contractor must ensure that adequate water is available to its workforce at all times.

74.7.11 Working Hours

The Contractor is responsible for the administration of the working hours of its employees and subcontractors. Maximum working hours per day and minimum rest times between shifts is specified in the Contractor's Health and Safety Management Plan and must comply with the requirements for the project site unless specifically approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa.

74.8 Safe Systems of Work

74.8.1 Typical Activities Requiring Safe Work Procedures (SWP's)

Guidelines of typical construction activities for which SWP's is provided before starting work on site by the Contractor (To be attached to Risk Assessments)

- Site establishment, Fire-fighting and evacuation, Rubble and refuse removing, Stacking and storing, Housekeeping, Loading & off-loading of vehicles etc.

74.8.2 PPE

Safe Systems of work to address specific PPE requirements over and above the minimum requirements as per the Site Rules taking into account items of PPE that might not be compatible with the user or with other PPE (e.g. if the user has spectacles and is

required to wear a full face respirator, the spectacle arms will break the seal and will not provide the required protection). PPE is also to be seen as the last resort and engineering controls should be put in place whenever possible.

74.8.3 **General**

Work areas – benches, containing of sparks, Barricading and handrails, Safe Access and egress, Evacuation and emergency procedures, Backfilling and compacting, Shuttering & Form work, Lifting and rigging, Steel fixing, pouring of concrete and floating, Elevated work, use of ladders, Roadwork and Fuelling of machines.

74.8.4 **Activities per Discipline**

Civil, Pipefitting, Excavation, Bricklaying, Work in confined spaces, Stock keeping and control, Demarcation

People activities like:

Grinding, Welding, Using Jack Hammer, operating of machines, Cutting, Compacting, Crane operating etc.

74.8.5 **Personal Protection**

The contractor must implement and comply with OH&S Act – General Safety Regulation 2

74.8.5.1 Standard PPE

All Contractors' personnel at the site, including visitors, must use the following minimum personal safety equipment at all times and must comply with relevant SABS/EN/EC codes:

- Safety head protection with chin strap (**SANS 11451** approved)
- Safety footwear with steel toe protection.
- Safety glasses with side shields (UVEX type or equivalent)
- Hand Protection as required
- Long trousers
- Long-sleeved shirts with cuffs and collars and reflective taping as required
- High visibility Reflective Vests.
- Hearing and respiratory protection as required
- Suitable protective clothing (Overalls for all employees conducting physical working)

Personnel exposed to noise levels exceeding 85dB (A) for any period of time or where signs indicate hearing protection is required to wear (**SANS 11451** approved) hearing protection. Note: NIHL (noise induced hearing loss) assessment should be conducted, where appropriate, by a competent person (Registered Occupational Hygienist) and recommendations and control measures followed.

Other personal protection items such as gloves, face shields, leather spats, safety harnesses, aprons or other such items may be specified for use by legislation, the Scope

of Work or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative. Personal protective equipment must also be worn, if recommended by manufacturers or suppliers of proprietary products or equipment.

All personnel engaged in maintenance and operational activities must use the minimum personal protection applicable at the site.

PPE must be issued to all workers free of charge (unless otherwise damaged or lost by the employee) and a record of issuing must be maintained (including but not limited to; employees name, date of issue, item issued, employee signature, issue officer signature, etc.).

Training must be provided to all employees to ensure they know how to use and maintain their PPE. Training should include but not limited to: Cleaning of PPE, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task, identifying when PPE is spent (i.e. reach saturation point/no longer functioning as it should) or broken, etc.

74.8.5.2 Specific PPE

The Contractor must provide and ensure usage and compliance with the following minimum PPE requirements for site work:

SABS/EN/EC approved hard hats and hard hats with fixed side knobs for welding and grinding operations.

Approved and appropriate overalls.

Wearing of impact Safety Spectacles with side shields are compulsory on site and in workshops at all times. Prescription glasses must comply with the same standard or cover impact safety spectacles is worn over them.

Front flip goggles to be used for gas cutting.

Double Eye-Protection

- Welding – Impact Spectacles & Welding Hood
- Grinding – Impact Spectacles & Full Face Visor
- Cutting – Impact Spectacles & Full Face Visor
- Reaming – Impact Spectacles & Full Face Visor

Specific PPE

- Boots / Shoes – “Fram” safety boots or equivalent.
- Gumboots – Steel cap toe.
- Ear-plugs (**SANS 11451** Approved)– Noise zones exceeding 85Db (Including grinding/compacting etc)
- Nuisance Dust – Dust Masks – 3M Standard
- Grit Blasting – Airline Hood
- Spray Painting – Airline Hood (Confined Spaces) /Canister type mask

Applicable Gloves to be worn for all Hand Operations

- Using a Stanley knife - Glass cutting gloves
- Gloves for artisans and helpers.
- Manual Handling – standard gloves.
- Symbolic signs (To comply with **SANS 11186**) indicating the use of PPE is placed at entrance to the construction site
- COVID 19 3 ply Cloth mask

Respiratory Protective Equipment (RPE) & Breathing Apparatus (BA):

- Only SABS/EN/EC rated equipment to be supplied.
- Must be provided as per Risk Assessment requirements based on Time Weighted Averages (TWA) and Workplace Exposure Limits (WEL).
- Must be provided as advised by an Occupational Hygienist, after they have considered the exposure risks on site.
- Where possible, after considering exposure risk and cost factors, the most effective RPE for the situation should be used.
- Specific training must be provided to all employees who use the RPE/BA for the use and maintenance of RPE/BA. Training must include but not be limited to: Cleaning of RPE/BA, Disposal of RPE/BA items or filters/cartridges, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task, identifying when PPE is spent (i.e. reach saturation point/no longer functioning as it should) or broken, etc.

Issue, Replacement and Control of PPE

A dedicated person must:

- Control the issue and replacement of equipment
- Keep an up-to-date register, with signatures of the recipients, as proof of having been issued with such equipment will be free charge

***PPE and Related Safety Requirements at to be issued for free by Contractor.**

74.8.6 Working on Live Electrical Equipment / Sub-Station

The Contractor may not allow any work on live electrical equipment!

74.8.7 Requirements when Off-loading Vehicles

The Contractor must ensure that drivers and/or their assistants, who are required to assist with the off-loading of material and/or equipment, are provided with the following minimum Personal Protective Equipment: -

- Hard hat
- Safety boots / shoes

- Gloves
- Glasses
- High Visibility Reflective Vest

74.8.8 Elevated Work

The contractor must implement and comply with Construction Regulation 8

The Contractor must:

- Submit a fall protection and rescue plan to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager for approval, before any elevated work commence
- Parachute type harness with shock absorber and double lanyard to be provided for all elevated work
- Ensure that:
 - All tools in elevated positions is attached to lanyards and be attached to either the person or structure
 - Equipment in elevated positions are tied back to the structure
 - No loose items in elevated positions. E.g. Bolts and nuts is in pouches, not paper boxes
 - Overhead work allowed only if Area below is barricaded in accordance with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa barricading requirements
 - Competent riggers place lifelines on register and check it daily before use and records findings in the said register

Note: Employees must be attached by at least one lanyard of the safety harness/climbing harness at all times when conducting elevated work.

74.8.8.1 Structures

The Contractor must implement and comply with Construction Regulation 5.

74.8.8.2 Barricading requirements

The contractor must implement and comply with OH&S Act – General Safety Regulation 13 (I)

The Contractor must ensure that:

- All openings and edges are barricaded with solid barricading to withstand an impact of at least 100kg
- Only solid barricading covered with Orange “Snow Netting” and or KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa approved equivalent barricading is allowed to be used as barricade
- Solid barriers to prevent persons falling into them must protect openings in floors, stairwells, staircases, open-sided buildings and any structure in the course of erection, where dangerous openings exist
- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures
- Barricading is tagged, placed on register, maintained and inspected daily – The owner of the barricade’s name and mobile number must appear on the tag

All handrails and fencing must comply with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Standards. They are provided around all holes or openings to prevent any person being injured as a result of a fall. A Solid framework with Plastic Barricading Netting attached to it is required.

Where it is impracticable to provide fixed guard railing, effective removable barriers are provided at all unguarded openings in guard railing or floors, and is maintained in position at all times until the hazard no longer applies.

Note: Danger tape will not be accepted as barricading!

74.8.9 Working in Existing Operations

Work carried out such that no interference is caused to other construction work being carried out on the Site and no claims for delays are brought about by the nature of the work is approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager.

Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other construction activities is carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (**within legal parameters**) for the duration of such work. The times when work of this nature can be carried out are as arranged with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

74.8.10 Permit to Work

The Contractor must obtain a permit from the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and necessary test done like testing for gases and vapour presents, etc.

The permit must list specific condition and hazards involving the specific task.

74.8.11 Alterations to Existing Facilities

All necessary alterations to existing details and connections between new and existing details is carried out by the Contractor, including the making good of existing details on the completion of the work.

Where openings are left, due to the removal of access platforms, hand rails, or steel work or where new details have not been installed, the Contractor must fabricate and install temporary solid handrails until the permanent structure is erected.

All temporary connections and the like are carried out in conformance with all regulations to ensure safe operation and passageway for all personnel.

Protection of Equipment

The Contractor is responsible for covering up any equipment placed in danger of damage from his operation, for example cables or other combustible equipment, with a flame-proof material before Oxy-cutting, grinding and welding.

The Contractor must ensure that all equipment is properly protected against damage or deterioration during all phases of construction, in accordance with equipment suppliers' recommendations.

74.8.12 **Work in Operating Areas**

When the Contractor is working in close proximity to operating cranes, roads, railways or other equipment and a safety hazard exists, the Contractor must:

- a) Provide safety watchers as necessary or as directed by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative
- b) Provide, erect and maintain all the required barriers, flags, and wheel stops, buffer stops flashing lights or other safety equipment to enable his operations to proceed in a manner which satisfies KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Safety Regulations
- c) Remove all such protective devices once the hazard has been removed or on completion of the work

The Contractor must at all times keep defined access ways clear of objects or obstructions which may endanger the health, safety or welfare of personnel or cause damage to equipment or plant.

The Contractor must provide any temporary protective shielding required for the protection of construction activities from nearby operations, at his expense.

