University of the Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital
Extensions

PROCUREMENT DOCUMENT
(Based on NEC3 Engineering and Construction Short Contract)

January 2015

Issued by:
Director: Campus Planning and Development
University of the Witwatersrand, Johannesburg

Name of Tenderer: .................................................................
University of the Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital Extensions

Contents

<table>
<thead>
<tr>
<th>Number</th>
<th>Heading</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>THE TENDER</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1:</strong> Tendering procedures</td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2:</strong> Returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>THE CONTRACT</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part C1:</strong> Agreements and Contract data</td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data</td>
</tr>
<tr>
<td></td>
<td>Part 1 – Data by the <em>Employer</em></td>
</tr>
<tr>
<td></td>
<td>Part 2 – Data by the <em>Contractor</em></td>
</tr>
<tr>
<td></td>
<td><strong>Part C2:</strong> Pricing data</td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing assumptions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Price List</td>
</tr>
<tr>
<td></td>
<td><strong>Part C3:</strong> Scope of work</td>
</tr>
<tr>
<td></td>
<td>C3 Scope of work</td>
</tr>
<tr>
<td></td>
<td><strong>Part C4:</strong> Site Information</td>
</tr>
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<td></td>
<td>C4 Site Information</td>
</tr>
</tbody>
</table>
University of the Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital Extensions

T1.1 Tender Notice and Invitation to Tender

The Campus Planning and Development (CPD) of The University of the Witwatersrand, Johannesburg invites tenders for the renovation and construction works at the Rahima Moosa Mother and Child Hospital, Coronationville, Johannesburg.

An NEC3 Engineering and Construction Short Contract will be entered into between Wits University and the preferred tenderer.

Preferences may be offered to tenderers who are Broad Based Black Economic Empowerment Contributors.

Tenderers must have a CIDB contractor grading designation of 6GB or higher. Only tenderers who have suitable experience and demonstrated capacity are eligible to submit tenders.

Documents may be downloaded from the University’s website: http://web.wits.ac.za/Newsroom/Tenders/ from Tuesday 03rd February 2015 at 12h00.

A site meeting with representatives of the Employer will take place on site on Thursday 05th February 2015 at 13h00. All potential tenderers to meet at ‘Rahima Moosa Mother and Child Hospital - B Block – Department of Paediatrics’.

The University reserves its right to award this tender in full, in parts or not at all and call for new tenders in the event of unsatisfactory reply to this tender invitation.

The closing time for receipt of tenders is 12h00 on Friday 20th February 2015.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Any and all queries relating to the issue of these documents must be addressed in writing to Tender administrator: Kelebogile Motshoane
Tel: 011 717 9026
e-mail: kelebogile.motshoane@wits.ac.za
University of the Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital Extensions