The relevant permits are obtained prior to undertaking any work. In addition to this, the Contractor must advise KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative immediately prior to commencing work in the area.

Where the work is carried out in hazardous zones or where there is a danger of producing combustion in adjacent flammable materials, the Contractor must provide a dedicated fire watch for job site control, including management and implementation of preventative action.

Remember for all work done in live plant Contractor's supervisors must obtain a permit to work from the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa operational control with a KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative present.

74.8.13 **KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Operations**

Access to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa operations and operating plant and facilities is restricted.

All access to the construction site is through defined access roads and all personnel, Contractors, deliveries, visitors and the like must use only these defined access routes.

Unauthorised personnel found in restricted areas of the Plant will be removed from the site.

The Contractor must provide watchers for activities adjacent to operating plant.

Personnel are required to move out of the Construction areas during periods when the Overhead Cranes is moving over the area.

Operations must cause interruption to or provide access for the construction activities, which is further, explained at the Site Meeting.

All tools and equipment are kept in first-class condition. Examine all tools for faults before use and report all unsafe tools, equipment or conditions to the relevant Supervisor immediately.

74.8.14 **Plant Isolation Procedures**

A strict isolation & permit system involving the use of Danger and Out-of-Service Tags and, in some circumstances, locks, applies on KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa premises.

74.8.15 **Working of Moving Equipment**

Never work on a crane, conveyor table or other machinery without securing permission.

Work must not be started until the Contractors' personnel have placed Danger Tags and control access.

74.8.16 **Compressed Air**

Compressed air must **NOT** be used for any purpose other than that for which it is provided.

Do not use compressed air to remove dust from clothing.

NEVER direct a stream of compressed air at your body or that of any other person - it may enter the body and cause serious injury or death.

Locking wires or other suitable approved devices are to be used to prevent accidental uncoupling of compressed air hoses

Do not disconnect air hoses until sure that the supply valve is closed and the pressure in the hose has been released.

Hoses to be orderly routed and elevated, if required, to prevent tripping hazards.

74.8.17 **Oxygen, Acetylene and LPG Cylinders**

The contractor must implement and comply with OH&S Act - General Safety Regulation 9 and SANS 11548

Contractors must establish satisfactory storage areas (Fenced, shaded, approved surface and all necessary signs posted) for oxygen, acetylene and LPG. Gas cylinders. Oxygen, acetylene and LPG cylinders is stored (separate) and in an upright position.

When moving cylinders from place to place, keep them from being knocked over or falling. Before moving a cylinder without a suitable truck or trolley, close the cylinder valve and remove the regulator. Only use special approved cylinder crates/cradles. Do not transport cylinders with magnet cranes. Never use cylinders as rollers, even if they are marked 'empty'.

Make sure that cylinders do not come in contact with electrical circuits, e.g. welding leads. Never strike an arc on a cylinder.

Do not store cylinders in hot places. If possible, do not use cylinders in hot places. Don't let cylinders get hot; avoid standing them in hot sunlight if possible. Before you begin a job in a hot area check to see that your cylinders are protected from overheating. Keep your cylinders far enough away from cutting work to stop sparks or hot slag reaching them. If it is necessary to work where cylinders become hot or warm, move them to a cool area as soon as you finish the job.

As with compressed air use oxygen **only** for the purpose for which it is provided. Do not use oxygen in pneumatic tools or tyres as an explosion may occur.

Oxygen cylinders should be stored at least 5m away from other flammable gas cylinders.

Flashback arrestors to be fitted on torch and cylinders.

Empty cylinders to be marked as such and removed daily to approved storage areas. Cylinders must only be allowed on site in an approved trolley, properly secured and with a 1,5KG Dry powder fire extinguisher attached to the trolley.

Storage of Gas Cylinders

- Storage areas should whenever possible be well clear of buildings
- A protective covering is provided
- Adequate ventilation is provided
- Storage areas is kept free from all combustible materials, no other materials are stored in cylinder enclosure
- Full cylinders are kept apart from empty cylinders so that it must not be necessary to open valves to check whether cylinders are empty or full. Mark empty cylinders clearly and store in space provided
- Cylinders must always stand upright; special stands are used for cylinders and the cylinders is chained separately in an upright position
- Cylinders is stored in rows with aisles in-between for easy removal in event of fire
- For security and ventilation purposes a wire mesh fence should surround the storage area. Keep the enclosure locked
- All danger signs are prominently displayed at storage area; e.g.:
 - No Smoking
 - No naked flames
- Adequate firefighting equipment is available
- Oxygen and acetylene should be stored separately
 - The storage should be clearly marked
 - Oxygen - Full Oxygen - Empty
 - Acetylene - Full Acetylene - Empty
- Flammable and oxidising gasses must not be stored together, greases and oils must never be allowed to come in contact with Oxygen
- If electrical lighting is required, it should be of an approved type and comply with SANS 10108

74.8.18 **Recognized Walkways**

When walking through the Site or to personal work area use recognised thoroughfare. Don't take short cuts.

74.8.19 **Explosive powered tools**

The Contractor must implement and comply with Construction Regulation 19.

Explosive powered tools may only be used when prior written permission is granted by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager.

74.8.20 **Welding, Cutting, Grinding and Heating**

The Contractor must implement and comply with OH&S Act - General Health and Safety Regulation 9.

Contractors must instruct employees in the safe use of welding equipment. Cutting and welding work is carried out in accordance with **General Safety Regulation 9**.

Non-combustible or flameproof shields to protect employees from direct rays and airborne particles must shield arc welding, cutting and grinding operations.

Electrode holders or welding guns is maintained in good order, and when they are to be left unattended, the electrodes are removed and the holders is placed or protected so that they cannot make electrical contact with employees or conducting objects.

All arc-welding cables are properly maintained and completely insulated. There is no repairs or splices within 3 meters of the electrode holders, except where splices are insulated equal to the cable. Defective cable is repaired or replaced. The earth cable is connected to the work place.

Fuel gas hose and oxygen hose is of an approved type, be easily distinguishable and must not be interchangeable. Hoses are inspected at the beginning of each day and is repaired or replaced if defective.

Hot Work

- Hot work permit to be obtained before job starts
- Falling sparks and/or Hot cuttings to be contained
- Fire Blankets and Fire Extinguishers is at hand
- Ensure not to carry out any Hot work, Cutting and/or Grinding in the vicinity of Flammable Liquids
- Protect Rubber lined Vessels / Tanks etc.
- Combustible Floors is wetted down, covered with Damp sand or Fire proof sheets
- All wall and floor openings covered
- Containers / Pipes purged of Flammable vapours
- Fire watch is provided
- Area to be inspected after Hot work has been completed
- Fire watch to stay in place for at least 30 minutes after operation
- Warn all Employees working under hot work process

Ensure adequate fire extinguishers, where appropriate, Mobile Water supply with Water Spray / Pressure available, at all times during Hot Work Operation.

Harmful gases are given off when doing certain types of welding work and the Contractor must provide a breathing apparatus when welding, cutting or heating:

- Zinc, lead, cadmium, mercury, or beryllium bearing based or coated materials in enclosed spaces
- Stainless steel with inert-gas equipment
- In confined spaces

- Galvanised steel
- Where an unusual condition can cause an unsafe accumulation of contaminants
Proper protective equipment to prevent exposure of personnel is provided.

No welding or cutting is undertaken where hot metal or sparks can fall onto walkways, work areas, cable ladders, electrical equipment, etc. Before welding or cutting is started, fire retardant blankets are placed to arrest such hot metal or sparks. Particular attention is taken when working above cables that are not adequately covered.

Use an approved type flint gun for lighting of torches. Do not use matches, rope wicks or other smouldering materials.

Hoses is deflated before cutting torches are cleaned and nozzles not robbed against gloves

During welding operations, the earth lead is to be attached to the work area and never such that the earth is established through equipment bearings or through clearance gaps of any sort.

Welders and other people executing hot work must not wear any jewellery and or carry cigarette lighters on their person.

All welding machines are earthed, receive power through an approved earth leakage and fitted with an approved voltage reducer. A certificate to be kept on register.

74.8.21 **Electrical Equipment**

The Contractor must implement and comply with Construction Regulation 24 and OH&S Act - Electrical Installation Regulations

Electrical installations and machinery on construction

The Contractor must ensure that:

- All electrical installations carried out on the site are in accordance with the Electrical Installation Regulations. For permanent or temporary installation, as appropriate. In addition, electrical installations must comply with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Electrical Standard Specification
- Connections are not made to any power supply without the prior written approval of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative and where an isolation is required that an isolation permit has been obtained and the isolation procedure associated to the permit has been followed correctly
- All electrical installations are inspected by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Electrical Representative (or his nominee) to ensure that the installation complies with the statutory regulations applicable to the site and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Safety Regulations
- All electrical machines and appliances provided by the Contractor for his own use on the site are in a serviceable condition
- Power tools used on the site are protected by residual current devices approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and are double insulated

- All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected tested and tagged by a licensed electrician at regular monthly intervals. Details of inspections and tests is kept in logbooks available for inspection by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative or any other authorised officer of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa
- Where natural lighting is inadequate, artificial lighting is to be provided in all work areas, access ways and for rescue equipment. Compliance with OH&S Act - Environmental Regulation 3 and Annexure E to the regulations
- Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp
- Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible
- Hand lamps is of the 'all insulated' type
- All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer

Any installations deemed unsatisfactory by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative should be removed by the Contractor at his expense.

The Contractor must obtain approval from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative before any of his employees or sub-Contractors commence work within three (3) meters of high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) meters.

Only authorised persons may enter electrical contractor houses, motor rooms, switch rooms, control rooms or cable ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative and obtain a valid permit to work.

The Contractors' employees required to enter such electrical spaces "authorised persons", with the names entered in KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Authorised Persons Register, after receiving approval from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Electrical Supervisor, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as electrical isolation permit.

Before commencing work on the site, the Contractor must provide the following information to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative:

- Number of electrical machines and appliances to be placed in service on the site
- Nameplate data of each electrical machine and appliance
- Approximate total time the machines and appliances are in service to complete the Works

- The Contractor is responsible for the effective protection of his own electrical equipment from the weather and from possible mechanical damage

The Contractor is required to inspect electrical equipment as follows:

- Supply cabling distribution boards, fixed lighting and portable appliances on a monthly basis
- Extension leads, welding machines, compressors, pumps and hand portable tools on a weekly basis

Such inspection(s) are to be performed by an appropriately qualified electrician and a report submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, in accordance with the following:

Frequency of Testing:

The Contractor must test and tag all the Contractors' and subcontractors' electrical equipment and leads on a monthly basis, as follows:

Colour Code:

Contractors must ensure the tagging and colour coding of all tools and equipment.

Colour code a different colour for each month as follows:

January - Red	July - Blue
February - Blue	August - Green
March - Orange	September - Red
April - Green	October - Yellow
May - White	November - Orange
June - Yellow	December - White

Unless a different monitoring system is in place

Details of the Tag:

The tag is a plastic self-adhesive tag unable to be re-used, as approved by the Construction Manager, and is capable of being marked with the following information:

- Test date
- Inspection number
- Testing agent
- Owner
- Plant number
- Type of equipment
- Record Book

An up-to-date record book is maintained at all times and be available for inspection by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

The record book must contain full details, as identified in the tag, and must list, in addition, the following:

- License number and signature of the electrician carrying out the test
- Comments on the results of the test and details of any repair work

Note: All electrical appliances must be fed through an approved and tested earth leakage device.

74.8.22 Working at Heights on platforms.

The Contractor must implement and comply with OH&S Act - General Safety Regulation 6 & Construction Regulation 10.

Where personnel are required to work in any area not guarded for fall protection, which has a fall risk, either above or below ground, permanent fall protection equipment is utilised by the personnel. Fall protection includes:

- Safety harnesses and double lanyards (with the correct hook attached to the lanyard, e.g. Pylon type hook for scaffolding, or lifeline hook for lifelines, etc.)
- Approved lifelines, be it Static Life Lines, Retractable Lifelines, etc (installed and certified by a competent and suitably qualified person as per applicable SAQA unit standards). Lifelines must be sufficient for the work carried out and must consider the hazards of the task and numbers of employees to be attached at any given time.
- Other approved means.
- All harnesses must comply with **SABS/EN/EC** Standards and must be in a good state as inspected using a comprehensive inspection checklist, must be “in-date” as per manufacturing guideline.

This requirement also applies to Riggers erecting steelwork and Scaffolders erecting scaffolding. Riggers must at all times be permanently connected to adjacent steelwork through fall protection equipment. (Double lanyards to be used)

All persons working in a fall risk position, be it from scaffolding, formwork/false work, support work, roof work, deep excavations, etc. must be trained for working at heights with a minimum of an Accredited Fall Arrest Course (SAQA Unit Standard 229998). The supervisor of the work relating to the fall risk area must be trained at a minimum Accredited Fall Arrest and Basic Rescue (SAQA Unit Standard 229998 & 229995). A Rescue Kit (Contents of the Rescue Kit as per the Fall Protection Plan, and as determined by the type of working from a fall risk position that is being conducted on site) must be available at all times on site. The site must have at least one Accredited Fall Arrest Rescue Co-Coordinator on site (SAQA Unit Standard 229995, 230000, 229999) that is able to take charge and conduct a rescue if required.

Note: To be implemented in conjunction with the requirements for Elevated Work and in conjunction with the Fall Protection Plan.

74.8.23 Work Platforms

The Contractor must ensure that all working platforms, be they permanent, temporary or portable, 1.5 meters or more in height, is fully decked, including toe boards, and fully hand railed. Where it is not practical to have handrails or there is a need to work outside handrails, the use of an approved safety harness, with lanyard attached to a secure anchorage is required.

74.8.24 **Suspended scaffold Platform**

The Contractor must implement and comply with OH&S Act - General Safety Regulation 13F

Suspended platforms may only be used on site with prior written approval from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Construction Manager.

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

74.8.25 **Formwork/False Work and Support Work**

The contractor must implement and comply with Construction Reg. 12. The competent designer is to be appointed in terms of CR 12. Furthermore, all formwork/false work and Support Work must be designed and signed off by the appointed designer CR12 who is a structural engineer, along with an inspection of the installation by the designer CR12 detailing that it has been erected correctly before work continues.

All persons working on formwork/false work and support work must be trained for working at heights with a minimum of an Accredited Fall Arrest Course (SAQA Unit Standard 229998). The supervisor of the formwork/false work and support work must be trained at a minimum Accredited Fall Arrest and Basic Rescue (SAQA Unit Standard 229998 & 229995). A Rescue Kit (Contents of the Rescue Kit as per the Fall Protection Plan, and as determined by the type of working from a fall risk position that is being conducted on site) must be available at all times on site. The site must have at least one Accredited Fall Arrest Rescue Co-Coordinator on site (SAQA Unit Standard 229995, 230000, 229999) that is able to take charge and conduct a rescue if required.

74.8.26 **Ladders (Portable)**

The contractor must implement and comply with OH&S Act - General Safety Regulation 13A.

All ladders used on the site is constructed and used in compliance with the OH&S Act and Regulations.

Ladders, which provide access to a working platform, must extended at least one meter above the platform where it provides access, and is secured to prevent slipping.

Timber ladders must not be painted other than with clear preserving oils, clear varnishes or clear plastics.

Ladders, which are in a damaged condition, must not be used and must be labelled accordingly and removed from the Premises.

All Ladders must be numbered, logged in a register, and inspected monthly.

A ladder in use must be held by an assistant or must be properly tied down. No person is permitted to stand on the last rung of the ladder (ladders with red steps at the top indicate that that step is not to be stood on).

74.8.27 **Suspended Loads**

The contractor must implement and comply with OH&S Act - Driven Machinery Regulation 18

Contractors and their employees must keep out from under suspended loads, including excavators, and must not stand between a load and a solid object where they might be crushed if the load should swing. They must not pass or work under the boom or any crane or excavator.

Contractors and their employees must ensure that crane loads are not carried over the heads of any workmen.

When lifting pipes or containers with a hinged lifting bail, the crane hook is mounted or the load suspended by means of a sling. This is to prevent disengagement of the bail from the hook on occasions when the weight of the kibble is accidentally taken on formwork, etc.

Guide ropes to be used to prevent loads from swinging.

74.8.28 Pneumatic Tools and Compressed Air

The contractor must implement and comply with OH&S Act - Driven Machine Regulation 14

May only be used on site with prior written approval from KwaZulu Natal Province-Agriculture and Rural Development Republic of South Africa Construction Manager.

It is illegal for a pneumatic tool to be operated by using a compressed gas cylinder. Pneumatic equipment must only draw supply from mobile air compressors or from compressed air lines installed within the premises after gaining permission from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

When using the interlocking type of connection of an airline, connectors is secured with wire clips through holes provided to prevent accidental disconnection.

Compressed air must not be used for general cleaning purposes or be used to blow down dirty clothes on people.

74.8.29 Riding on and Operating Equipment

The Contractor must ensure his employees and those of his Subcontractors do not ride upon or attempt to operate cars, elevators, cranes or other moving equipment unless authorised and licensed to do so.

74.8.30 Fire and Emergency Equipment (Site)

The Contractor must provide and maintain all fire and emergency equipment. The Contractor must ensure all personnel familiarise themselves with locations of fire equipment in the vicinity of their work site. Work areas are clear, at all times, of any material, which could fuel a fire. A thorough inspection is made of the area at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (All machines to be turned off at main switches, and cylinders to be close and hoses deflated.)

Electric welding, Oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside or adjacent to electrical switch room, control room, cable duct, any electrical equipment or cables without the permission of KwaZulu Natal Province-Agriculture and Rural Development Republic of South Africa Representative

The Contractor must supply all fire extinguishers for his work as required on the site during the construction phase. Fire extinguishers are not to be used for any purpose other than their intended use.

The Contractor must ensure that his personnel are trained in the use of fire extinguishers to a minimum of an accredited Level 1 Fire Fighting course.

The objective for providing fire extinguishers will be to standardise on the type and make to eliminate confusion during emergencies

74.8.31 **Confined Space Work**

The contractor must implement and comply with OH& S Act - General Safety Regulation 5

Enclosed space work necessitates a Confined Space Permit. This may only be obtained from the authorised person nominated in writing and after approval by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

The responsibility for safe procedure, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor. The Contractor shall ensure that adequate steps have been taken to eliminate or control hazards. Before working in an area which contains dust, the area is to be ventilated and hosed down to settle and dampen the dust.

The Contractor must provide all necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like).

The Contractor must ensure all persons working in a confined space or managing entry to a confined space are appropriately trained.

Compulsory - Continuous monitoring, trained rescue teams, radio communication & adequate ventilation and resuscitation equipment.

74.8.32 **Excavations, Trenches**

The contractor must implement and comply with Construction Regulation 13 OH&S Act - General Safety Regulation 13

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

All handrails and fencing must comply with Guidelines and legal requirements as set out in paragraph **5.10** Barricading is provided around all holes or openings to prevent any person being injured as a result of a fall.

Where it is impracticable to provide fixed guard railing, effective removable barriers are provided at all unguarded openings in guard railing or floors, and is maintained in position at all times until the hazard no longer applies.

When excavations are necessary across roadways, approval is sought from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative. Where necessary, "Detour" notices and detour routes is provided.

Warning signs and flashing warning lights at night is provided in suitable positions to warn any persons approaching the area of the location and extent of any excavation.

Personnel must report any unusual conditions that may be found, such as underground power lines, pipe lines, sewers or inconsistent materials, immediately to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative and, if a risk to personnel safety is involved, stop all work until approval to continue is granted by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

Safe access and egress to be provided and sides battered or shored to the satisfaction of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

All excavations must be on register and inspected daily before work commences & after inclement weather by the Contractors appointed competent person, declared safe and his findings noted in the said register.

Note: No loose material is within 3m of the excavation edges.

74.8.33 **Noise**

The contractor must implement and comply with OH&S Act - Environmental Regulation 7 and the Noise Induced Hearing Loss (NIHL) 2003 Regulations.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa needs to meet statutory requirements on limitation of noise emitted by machines and equipment. When Contractors personnel are required to operate such equipment, noise levels at the operator position must not exceed an equivalent level of 85-dB (A) during normal working conditions. Employees working in the vicinity must not be subjected to an equivalent continuous level of 85-dB (A) during normal operating conditions. Comply with time periods and PPE requirements where applicable.