T1.2 Tender Data


The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Tender Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is the University of the Witwatersrand, Johannesburg, acting through its Campus Planning and Development Unit.</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The Tender Documents issued by the Employer comprise the following documents:</td>
</tr>
<tr>
<td></td>
<td>THE TENDER</td>
</tr>
<tr>
<td></td>
<td>Part T1: Tendering procedures</td>
</tr>
<tr>
<td></td>
<td>T1.1 - Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 - Tender data</td>
</tr>
<tr>
<td></td>
<td>Part T2: Returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.1 - List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 - Returnable schedules</td>
</tr>
<tr>
<td></td>
<td>THE CONTRACT</td>
</tr>
<tr>
<td></td>
<td>Part C1: Agreements and Contract data</td>
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<tr>
<td></td>
<td>C1.1 - Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 - Contract data</td>
</tr>
<tr>
<td></td>
<td>Part C2: Pricing data</td>
</tr>
<tr>
<td></td>
<td>C2.1 - Pricing assumptions</td>
</tr>
<tr>
<td></td>
<td>C2.2 - Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>Part C3: Scope of work</td>
</tr>
<tr>
<td></td>
<td>C3 - Scope of work</td>
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<tr>
<td></td>
<td>Part C4: Site Information</td>
</tr>
<tr>
<td></td>
<td>C4 - Site Information</td>
</tr>
<tr>
<td>F.1.4</td>
<td>The Employer’s agent is:</td>
</tr>
<tr>
<td></td>
<td>Kelebogile Motshoane</td>
</tr>
<tr>
<td></td>
<td>Tel: 011 717 9026</td>
</tr>
<tr>
<td></td>
<td>e-mail: <a href="mailto:kelebogile.motshoane@wits.ac.za">kelebogile.motshoane@wits.ac.za</a></td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
</tbody>
</table>
| F.1.5.1 | In addition, the Employer reserves the right at any time to:  
- Request further information should the tender offer yield insufficient detail and tenderer differentiation,  
- Contact any tenderer during the evaluation process, in order to clarify any information, without informing any other tenderer,  
- Award only a portion of the tender,  
- Award portions of the tender to more than one contractor,  
- Withdraw, defer, suspend or reissue the tender in whole or in part at any time,  
- Share all information and findings with any other higher education entities worldwide, provided such information has not been marked as confidential, for benchmarking purposes, and,  
- Audit the awarded contracts from time to time. |
| F.1.5.2 | This clause does not apply. |
| F.2.1 | Only those tenderers who have suitable experience and demonstrated capacity for similar projects as a main contractor are eligible to submit tenders.  
Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 6GB or higher are eligible to have their tenders evaluated. |
| F.2.7 | The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.  
Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. |
| F.2.11 | An item against which no rate or price is entered by the Tenderer shall be considered to be covered by other rates or prices detailed in the tender offer. |
| F.2.12 | No alternative tender offers will be considered. |
| F.2.13.3 | Parts of each tender offer communicated on paper shall be submitted as an original (1) copy, plus one (1) additional copy. |
| F.2.13.4 | An officer or director of the tenderer who is legally authorised by the tenderer to enter into a binding agreement must sign the tender offer. |
| F.2.13.5 | The employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:  
**Location of tender box:** Foyer of the Procurement Office  
**Physical address:** Facilities and Services Building, Braamfontein West Campus, University of the Witwatersrand, Johannesburg (Tel 011-717 1510) (see [http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm](http://web.wits.ac.za/ContactWits/Maps/WestCampus.htm))  
**Identification details:** Tender reference number, Title of Tender and the closing date and time of the tender |
| F.2.13.9 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| F.2.15 | The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. |
| F.2.16 | The tender offer validity period is 8 (eight) weeks. |
| F.2.22 | All returnable documents, certificates and schedules must be current and valid and returned with the tender’s offer submission. |
| F.3.4 | This clause is not applicable. |
| F.3.11.1 | The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. |
The procedure for the evaluation of responsive tenders is Method 4.

The value of $W_1$ (points awarded for financial offer) and $W_2$ (points awarded for quality) is 70 and 20, respectively.

The score for financial offer is calculated using Formula 2 (Option 2):

$$N_{fo} = W_1 \times A$$

Where $N_{fo}$ = Evaluation Points scored for Financial Offer

$W_1$ = Weighting for Financial Offer (70)

$A$ = Value calculated using this formula.

$$A = \frac{P_m}{P}$$

Where $P_m$ = the comparative offer of the most favourable comparative offer (Lowest Price)

$P$ = the comparative offer of the tender offer under consideration.

Up to 10 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

The quality criteria and maximum score in respect of each of the criteria are as follows:

<table>
<thead>
<tr>
<th>Quality criteria</th>
<th>Maximum number of points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience of the contractor in refurbishing of existing buildings and construction of new buildings.</td>
<td>50</td>
</tr>
<tr>
<td>Experience of the Contract Manager (person responsible for the day to day running of the site) for the project</td>
<td>20</td>
</tr>
<tr>
<td>General experience and qualifications</td>
<td></td>
</tr>
<tr>
<td>Knowledge of issues which the tenderer considers pertinent to the project</td>
<td>15</td>
</tr>
<tr>
<td>Experience of the Cost Controller (person responsible for interfacing with the Project Manager regarding cost) for the project</td>
<td>10</td>
</tr>
<tr>
<td>General experience and qualifications</td>
<td></td>
</tr>
<tr>
<td>Knowledge of issues which the tenderer considers pertinent to the project</td>
<td>5</td>
</tr>
</tbody>
</table>

Maximum possible score for quality ($M_s$) = 100

Quality shall be scored by not less than three evaluators in accordance with the following schedules:

- Experience of the contractor in refurbishing of existing buildings and construction of new buildings;
- Experience of the Contract Manager for the project;
- Experience of the Cost Controller for the project.

The minimum number of evaluation points for quality is 60% of the total points allocated to quality.

Each evaluation criteria will be assessed in terms of five indicators — no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

This clause does not apply.