The sound level at any works boundary caused by mobile equipment must not exceed the night-time background level pre-existing the operation of the equipment. At no time must the noise emission of the equipment cause the sound level at the nearest residence to exceed 40-dB (A). Sound levels is measured in accordance with **SANS 10083**, with due allowance being made for tonal or impulsive components. A plot plan of project or plant must use to identify the measuring points with date, time and frequency duration of measurement.

Symbolic safety signs, warning employees re the hazard of noise in the area, shall be erected at all entrances to the area and in a position where it is clearly visible.

74.8.34 **Ventilation**

The contractor must implement and comply with OH&S Act - Environmental Regulation 5 For any job, which generates excessive dust or fumes (for example welding), an effective exhaust system is used.

74.8.35 **Lighting**

The contractor must implement and comply with OH&S Act – Environmental Regulations and Schedule E of the Regulation.

Where natural lighting is inadequate, artificial lighting is provided in all work areas, access ways and for rescue equipment.

Portable lights must have adequate stability and be fitted with a mechanical guard to protect the lamp.

Temporary festoon lighting is of the 'all insulated' type and be supported at least 2.5m above the floor if possible.

Hand lamps are of the 'all insulated' type.

Illumination checks are to be performed for night time work to check conformance to minimum light requirements.

Emergency lighting, when working during night time, for safe evacuation when dark shall be installed according to requirements and shall illuminate during power failures.

74.8.36 **Stacking Material**

The contractor must implement and comply with OH&S Act - General Safety Regulation 8

Stacking to be neat and safe.

Before stacking any material, the Contractor, sub-Contractor or their employees must consult KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative for allocation of a stacking area.

74.8.37 **Manual Handling of Materials**

Contractors must ensure that no employee is required or permitted to lift or move by hand any heavy object that is likely to cause a risk of injury.

Adequate PPE is issued and used if required.

74.8.38 **Heat Stress**

The contractor must implement and comply with OH&S Act - Environmental Regulation 2 (4)

To prevent heat stress illness, the Principle Contractor must plan suitable rest breaks for all employees and Sub-Contractors exposed to excessive ambient or radiant heat.

74.8.39 **Explosives**

Comply with: Explosives Act 26 of 1956 and the Explosive regulations 2003

Explosives must not be brought onto the site or be used without the express permission of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

Explosives or detonators must not be stored on the site.

Detonators and other explosives must never be carried in the same box.

The provisions of all relevant Acts & Regulations are strictly observed.

- Have license provided by Department of Labour,
- Notify Department of Labour for explosive work to be conducted.
- Appoint competed Explosive manager and supervisor.
- Transportation of dangerous goods permit and relevant sign to be on an explosive transporting vehicle.

74.8.40 Crane Requirements

The contractor must implement and comply with Construction Reg. 22 regarding Tower Cranes and OHS Act Driver Machinery Regulation 18

All Contractors must adhere to the following before any Crane is allowed to operate on Site:

No Crane is used at arrival on Site before copies of all documentation have been handed over to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Safety Co-ordinator and the Crane have been checked by the competent KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Construction Manager

Crane Test Certificate

The Certificate is no older than 3 (three) months, and must cover the following:

- Ropes
- Hooks
- Slew Brakes
- Outriggers & Pads
- Boom & Guides
- Anti - Two-block Device
- Load Indicating System
- Boom OH & Save Wheels Condition
- Crane Brakes and Air System

Copies of all documentation are kept in the Crane at all times.

All Cranes is fitted with the following Safety Devices - As per the Machinery and Occupational Safety Act. No. 6 of 1983. (Driver Machinery Regulation 18) including KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa revised best practice).

Regulation 18.2 (Revised to include additional KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa requirements)

A Brake or other device capable of holding the maximum mass should the power fail, or which is such that it must automatically prevent the uncontrolled downward movement of the load when the raising effort is interrupted; and

A Limiting device which must automatically arrest the driving effort when:

- The Hook or Load attachment point of the Power Driven lifting machine reaches its highest safe position
- In the case of a Winch Operated lifting machine with a lifting capacity of 5000kg or more; the load is greater than the rated mass load of such machine

Regulation 18.2.9(Revised to include additional KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa requirements)

No user must use or permit any person to use a Jib-Crane with a lifting capacity of 5000kg or more at a minimum Jib radius, unless it is provided with:

- A load indicator that must indicate to the operator of the Jib-Crane the mass of the load being lifted, provided that such a device must not require manual adjustment from the application of the load, to the Jib-Crane, until the release of the load
- A Limiting Device which must automatically arrest the driving effort whenever the load being lifted is greater than the rated mass load of the Jib-Crane

Regulation 18.2.11 (Revised to include additional KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa requirements)

The user must ensure that every lifting machine is operated by an Operator specifically trained for a particular type of lifting machine; provided that in case of fork lift trucks with a lifting capacity of 750kg or more, and Jib-Cranes with a lifting capacity of 5000kg or more at minimum Jib-radius; the user must not require or permit a person to operate such lifting machine unless the operator is in possession of a certificate of training, issued by a person or organisation approved for the purpose by the chief inspector.

Mobile Crane near Power Lines

No mobile cranes are to be used near overhead power lines until KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative has been notified and provided safe access conditions and a valid permit to work is obtained.

Mobile cranes are effectively earthed when working in the vicinity of electrical wires. Assume that all electrical equipment and wires are live and avoid them.

74.8.41 Material Hoists

The contractor must implement and comply with Construction Regulation 19.

74.8.42 Water Environments

The contractor must implement and comply with Construction Reg. 26.

Notably the Contractor must provide:

- Provisions to prevent persons falling into water (Solid Barricading).
- Provisions must be made for rescuing a person in danger of drowning (Qualified Lifesaver, Lifesaving procedure specific to the location and access/egress of the body of water).
- Lifejackets must be provided to all employees who are exposed to the risk of drowning by falling into the water. Supervision is required to ensure Life Jackets are worn and that procedures and control measure are implemented.

74.8.43 Motor Fuel and Flammable Liquids

The contractor must implement and comply with OH&S Act - General Safety Regulation 9 and Temporary storage of flammable liquids on construction sites Construction Regulation Reg.25

Contractor's proposals to store fuel on site must have written approval from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative. The amount of fuel allowed to be stored must depend on site conditions and Statutory Regulations.

Storage areas to be provided with a bund wall to contain 110% of the maximum volume of the container. Drip trays of sufficient size to be provided at tap of points.

Storage tanks are to be clearly marked with a "Flammable Liquid, No Smoking & No naked Flame" signs and be clearly marked to indicate contents of the tank.

Adequate numbers of dry chemical fire extinguishers, each with a minimum capacity of 4.5kg, is provided, installed and maintained.

Before a machine is refuelled, the motor is stopped. Refuelling must take place at designated safe areas and appropriate warning signs installed.

Inform the Fire Chief of the local Authority for recommendations of storage facilities.

74.8.44 Diesel Storage

May only be on site with prior written approval from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Construction Manager.

The Contractor must ensure that:

- Storage should be well clear of buildings
- Storage areas is kept free from all combustible materials
- All danger signs are prominently displayed e.g.
- No Smoking
- No Naked Flames
- Adequate Fire Fighting equipment is available
- Diesel tanks is installed in a bunded area; bunded area is able to contain 110% of tank capacity
- Bund walls is plastered on the inside
- Bunded area must have a solid concrete/cement floor
- Bunded area must have a functional drain valve
- Loading/Fuelling bay is a solid concrete base with a spillage trench leading to a spillage sump to contain any spillages
- All equipment is bonded
- All electrical lighting and equipment are of an approved flameproof type
- No other material/equipment is stored in the bunded area

74.8.45 Hazardous Material

Flammable liquids

The contractor must implement and comply with Construction Reg. 25 regarding use and temporary storage of flammable liquids on construction sites

Hazardous substances

The contractor must implement and comply with the OH&S Act - Hazard Chemical Substances Regulations 9

Hazardous substances are any substance or materials specified in statutory regulations as being hazardous.

Prior to any hazardous substances being brought onto the site or produced on the site, the Contractor must supply KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative with the following:

- Material Safety Data sheets (MSDS) in accordance with the requirements of the OH&S Act – Regulations for Hazardous Chemical substances
- Proposed arrangements for safe storage
- Purpose for bringing the hazardous substance onto the site
- Proposed methods for handling/usage
- Proposed method of disposal
- Proposed method of transportation
- Risk assessment with specific reference to compatibility with other chemicals

The information is to be provided at least two (2) working days prior to the expected commencement on site.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative must only approve the use of any hazardous substance after receiving a copy of the Materials Safety Data Sheet for the substance from the Contractor. Such substances are not to be brought onto the site until KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative's approval is received.

The Contractor must ensure that all-necessary usage and storage precautions are taken and that safety equipment, including antidotes, if necessary, is available on the site.

Note: Cleaners, Solvents and Hazardous Materials Not to be stored with flammable liquids!

74.9 Incident Management

74.9.1 Incident Reporting System

The contractor must implement and comply with OH&S Act - General Administrative Regulations 6 and 8.

The Contractor must have an accident and incident reporting system that is compatible with the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa standards and all applicable statutory requirements. Any incident or "near miss" involving the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa, the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated representative, the Contractor its subcontractor's or any third party's personnel, property, plant or equipment, is verbally reported immediately to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative, whether or not injury to personnel or damage to property or equipment resulted. A brief written report stating the known facts and conditions and including a preliminary assessment of most likely consequence potential of the incident in

the circumstances is provided to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative by the end of the shift.

The Contractor is reminded that this Incident reporting system does not exempt the Contractor from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the **OH&S Act & Compensation of Injuries and Diseases Act**.

Contractors must complete and keep record of Annexure 2 as required by legislation.

74.9.2 **Serious Incidents**

For any serious incident involving a fatality, or permanent disability, the incident scene is left untouched until witnessed by a representative of the Police. This requirement does not preclude immediate first aid being administered and the scene made safe.

74.9.3 **Incident Report and Close Out**

The Contractor must investigate the causes of all work accidents and significant incidents and must provide KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative with the results of the investigation and recommendations on how to prevent a recurrence. A formal root cause investigation process for all high potential incidents is followed.

The written report must include:

- Date, time and place of non-conformance
- Detailed description of non-conformance
- Type of injury (if any)
- Medical treatment provided (if any)
- Persons involved
- Corrective action to prevent recurrence

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative must have the right to designate a representative to participate in the investigation at KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative's sole discretion.

Where the results of any investigation are not completed and issued to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative within 24 hours from the time of occurrence, the Contractor must supply to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa's nominated Representative a written update every 24 hours, of the progress and results of the investigation until the incident report has been fully completed and issued to the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa

Where required by Statutory Requirements the Contractor is responsible for incident reporting to the appropriate Authority.

74.9.4 **Corrective Action**

The Contractor must:

- Ensure all hazards, incidents and accidents, including near misses, are investigated fully and documented
- Take corrective action to eliminate the cause of the incident or accident to prevent recurrence
- Review inspection and audit reports to identify areas of improvement

For the purposes of this specification, a Health & Safety incident is taken as an incident involving harm or potential harm to any employees of the Contractor, the community, subcontractor and/or the work environment, or where the physical well-being of a person, the community or the work environment has been placed at risk, e.g. a near miss.

74.9.5 **Injury Management**

The aim of injury management is to ensure appropriate and adequate medical treatment is provided to injured employees to enable a quick and efficient return to the workplace.

A local doctor has been nominated for the Project to which the Project medical staff will refer all injured employees requiring medical assistance in the first instance. If the Contractor does not wish to utilise the services of the Project doctor the Contractor must make alternative arrangements and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa is to be notified in writing of the doctor to be used. The treatment of injured personnel will not be compromised and the immediate needs will be referred as required by the Project paramedics.

The doctor is briefed on the commitment by the Contractor to injury management, alternative duties, and early return to work programs and rehabilitation.

Effective injury management must commence immediately after the accident has occurred and is to include:

- Counselling of the patient
- Referral to the nominated medical practitioner via the Project First Aid Centre (where required)
- Follow up, including personal off Site visits by the Contractor (where required)
- Provision of off Site personal, family and social assistance where required
- Formal assessments of employee capabilities prior to return to work; and
- Provision of alternate meaningful duties, where appropriate

74.10 **Site Management**

To be read in conjunction with other Sections of the Contract.

74.10.1 Notices

The Contractor must provide to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative copies of any notices, correspondence or directions of whatsoever nature issued by any relevant Government Authority concerning Health and Safety within 8 hours of the dispatch and/or receipt of such notice, correspondence or direction, and must immediately comply with same.

74.10.2 Incorporation of Documents into Contract

The Contractor must comply with all Site Rules/Site Instructions issued to it by the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa, which are by this reference incorporated into and made part of this Contract.

74.10.3 Interpretation of Safe Working Instructions

The contractor must implement and comply with OH&S Act - Section 8 (2) (j)

If any site personnel are in doubt as to the meaning of any safe working instructions, they must consult their supervisor who issued them or the site office of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

74.10.4 Emergency Response Manual

The Contractor must provide KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa with both electronic and hard copies of the Contractor's Emergency Response Manual that sets out its procedures for fire spill response, rescue from heights and other relevant emergency response procedures. Those procedures are made compatible with the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa emergency response procedures for the Site prior to commencing Site activities. Unforeseen conflicts between the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa policies and those of the Contractor is addressed and resolved by a direction from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative prior to the Contractor commencing the work.

74.10.5 Emergency Drills

The Contractor must conduct emergency response drills (including, but not limited to, fire, rescue and spill drills) to test the effectiveness of its emergency procedures and equipment, and the knowledge and proficiency of all response personnel. The timing of such drills is agreed and is the responsibility of the Contractor after consultation with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative. The Contractor must report the test results to the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa, or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative if requested and as required by any regulatory agency.

74.10.6 Fire Fighting

The Contractor must prominently publish, in all relevant languages for all areas of operation under its control, the procedures to be carried out in the event of fire.

The Contractor must train all employees in the procedures to be followed in the event of a fire and/or a fire alarm.

Contractors must familiarize themselves with locations of fire equipment in the vicinity of their work site. Work areas are clear, at all times, of any smouldering material which could fuel a fire. A thorough inspection is made of the area at the end of any working period to ensure that no smouldering material is left at the work site or any situation left in such a manner that a fire or accident could result.

Electric welding, oxy-welding or cutting, or any other fire hazardous equipment is not to be used inside electrical switch rooms, control rooms, cable ducts or adjacent to any electrical switch room, control room, cable duct or adjacent to any electrical equipment, cables or conveyor belts without the permission of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative.

The Contractor must supply all fire extinguishers for its work as required by the statutory regulations governing the Site. Fire extinguishers are not to be used for any purpose other than their intended use.

Fire precautions on construction sites

In addition to the guidelines above the contractor must implement and comply with
Comply with: Construction Regulation 29

Good Housekeeping plays a major role in Fire Prevention.

The Contractor must ensure that:

- All Flammable / Combustible material is removed on a Daily basis
- The minimum amount of Flammable Liquids (Petrol, Thinners and Paint) is brought on to Site
- All required Safety signs is posted if any work is carried out with any Flammable / Combustible materials i.e. NO SMOKING, NO NAKED FLAMES and NO UNAUTHORISED ENTRY
- That Supervisors to do constant and regular inspections to ensure adherence of Procedures

Fire Fighting and Training

It is the responsibility of the Contractor to ensure that supervisory staff and all persons involved in grinding, cutting or welding is familiar with firefighting procedures and the use of firefighting equipment.

Maintenance

All Fire Extinguishers must be:

- Conspicuously numbered
- Entered in a register
- Visibly inspected monthly by a competent person
- Inspected at least every six (6) months by an accredited supplier
- Results entered in the register and signed

Damaged Equipment

Fire extinguishers with damaged or broken seals are to be returned to an accredited supplier for re-charge / repair. Details are entered in the register.

High Fire Risk Areas

Cognisance is taken of the fact that certain areas might be designated as High Fire Risk Areas on account of the large number of rubber-lined, polyurethane and Fibreglas components etc. present. As such, additional precautions have been instituted to ensure that strict control is exercised over all grinding, cutting and welding operations being carried out in these areas.

74.10.7 Safety Equipment

The Contractor must ensure that all its safety equipment is regularly maintained and tested, that it is always in a serviceable condition, and that the Contractor's personnel and its subcontractor's personnel are instructed, trained, competent and, where required, certified in the use of such safety equipment. The safety equipment must comply with all applicable laws, rules, and regulations.

74.10.8 Weather Precautions

The Contractors' Emergency Response Manual must include procedures for adverse weather conditions (high winds, flooding, storm surge, lightning, etc.). In the event of impending adverse weather or other conditions, the Contractor, in consultation with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative must decide whether to institute such precautionary measures in connection with the carrying out of the work, for example emergency temporary bunding, tie down of cranes and partly installed structures, etc.

74.10.9 Vehicles

Access to Site

The Contractor must co-ordinate his intra-premises vehicles (limited to valid permit holders issued by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative only).

Gates may be used by light vehicles with valid permits and must only be used for heavy vehicle movements with the prior written consent of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

Vehicles and mobile equipment must not be permitted entry to the premises without the written approval of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Security personnel.

Upon Written application to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, the Contractors' senior supervisory personnel may be issued with gate passes permitting access to the premises for nominated private vehicles.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa reserves the right to search any vehicle on the premises or when entering or leaving the premises, whether privately owned or otherwise.

The Contractor is solely responsible for the safety and security of any of his vehicles (including private vehicles) on the premises.

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa must deny access to the premises of any driver and/or vehicle not issued with a gate pass and/or failing to comply with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa safety requirements.

The Contractor must attach identification markers provided by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa to all of his vehicles permitted to enter the site.

A current maintenance logbook is required for all cranes and large plant equipment, and is available for inspection at any time by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative. The logbook is located in the cabin of the said crane or plant equipment. Cranes may only enter site after submission of relevant documents and when tested and approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, and relevant authorisation is issued.

Drivers of all construction self-propelled mobile equipment must carry a valid appointment with them at all times.

Whenever entering the works, the Contractor is to supply to the Main Gate, a list of all equipment and materials being brought on site, which is checked prior to entry being permitted. The list is retained and used for checking the equipment and materials being taken out of the gate when the Contractor is leaving the works.

Vehicle Drivers

The Contractors vehicle drivers must:

- Comply with all safety, direction and speed signs and drive in accordance with the provisions of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa site traffic rules
- Ensure that vehicle loads are properly secured and loaded onto vehicles
- Not divert from designated routes or travel on unsealed roads/areas without the prior written approval of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative
- Obey all instructions given by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Security/Emergency Services Officers
- Ensure that vehicles are not overloaded
- Traffic fines will be for the driver. KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa will not be liable for paying fines

Licensing of Vehicle Drivers

Unlicensed persons must not be permitted to control vehicles on the premises.

The Contractor must not permit his employees or employees of his Subcontractors to operate equipment or mobile plant without appropriate appointment. (To be carried by driver at all times)

Registration of Vehicles

All vehicles used by the Contractor on the premises are roadworthy and registered by the appropriate Traffic Authority.

All vehicles used by the Contractor on the premises are maintained to standards of the **Road Traffic Act 29/1989**.

The Contractor must provide evidence to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative that all mobile cranes, forklifts, front-end loaders, back hoes, elevated platforms, road vehicles or mechanical equipment of any kind, which is used in complying with the Contractors' obligations under this Contract, comply with the requirements of the **Occupational Health & Safety Act 85/1993** and regulations and of the **Road Traffic Act 29/1989** prior to that equipment being brought onto the premises.

In the event the equipment is not owned by the Contractor, the Contractor is still responsible for ensuring all conditions are complied with by all of his Subcontractors or hire companies.

On-Site Vehicles

Owing to heavy traffic operating in and through the construction site and in the interest of general safety only the minimum necessary number of Contractors vehicles is permitted on site.