The number of paper copies of the signed contract to be provided by the employer is 1 (one).
<table>
<thead>
<tr>
<th>F.3.18</th>
<th>Additional conditions to the standard conditions of tender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Notwithstanding the provisions of clause F.3.18, the Employer shall provide upon written request only the outcomes of tender process.</td>
</tr>
<tr>
<td></td>
<td>2. The following pricing assumptions apply to the pricing of the Bills of Quantities:</td>
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<tr>
<td></td>
<td>a) Information in the Bill of Quantities is not Works Information or Site Information. Accordingly, instructions to do work or how it is to be done are not included in the Bill, but in the Works Information as the Contractor Provides the Works in accordance with the Works Information. The Bill of Quantities is only a pricing document.</td>
</tr>
<tr>
<td></td>
<td>b) The Bill of Quantities needs to be read in conjunction with the Scope of Work contained in this document and the Scope of Work and Site Information contained in the Proposed Package Order:</td>
</tr>
<tr>
<td></td>
<td>c) The prices in the Bills of Quantities are to include risk allowances.</td>
</tr>
<tr>
<td></td>
<td>d) An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.</td>
</tr>
</tbody>
</table>
T.2.1 List of returnable documents

1 Returnable Schedules required for tender evaluation purposes

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Preferencing Schedule: Broad Based Black Economic Empowerment Status (based on DTI’s generic code of good practice)
- Tender assessment schedule
- Schedule of tenderer’s experience in refurbishing and new buildings
- Schedule of Contract Manager’s experience
- Schedule of Cost Controller’s experience.

2 Other documents required for tender evaluation purposes

The tenderer must submit the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Tenderer’s company tax clearance certificate for tenders (letter of good standing) issued by the South African Revenue Services.

3 The offer portion of the C1.1 Offer and Acceptance

4 C1.2 Contract Data (Part 2)

5 C2.2 Price Schedule

The tenderer’s attention is drawn to Part 2 of the Contract Data which require the Tenderer to enter:

a) a percentage for overheads and profit added to the Defined Cost for people; and
b) a percentage for overheads and profit added to other Defined Cost

These percentages need to be provided as compensation events (i.e. events that are at the Employer’s financial risk and can lead to changes to the Prices), are assessed on the basis of Defined Cost (i.e. the amount paid by the Contractor in providing the Works (excluding any tax which the Contractor can recover) for people Employed by the Contractor, Equipment, Plant and Materials and work subcontracted by the Contractor. These percentages are applied to components of Defined Cost when making changes to the Prices in terms of the Contract. These percentages cover everything that is not included in Defined Cost.

Tenderers need to price these percentages realistically as they will be taken into account when evaluating tender offers – see Tender Assessment Schedule.
Record of Addenda to tender documents

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td>4.</td>
<td></td>
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<td>5.</td>
<td></td>
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<tr>
<td>6.</td>
<td></td>
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<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer
Proposed amendments and qualifications

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

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

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
</tr>
</thead>
</table>

Signed  
Name  Position

Tenderer

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Preferencing schedule: Broad Based Black Economic Empowerment Status (based on DTI’s generic code of good practice)

1 Definitions

The following definitions shall apply to this schedule:

**black owned**: an entity in which:

a) black people hold more than 50% of the exercisable voting rights as determined under Code series 100; and

b) black people hold more than 50% of the economic interest as determined under Code series 100.

**black person**: natural persons who are Africans, Coloureds and Indians who are citizens of the Republic of South Africa by:

i) birth or descent; or

ii) naturalization occurring:

a) before the commencement date of the Constitution of the Republic of South Africa Act of 1993; or

b) after the commencement date of the Constitution of the Republic of South Africa Act of 1993, but who, without the Apartheid policy would have qualified for naturalization before then.

**code**: the Broad-Based Black Economic Empowerment Codes of Good Practice issued in terms of the section 9(1) of the Broad Based Black Economic Empowerment Act 53 of 2003, as published in Government Gazette No 29617 of 9 February 2007.

**entity**: a natural or a juristic person conducting a business, trade or profession in the Republic of South Africa

**exempted micro enterprise**: an enterprise which has an annual total revenue of R5,0 million or less

**principal**: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act, 1973 (Act 61 of 1973) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

**qualifying small enterprise**: an enterprise which has an annual total revenue of between R5,0 million and R 35,0 million

**small qualifying score card**: the scorecard contained in Code series 800

**start up enterprise**: a recently formed or incorporated entity that has been in operation for less than 1 year, but excluding any newly constituted enterprise which is merely a continuation of a pre-existing enterprise.