When not travelling through the site the Contractors haulage vehicles or cranes is parked within his site lay down area. Only the Site Manager's personal vehicle is permitted to park in the Site Offices area.

All cars are parked on site are parked at the owner's/Contractors' own risk!

Accidents

In the event of an accident on site in which The Contractors' employee or Sub-Contractor is involved, the driver must remain at the scene until the accident is attended by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, or the Contractor has received approval from KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, to leave the scene, unless medical attention is required.

Vehicle Safety

In order to maintain a "Zero Tolerance" Policy in the use of self-propelled equipment the following rules is adhered to at all times on Site or any other plant.

As far as driving / operating of any self-propelled vehicle / equipment on site KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa requires that the driver / operator of such equipment is appointed in writing by the Contractors Construction Manager and confirm that the person has attained the age of 18 years and:

- Does not suffer from defective sight or hearing or any other infirmity, mental or physical, likely to interfere with the efficient discharge of his duties
- Has completed a satisfactory course of training; and has been found competent or in possession of a driver's license issued by a provincial authority for which authorisation is granted

Rules

Traffic rules and signs such as speed signs; stop signs is obeyed at all times.

As a result of the large amount of heavy equipment and other vehicles in operation on site all vehicles / equipment; drivers / operators must adhere strictly to all rules and regulations.

Should any person be stopped for not adhering to regulations, his permit is withdrawn and he must not be able to carry on with his normal duties. The driver of the vehicle is responsible for the safety of his passengers in or on the vehicle.

- No passengers are allowed to be on the back of any vehicle in motion or sit on the sides of the vehicle or having any part of his body hanging over the side of the vehicle whilst in motion.
- No passengers are allowed in or on the back of a vehicle with any unsecured load
- Under no circumstances must any person try to secure any load manually whilst the vehicle is in motion. Loads on the vehicle is properly secured before the vehicle is allowed to move
- No passengers are allowed to sit on top of the load, if the load is higher than the sides.
- The 2-man rule is always applied. Only 2 persons (the driver and one passenger) are allowed in front of an LDV
- No passengers are allowed on mobi-lifts, elevated work platforms (EWP), mobile cranes, tractors, fork trucks or dumpers or on trailers behind vehicles
- No vehicle is left with the engine running or the keys in the ignition, if the drivers leave the vehicle unattended
- Should the load be moved and transported by means of a mobi-lift, guide ropes must always be in use. Persons guiding the load are not allowed between the lift and load, and the load must, under no circumstances obscure the view of the driver. The mobi-lift must travel at a slow walking speed

In the event of an accident in which The Contractor's employee is involved, the employee must remain at the scene until KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative or the Police arrive on the scene or until KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative, or the Police authorises the employee to leave the scene, unless the employee needs medical attention.

Transportation and Securing of Loads

Long and Wide Loads

When transporting long and wide loads, the Contractor must ensure compliance with the Road Traffic Regulations. KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative is notified so those necessary requirements can be made where an escort may be necessary and so that the appropriate entrance can be arranged.

Securing of Loads on Vehicles

It is unacceptable that a person is injured or property damaged as a result of loads being transported on site without appropriate securing.

Principles

- Any load-carrying vehicle is loaded, secured and driven in such a way so as to prevent injury to any person, or damage to any property
- The vehicle should be suitable for the type and size of the load
- The load is correctly positioned on the vehicle
- The load-securing equipment and vehicle restraint structures is strong enough for their intended purpose and is functional
- Loads is restrained to prevent unacceptable movement
- The driver must take into account the changes in the vehicle's stability, steering and braking characteristics influenced by the load

What Truck Drivers Must Do:

- Secure the loads according to the "Principles" as detailed above.
- If unsure, seek advice before proceeding

What Dispatch Points Must Do:

- Check that the load has been restrained correctly before the truck is allowed to leave

Note: Nobody may ride on the back of any loaded vehicle.

74.10.10 Commencement of Work

Prior to the commencement of any Site work, the Contractor must consult with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative regarding the availability of and access to the item or area of the plant to be worked on and regarding instructions relating to any special or unusual safety procedures that are to be followed.

The Contractor must not commence work on a particular item or area of the Site until KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative has provided the appropriate "authority to commence work".

74.10.11 Notifications

74.10.11.1 Electrical Work (Power Supply)

The Contractor must submit to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative and the Power Authority, in writing, notification of completion of any power supply system electrical work prior to power being supplied. No further work is undertaken without the written acceptance of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative and the Power Authority. All electrical work is

carried out in accordance with the relevant statutory requirements. The Site Construction Manager and the Master Electrician must approve all electrical work before being energised.

74.10.11.2 Plumbing Work

The Contractor must submit to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative, in writing, notification of completion of any plumbing work prior to water being supplied. No further work is undertaken without the written acceptance of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative. All plumbing work is carried out in accordance with the relevant statutory requirements.

74.10.12 Completion Inspection

On completion of any work on Site the Contractor must notify KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative, and conduct a final inspection to ensure that all items and areas of plant are left in a safe, clean and operational condition.

74.10.13 Housekeeping

The contractor must implement and comply with Construction Reg. 27

The Contractor must maintain all work areas in a tidy state, free of debris and rubbish. Unless directed otherwise, the Contractor must dispose of all debris, rubbish, spoil and hazardous waste off site, outside KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa property in a designated and authorised area or facility. The Contractor should make itself aware of the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa waste management plan and collection and disposal arrangements and align its waste management program accordingly.

In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative has the right to instruct the Contractor to cease work until the area has been tidied up and made safe. Neither additional costs nor extension of time to the Contract is allowed as a result of such a stoppage. Failure to comply must result in site cleaning by another Contractor at the cost of the non-complying Contractor.

The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

At the time that the Contractor establishes site facilities and permanently mans the site, or at an alternative time agreed between KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and the Contractor, the Contractor must assign dedicated housekeeping crews.

These crews must assist in maintaining a clean and safe working environment by patrolling the Contractors' work area (including KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa site offices, lay down areas and construction

site) and performing such duties as ensuring that scrap material, general refuse, rubble and other forms of unwanted materials are removed from the site within four (4) hours of generation.

Housekeeping crews must also actively assist in creating and maintaining a safe work environment by being aware of unsafe conditions, bringing these conditions to the attention of appropriate personnel, and by direct intervention through tasks such as ensuring leads and hoses are placed in a manner which avoids the creation of trip hazards or potentially unsafe conditions.

Note: No shift may commence without and/or before proper housekeeping is in place.

74.10.14 **Maintenance**

All equipment and structures both fixed and temporary are to receive regular maintenance, at intervals no longer than that recommended by the manufacturer, under a planned maintenance system to ensure the safety of personnel who are responsible for operating the equipment.

The Contractor must maintain copies of all current tests and maintenance certificates relating to cranes, lifting beams, pulley blocks, lifting gear and slings, and must make them available to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative upon request. No lifting beam or spreader bar is used unless a current Certificate of Inspection is available and the SWL is stamped on the equipment.

74.10.15 **Defect Reporting and Correction**

Where defects are identified during any routine inspection, pre-start check or during operation or use of any tools, equipment, motor vehicle, structure, etc. it is immediately reported for repair and the tools, equipment, etc. appropriately tagged to identify the defect and to limit further use until repairs have been completed and re-inspection carried out. Such defect reports are in writing.

74.10.16 **Contractor Health & Safety Documentation**

The Contractor is required to supply to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Health & Safety documentation as indicated in this Specification and as directed by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa throughout the Contract.

74.10.17 **Electricity**

The contractor must implement and comply with OH&S Act Electrical Installation Regulations OH&S Act Construction Reg.24

All electrical installation is carried out by an appointed and qualified ticketed electrical installation electrician. The Contractor must keep a record of his approval of the installation. The electrical installation shall be approved by a Master Electrician.

Temporary electrical installations shall be inspected on a weekly basis by a competent person and registers of such inspections shall be kept.

74.10.18 **Wearing of Short Trousers/Pants on Site (Prohibited)**

Long trousers / pants are worn in the construction areas or in any workshop in the lay down area.

74.10.19 Intoxicating Liquor or Drugs

The contractor must implement and comply with OH&S Act – General Administrative Regulation 10

Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs, or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

74.10.20 Access Control

The Contractor must comply with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa access control systems applicable to the Plant as well as specific to the construction site.

Failure to comply with these requirements is viewed as a major safety breach requiring disciplinary action of removal from site and/or suspension without payment.

74.10.21 Trespass

The Contractor and his employees must not trespass on any land outside the limits of the site, as determined by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, and must ensure that all fences are maintained during the Contract. If instructed by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative, the Contractor must remove from the site any employee who offends against the provision of this clause.

The Contractor and his employees are required to work only in the specified construction areas and access to these areas is only by routes specified by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

74.10.22 Visitors to Site

Visitors to the site are required to comply with site-specific safety induction prior to being allowed access to site. Visitors are required to conform to the Site PPE requirements and should arrive at site with the appropriate PPE.

The Contractor must refer all applications for site inspections to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative. The Contractor must not arrange inspections by visitors to the site without the prior approval of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative.

The Contractor, at KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Representative's direction, may allow casual visitors, who will be on site for less than one (1) day, access to the site without attending an induction, providing that, for the full period the visitor is on site, the visitor remains in the care and custody of a person who has been properly inducted.

74.10.23 Construction Welfare Facilities

The contractor must implement and comply with Construction Reg. 30.

74.10.24 **Emergency Evacuation**

The contractor must implement and comply with OH&S Act – Environmental Regulation 9

The Contractor must establish and implement an emergency evacuation procedure in line with the Site Specific Emergency Plan and ensure that in the event of fire, explosion, flooding etc. all staff leave their place of work at the sound of the fire gong or siren and proceed to a safe area demarcated for the purpose, away from offices and stores buildings. The Contractor must provide a siren markedly different from that of the operating plant area.

The area so selected is demarcated and the relevant “Assembly Point” sign displayed. An evacuation route diagram is visibly displayed in all buildings.

An Emergency Evacuation Procedure is drawn up; all staff members and Contractors given awareness training and participate in regular evacuation drills.

The procedure must be submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager.

74.10.25 **Safety Officer Health & Safety Roles and Responsibilities**

Contractors Site Safety Officer:

- Implement and maintain the Safety Management Plan on site. Communicate Plan to Sub-Contractors and ensure compliance to the Safety Management Plan
- Advise the Site Management team on safety issues and suggested solutions
- Report directly to the Contractors Construction Manager and act on his authority regarding safety issues
- Promote a culture in which safety is the prime concern and must never be compromised
- Promote the involvement of all employees and Contractors in improving safety
- Focus on and establish a culture of the elimination of unsafe acts, and rectification of unsafe conditions quickly, by Management and supervision
- Ensure self and others safety awareness at all times
- Facilitate and participate in all Contractors and Sub Contractors accident /incident investigations
- Ensure that all incidents are thoroughly investigated to avoid re-occurrence
- Participate in and contribute to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Management team Safety Plan
- Ensure that all involved KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and Contractors personnel prior to commencement of any work complete Risk Assessments (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with by means of at least two daily site inspections
- Ensure SMI boards are erected in each working area, and the following minimum information is displayed – Method Statement, Risk Assessment, DSTI, Construction Manager, Supervisor, First Aider and Safety Representative

- Coordinate all safety induction training requirements and conduct KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa specific induction for KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and Contractor supervision
- Coordinate site accesses and security
- Coordinate and implement comprehensive daily incident reporting by management, supervision, foremen and Safety Officers
- Compile and present a weekly safety report to include: Incident trend analyses & preventative measures. Injury trend analysis and preventative measures. Contractors & Sub Contractors Planned Tasked Observations for week ahead, DSTI quality and effectiveness. Management walkabouts including participation and findings. High risk activities for the week ahead. Risk Assessment plan for week ahead, based on the construction plan. Statistics for previous week regarding man-hours, complement, RA's completed, induction & medicals (entry and exit). Estimates for week ahead regarding, complement, RA's, induction & medicals (entry and exit)
- Conduct a Bi –weekly internal Contractor & Sub Contractor audit to ensure implementation and continuous compliance with the Safety Management Plan and legislative compliance. Record findings and issue action sheets for deviations to include an action close out plan and report
- Accompany injured people to doctor/hospital and ensure prompt treatment and return to work. Report all Incitements in a timely manner in the case of a medical treatment/Lost Time Injury cases immediately (telephonic) to the Project Health & Safety Manager and follow it up with an initial Incident Notification and Significant Safety Occurrence (SSO) report before the end of shift and a complete investigation within 24 hours
- Coordinate and ensure the pre check and recording thereof for all tools, plant and equipment
- Final check and sign of RA's before submitting to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager for approval
- Implement and maintain the Construction Regulations

74.10.26 Risk Assessments (RA's)

- To be completed **one week** before the execution of a job, and submitted to KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Project Manager for approval, to avoid delays.
- Each Contractor must submit a RA plan that will also include a monitoring and review plan
- Attach **Safe Work Procedures** and **Safety Method statements** to Risk Assessments
- Each Supervisor to communicate Job Specific Risk Assessments to every person involved on the job, and workmen must sign acknowledgment the communication of and understanding the risks related to the job and preventative measures and controls
- **General Risk Assessments will not be accepted**

RA Team to consist of the Contractors' Construction Manager, Specific Task Supervisor, and Specialists executing the job, Safety Officer and KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Supervisor and or Project Manager.

74.10.27 **Daily Safe Task Instructions (DSTI's)**

- Each Contractors' Supervisor and Foreman must, daily before work commences, inspect his work area and complete the checklist part of the DSTI.
- Complete the DSTI regarding tasks for the shift, specific hazards and specific precautions and also refer to and discuss the precautions and controls of the relevant Risk Assessments
- Discuss the DSTI with his team
- The supervisor and his team must then sign the DSTI acknowledging communication thereof

If the scope of work or job changes, the DSTI is revised and communicated before commencing with changed job.

74.10.28 **Planned Task Observations (PTO)**

- Each Contractors Supervisor and Foreman will complete and submit at least one PTO daily.
- When sub standards are identified RA's is revised and communicated again discuss and rectify non-standard actions with employee.

74.10.29 **Management - Visible Felt Leadership (VFL)**

- The Contractors' Construction Manager, Safety Officer, supervisor and Foreman per area, must conduct and record a Daily Visible Felt Leadership checklist.

74.10.30 **Health and Safety Experience board**

The Contractor must provide a Health and Safety Experience board, to be approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Manager, displaying:

- Department of Labour Construction Permit Number (where applicable).
- Contractors Logo
- KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa Logo
- Manpower
- Lost Time Injury Frequency Rate -LTIFR
- Disabling injury frequency rate - DIFR
- Man-hours
- Incidents and injuries

74.10.31 **Safety Management Information Notice Boards**

The Contractor must provide Safety Management Information notice boards (SMI boards) in work areas per foreman, with the following posted:

- Relevant Risk Assessments
- DSTI
- Method Statements
- Weekly Safety Report
- Emergency Procedure
- Supervisors Photo and Contact detail
- First Aid Photo and Contact detail

74.10.32 **Site Specific Health and Safety Rules and Requirements**

The Contractor must provide, ensure implementation and comply with the following Site Specific Health and Safety rules and requirements

- Safe **Access and Egress** to and from work areas
- Good **Housekeeping** and Stacking Practices – continuous cleaning and clearing of work platforms after every shift. No work to commence before complying
- Safe and orderly routing of **welding cables, electrical extensions and air hoses**. Elevated out of walk ways on temporary hooks/racks
- **Rigging Studies** for all heavy and/or difficult lifts
- No lifting in **windy conditions** exceeding 30 km/h. (This is only a guide - it will also depend on Risk Assessment/Rigging study/Shape mass & Size of load and the capability of the Crane to be used!)
- Prohibiting certain work in **wet conditions** – elevated work, roof sheeting installation, etc.
- People may not be **transported** on the back of a bakkie and or truck. Never on top of material!
- **Elevated work** - Compulsory use of **Lifelines, Safety Harnesses & Fall Arrestors** including a height rescue system and training of rescuers. To comply with SABS-EN –353-355,358,360-365,795,813&SABS033, 1833, 341,564-567,892,1891,12277 and 4878 -Fall Right SA standards or equivalent - Attached at all times in elevated positions and use of double lanyards
 - **Scaffolding** to comply with Legal, SANS 10085 and KwaZulu Natal Province-Agriculture and Rural Development Republic of South Africa standards – Tagged to SGB Standards
 - Ladders on inside of frames, staggered every two meters with a safe landing platform
 - Trap door fitted on working platform
 - **Work benches** to be provided for onsite work
 - Riggers to be identified by means of **illuminating vests**

- **Solid Barricading** – Solid frame covered with orange netting – Excavations, Overhead Work, walkways and all Openings
- Attaching of Tools and Equipment at heights – use **lanyards**
- Wearing of **Gloves** applicable to task and approved eye protection for all activities
- Use of **Spacers/Wedges** when fitting equipment
- **Shields and fire blankets** to be used for grinding, welding & gas cutting operations to contain sparks
- **Fire Extinguishers** – With people when doing hot work, on self-propelled mobile machines and at all fuel driven machines
- **Guide ropes** to be used for all lifts
- **Firewatchers** to be posted when commencing hot work in hazard prone areas
- **Permits** to be obtained and adhered to
- **Excavations:** Provide for shoring, battering back, soil and loose rocks to be 2 meters from edge and approved barricading
- **Dedicated flagmen** with illuminating vests to be in control of movement of heavy mobile and earth moving equipment
- Submit a **Safety incentive scheme** for approval, and provide for the cost for it
- Equipment Safety Officer – **Computer with CD Rom and cell phone**
- The **cradle to grave** principle is implemented and adhered to regarding spillage of hazardous and flammable substances
- **Voltage reducers** fitted to all welding machines
- **Concrete buckets** to be fitted with Safety Chains and opening wheels
- **Earth leakage** units to be fitted to all portable generator sets and welding machines with electrical outlets
- **Earth moving vehicles** to be fitted with prescribed rotating lights and operated with headlights on. Site vehicles to be fitted with whip aerials and rotating lights. Reverse hooters/back up alarms to be functional at all times
- **Weatherproof caravan type connections** fitted to all electrical equipment and extensions when used externally in wet conditions
- **Nine Inch Grinders** not to be used, unless fitted with backing plate
- **All cranes** are fitted with: Anti two block cut out devices/Automatic load arrest systems/ Automatic load limit devices and indicators/Gear lock on neutral and a waste safety belt
- **All Self-propelled mobile machines** are fitted with Fire extinguishers and reverse hooters/ back up alarms
- **Flashback Arrestors** at cylinders and torches and proper clamps (gas cutting equipment)
- Correct and safe **manual lifting** operations

- **Supervision ratio** of foreman to workers - Not > 1:15
- Two new **long sleeve overalls** with company logo on back to be provided every six months. (or more frequently, if required due to specific task)

Shaded eating areas with:

- Tables & chairs
- Hand washing facilities
- Adequate potable water provided

Portable toilets:

- At a ratio of 1:10
- To be cleaned daily and maintained weekly as minimum requirement (Daily Inspection Record Required).
- Running water to be available at toilets with soap to wash hands.

74.10.33 Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Legal liability training of all Supervisors and Construction Managers
- IRCON or equivalent approved course for all supervisors, foremen and Construction Managers
- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Original of the notification of construction work stamped by the Department of Labour
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- A Construction plan detailing each activity per job
- Signed legal appointments as required by legislation
- Contractors' Safety Officer - to be interviewed and approved by KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa appointed Health & Safety agent
- All equipment to be on a current register, backed up by relevant test certificates
- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Attending of the Contractors Job Specific Induction
- Health and Safety Management Plan

- Health and Safety file table of contents (to follow order of Safety File Checklist Annexure 4)

74.11 Termination and Suspension for Breach of Health and Safety Conditions

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and the Contractor agree that the provisions of this Clause are of the utmost importance, and any relevant violation of them is considered to be a material and substantial breach of this Contract.