**total revenue**: total income of an entity from its operations as determined under South African Generally Accepted Accounting Practice

**verification agency**: a verification agency accredited by SANAS or, an agency which, in the opinion of the employer, is reputable.

The definitions contained in the Broad Based Black Economic Empowerment Act 53 of 2003 and the Broad-Based Black Economic Empowerment Codes of Good Practice, as published in Government Gazette No 29617 of 9 February 2007, shall have precedence in the interpretation of any ambiguity or inconsistency with the above definitions.

2 Conditions associated with the granting of preferences

2.1 Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 3, failing which their claims for preferences will be rejected.

2.2 Verification agencies shall clearly indicate the financial year or the period on which the entity’s B-BBEE Status is based in any verification certificate that is issued. Certificates which fail to provide this information will be rejected.

3 Establishing the B-BBEE status of an enterprises

3.1 Exempted micro enterprises
3.1.1 An exempted micro enterprise shall be deemed to have the B-BBEE Status of a Level 4 Contributor.

3.1.2 An exempted micro enterprise with more than 50% ownership by black people shall be deemed to have the B-BBEE Status of a Level 3 Contributor.

3.1.3 An exempted micro enterprise wishing to improve their B-BBEE Status may be measured in terms of the Small Qualifying Scorecard.

3.1.4 Sufficient evidence of qualification as an Exempted Micro-Enterprise is an auditor’s certificate or similar certificate issued by an accounting officer or verification agency in respect of the entity’s last financial year or a 12 month period which overlaps with its current financial year.

3.1.5 Sufficient evidence of qualification as a Level 3 Contributor shall be a signed affidavit by all of the principals of the entity declaring that at least 50% of the ownership of the entity is by black people.

3.1.6 Sufficient evidence of qualification for a higher B-BBEE status in terms of the small qualifying scorecard shall be as stated in 3.2.

3.2 Qualifying small enterprises

3.2.1 A qualifying small enterprise’s B-BBEE Status shall be measured in accordance with the Qualifying Small Enterprise Scorecard in accordance with the relevant provisions of the Code.

3.2.2 Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency based on the performance of the entity during its last financial year or a 12 month period which overlaps with its current financial year.

3.3 Start up Enterprises

3.3.1 Start up enterprises shall be measured as follows for the first year following their formation or incorporation:

<table>
<thead>
<tr>
<th>Value of tender including VAT</th>
<th>Clause for assessing B-BBEE Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤ R 5 000 000</td>
<td>3.1 based on annualized data</td>
</tr>
<tr>
<td>&gt; R 5 000 000 but &lt; R35 000 000</td>
<td>3.2 based on annualized data</td>
</tr>
<tr>
<td>≥ R 35 000 000</td>
<td>3.4 based on annualized data</td>
</tr>
</tbody>
</table>

3.3.2 Sufficient evidence of Start up Enterprises status shall be a certificate issued by an auditor or a verification agency confirming such status in accordance with the relevant provisions of the Code.

3.4 Enterprises other than micro exempted, qualifying small enterprises or start up enterprises

3.4.1 Enterprises other than micro exempted, qualifying small enterprises or start up enterprises shall be measured in accordance with the relevant provisions of the relevant provisions of the Code.

3.4.2 Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency based on the performance of the entity during its last financial year or a 12 month period which overlaps with its current financial year.

4 Joint ventures

The preference awarded to joint venture shall be based either on:

a) the B-BBEE status of the joint venture partner with the lowest B-BBEE status; or
b) the B-BBEE status of the joint venture as a group structure, established by a verification agency, in accordance with the Guidelines on Complex Structures & Transactions, and Fronting (Previously Statement 002) issued by the Department of Trade and Industry.
5 Tender preferences claimed

The scoring shall be as follows:

<table>
<thead>
<tr>
<th>B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment</th>
<th>% max points for preference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form not completed or non-compliant contributor</td>
<td>0</td>
</tr>
<tr>
<td>Level 8 contributor</td>
<td>10</td>
</tr>
<tr>
<td>Level 7 contributor</td>
<td>20</td>
</tr>
<tr>
<td>Level 6 contributor</td>
<td>30</td>
</tr>
<tr>
<td>Level 5 contributor</td>
<td>40</td>
</tr>
<tr>
<td>Level 4 contributor</td>
<td>60</td>
</tr>
<tr>
<td>Level 3 contributor</td>
<td>80</td>
</tr>
<tr>
<td>Level 2 contributor</td>
<td>90</td>
</tr>
<tr>
<td>Level 1 contributor</td>
<td>100</td>
</tr>
</tbody>
</table>

6 Declaration

I/we declare that the enterprise is a Level ........ contributor as at the closing date for tenders and our financial year ends on ..............