The Contractor must not cause, permit, or tolerate a hazardous, unsafe, unhealthy or environmentally unsound condition or activity over which it has control at the Site. If the Contractor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition, including a violation of any of the Health and Safety requirements, it must immediately notify KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative and take whatever steps are necessary and as is agreed between KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa and the Contractor to remove from site, eliminate, terminate, mitigate, and rectify the condition. If remedial action is not implemented within the agreed term, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative has the right to stop work forthwith.

If the Contractor fails to take the necessary steps to cure that breach or violation promptly or to otherwise comply with this Clause, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa may exercise its rights of termination according to the default provisions of this Contract or issue a fine to the Contractor to the value of R10,000.00 per offence.

Should KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative observe an unsafe act or become aware of a planned unsafe act, KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative may direct the Contractor to cease, or not to proceed with, the unsafe work. The Contractor must, at the Contractor's own cost and risk, modify its Method of Work in order to work safely.

74.12 Safety Conflict

Where any conflict exists between the requirements of this Annexure, the Site Rules or Statutory Requirements/Regulations the higher standard must apply unless such conflict is brought to the attention of KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa or the KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa nominated Representative and a direction provided. The Contractor is deemed to have allowed for the higher standard.

The Contractor is legally responsible for ensuring that he conforms to all applicable aspects of the Occupational Health & Safety Act 85/1993 and Regulations (OH&S Act) and other relevant Acts and Regulations. If in dispute with KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa specification and or foreign legislation, the most stringent requirement must apply for all

KwaZulu Natal Province- Agriculture and Rural Development Republic of South Africa controlled project/ sites.

75 CORONA VIRUS/ COVID -19 Requirements

75.1 Policies and Procedures

The Contractor will be required to compile and submit for review and approval, before establishing site, the following documents:

- COVID-19 Policy: To be signed by the Chief Executive Officer 16(1).
- COVID-19 Prevention and Control Management Plan which will include Procedures on how the Department of Health and the Disaster Management Requirements shall be complied with.
- Compliance Commitment letter to be signed by all persons in a supervisory role (Foreman/Supervisor/Construction Manager).
- The Contractor shall ensure their induction program to include the requirements of working within the Disaster Management requirements for COVID 19. All staff to be re-inducted prior to starting work.
- The Contractor shall ensure their emergency response plan and first aid procedures o include the requirements of COVID - 19.
- The Contractor must Include COVID 19 in his Baseline Risk Assessment and Issue Based / Task Specific Risk Assessments inclusive of appropriate mitigating factors

The Contractor must also take into consideration the OHS Act 85 Of 1993 and Regulations with specifics to “CONSOLIDATED COVID-19 DIRECTION ON HEALTH AND SAFETY IN THE WORKPLACE GNR.639 of 4 June 2020.”

The Contractor will also be responsible for the following, which must be explicitly detailed in there COVID-19 Prevention and Control Management Plan:

- Ensure that all persons on site including Sub-Contractors, Visitors, Client and Professional team comply with the COVID-19 Policies and Procedures.
- The Contractor must not permit more persons onto site than what is permitted by the gazetted Disaster Management Regulations which may change from time to time.

75.2 Demographics of Labour

The Contractor must compile a demographic record of all of their staff including casual labour.

The Contractor shall use the current NIOH document that is available.

- Age of staff/labour, a procedure to take cognizance of the worker/staff in high risk categories e.g. 50 + and those with underlying medical risks.
- Health Status a record of the person's health conditions specifically those that have been identified as causing complications when infected with COVID-19 Virus.
- Socio economic status of the workforce, this may have an impact of the transmission of the COVID-19 virus either from site to the home environment or from home to the workplace.

75.3 Social Distancing

Where possible social distancing must be implemented and at least a 1.5-meter distance to be maintained (2m shall be preferable). Where this is not possible due to the nature of the task additional PPE to prevent or reduce the risk of transmission shall be issued and the use of the additional measures shall be enforced.

These measures shall include but not limited to:

- Training and education on how to reduce the transmission of COVID 19
- Provision of adequate PPE supply.
- Training in the use (Donning and Doffing) of PPE.
- Monitoring and managing the use of PPE.
- COVID-19 compliant waste disposal facilities for PPE and cloths used in cleaning and sanitising operations.
- Provision of Personal sealable bags to store the PPE prior to washing.
- Training on the care and washing requirements.
- Sanitising and washing facilities for workers to provide in the immediate vicinity of where the task has been completed.
- Facilities to be provided for the sensitisation of PPE e.g. Safety Harnesses, hard hats, Safety Glasses, Face Shields, etc.

76 **Contractor's Acceptance & Acknowledgement of the Site Specific Health & Safety Specification:**

I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for:

(Company Name) declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project:

.....
I will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

Contractor's Responsible Person
(16.1/ 16.2 Appointee)

Date

PART D
: BID DISQUALIFYING FACTORS

1. All bids received shall be evaluated on the following phases of evaluation:

- (i) Stage one : Administrative Compliance
- (ii) Stage two : Functionality Criteria
- (iii) Stage three : Price and Specific Goals

2. Compulsory administrative compliance:

- a. Bids must meet the Special Terms and Conditions in all aspects as stipulated in the bid document.
- b. Annexure C (Bidders past experience) must be completed and signed by the bidder.
- c. All information required in the bid document must be accurate and duly completed including all the appropriate signatures.
- d. Use of correction fluid is prohibited.
- e. Any alterations must be initialled.
- f. Under no circumstances may bid forms be retyped or redrafted.
- g. Central Suppliers Database registration number.
- h. Minimum level CIDB (5CE) grading

3. Compulsory Documents, must be submitted with a bid:

- a. An original or certified copy Resolution document by the board of directors/ certified copy of the Resolution document, personally signed by the chairperson of the board, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, where applicable, as per SBD 11.
- b. A certified copy of a valid BBBEE certificate or valid sworn affidavit (To prove ownership goal)

4. Functionality

- a. Relevant Experience
- b. Financial Capacity
- c. Equipment /Plant
- d. Implementation Plan
- e. Locality

5. Functionality Evaluation Criteria

- a. The bid documents will be evaluated individually on score sheets, by a Representative evaluation panel, according to the below mentioned evaluation criteria.
- b. All service providers who score less than minimum functionality score of **80 points** will not be considered for award.

TABLE 1: Evaluation Functionality

NO	EVALUATION MATRIX	DESCRIPTION	POINTS	MEANS OF VERIFICATION
1.	Experience	Bidders Experience in Structural Steel Works OR Reinforced Concrete A maximum of six (6) reference Each completion certificate will be allocated 5 points to maximum of 30 points.	30	Proof of Purchase order or Appointment letter & Completion certificates or Reference letter. • <i>In order to score the maximum of 5 points service provide must provide the combination of the above documents for each project.</i>
2.	Financial Capacity	Proof of Minimum Financial Resources to implement this project, a minimum of R1 Million	20	Evidence of credit facility with manufacturer/supplier Or Registered Financial Institution Or Evidence of access to any legal funding instrument (e.g. Letter of intent)
3.	Equipment /Plant	Access to transport/ machinery • Light Delivery Vehicle (LDV) /Truck	20	Letter of commitment from fleet company Or Confirmation from producer that delivery shall also be undertaken Or Documentary proof of transport or transportation facility (Log Books/ Letter of agreement supported by Logbook)
4.	Implementation Plan	Scores are allocated as per Level 1 – 5 (below table 2): Level 1: points = 0 Level 2: points = 05 Level 3: points = 10 Level 4: points = 15 Level 5: points = 20	20	Attach detailed implementation plan as per Table 2 below
5.	Locality	Proof of Physical address: Office of Bidder outside borders of KZN = 05 pts Office of Bidder within borders of KZN = 10 pts	10	Lease agreement; Municipal Utility Bill; or Copy of Bank Statement (first page only) with address
* NB: Compulsory – if service provider meets the Minimum Functionality Threshold but fails to score a minimum of 15 points in Experience, the bidder will be disqualified.		TOTAL	100%	
		Minimum points	80	

TABLE 2: Criteria: Approach and Methodology

Criteria : Approach and Methodology	
Points	Means of Verification
Level 1 Points = 0	No information provided / irrelevant information provided, service provider has submitted a methodology that is generic in nature and does not adequately cover all programmed activities in a chronological order.
Level 2 Points = 05	The service provider has submitted a methodology approach that is generic and which does not adequately cover all programmed activities and listed in chronological order.
Level 3 Points = 10	The service provider has submitted a project specific methodology which adequately cover all programmed activities and listed in a chronological order.
Level 4 Points = 15	The service provider has submitted a project specific methodology and it covers all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order.
Level 5 Points = 20	The service provider has submitted a project specific methodology and it covers all programmed activities and associated regulatory compliance requirements in detail and activities are listed in a chronological order Over and above the service provider has shown the following: <ul style="list-style-type: none"> • Quality control measures • Risk management • Staff and resource management • Communication and stakeholder engagement • Relevant approvals and/or notifications • List of additional personnel or service providers to ensure quality control

6. Price and Specific Goals

- 7.1. Bidder/s who had attained the minimum passing score of eighty (80) points will be evaluated further on Price and Specific Goal points. The bidder who scores the highest points may be awarded the contract as prescribed by the PPPFA.
- 7.2. Procurement above R1M to R50M (80/20) the Department will allocate the Specific goal points as follows:
 - a. An EME or QSE entity which is at least 51 % Black owned will be awarded 20/20 points (as per the provisions of KZNDARD SCM Policy); and
- 7.3. This must be supported by a CIPC or BBBEE certificate or affidavit or Shares certificate register or CSD report or utility bills or proof of residence (Councillors letter or traditional authorities).
- 7.4. Ownership verification will be conducted through CIPC, CSD and BBBEE Certificate/affidavit

NB. The Department reserves the right to verify all information submitted. Non-compliance with the above shall result in elimination from further evaluation. Where copies of original documentation are submitted, those copies must be certified and must not be copies of certified copies.

Original certification should not be older than six (6) months.

Failure to comply with this requirement shall invalidate the bid submitted.

ANNEXURE C | EXPERIENCE, EQUIPMENT & RESOURCES

Please indicate your experience and expertise by completing the table:

No	Name of project and	Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					

Signature: _____

Date: _____

EQUIPMENT & RESOURCES: Please provide an indication of the equipment and resources which will be available to execute the services required:

No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