Signature : ...........................................................................................................................................

Name : ...............................................................................................................................................

Duly authorised to sign on behalf of : ..............................................................................................

Telephone : ........................................................................ Fax : ...........................................................

Date : ......................................................................................
Evaluation Schedule: Experience of tenderer

The experience of the tenderer as a company (as opposed to key staff members) in renovating / refurbishing / new buildings as a main contractor over the last five years will be evaluated.

The information shall be within the previous 5 years and can include contracts that are not complete prior to the closing date for submissions.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number, where available</th>
<th>Description of refurbishment and new building contract</th>
<th>Contract value inclusive of VAT (Rand)</th>
<th>Date Start</th>
<th>Completion (Actual or expected)</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

The scoring of the respondent’s experience will be as follows:

| Score 0 | Tenderer has submitted no information or inadequate information to determine scoring level. |
| Poor (score 40) | Tenderer has limited experience when compared to other tenderers |
| Satisfactory (score 70) | Tenderer has average experience when compared to other tenderers |
| Good (score 90) | Tenderer has above average experience when compared to other tenderers |
| Very good (score 100) | Tenderer has supplied the most experience when compared to other tenderers |

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Respondent
Evaluation Schedule: Experience of Contract Manager

The experience of the tenderer’s Contract Manager will be evaluated in relation to the scope of work from two different points of view:

1) General experience and qualifications
3) Knowledge of issues which the tenderer considers pertinent to the project.

A CV of the site supervisor of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:
1 Personal particulars
   - name
   - date and place of birth
   - place(s) of tertiary education and dates associated therewith
   - professional awards
2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>General experience and qualifications</th>
<th>Knowledge of issues pertinent to the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor (score 40)</td>
<td>Tenderer has submitted insufficient information to score the schedule</td>
<td>Tenderer has limited knowledge of issues pertinent to the project</td>
</tr>
<tr>
<td>Satisfactory (score 70)</td>
<td>Tenderer has average experience and qualifications when compared to other tenderers</td>
<td>Tenderer has average knowledge of issues pertinent to the project</td>
</tr>
<tr>
<td>Good (score 90)</td>
<td>Tenderer has above average experience and qualifications when compared to other tenderers</td>
<td>Tenderer has above average knowledge of issues pertinent to the project</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Tenderer has best experience and qualifications when compared to other tenderers</td>
<td>Tenderer has the best knowledge of issues pertinent to the project</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ___________________________ Date ___________________________

Name __________________________________________ Position __________________________________________

Tenderer

_________________________________________________________________________________________
Evaluation Schedule: Experience of Cost Controller

The experience of the tenderer’s Cost Controller will be evaluated in relation to the scope of work from two different points of view:

1) General experience and qualifications
3) Knowledge of issues which the tenderer considers pertinent to the project.

A CV of the cost controller of not more than 3 pages should be attached to this schedule.

Each CV should be structured under the following headings:
1 Personal particulars
   - name
   - date and place of birth
   - place (s) of tertiary education and dates associated therewith
   - professional awards
2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3 Name of current employer and position in enterprise
4 Overview of work experience (year, organization and position)
5 Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>General experience and qualifications</th>
<th>Knowledge of issues pertinent to the project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poor (score 40)</td>
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</tr>
<tr>
<td>Satisfactory (score 70)</td>
<td>Tenderer has average experience and qualifications when compared to other tenderers</td>
<td>Tenderer has average knowledge of issues pertinent to the project</td>
</tr>
<tr>
<td>Good (score 90)</td>
<td>Tenderer has above average experience and qualifications when compared to other tenderers</td>
<td>Tenderer has above average knowledge of issues pertinent to the project</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Tenderer has best experience and qualifications when compared to other tenderers</td>
<td>Tenderer has the best knowledge of issues pertinent to the project</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ____________________________ Date ____________________________

Name ____________________________ Position ____________________________

Tenderer ____________________________
Tender assessment schedules

The parameters tendered in the Contract Data by the Contractor are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from summary to Price List) \[ \text{R. .................................. 1.} \]

Employer’s assumption regarding quantum of compensation events for tender evaluation purposes:

Assumed value of compensation events:
\[ = 10 \% \text{ of Tendered total of the Prices} \]
\[ = 10 \times \frac{1}{100 \times \text{1}} = \text{R. .................................. 2.} \]

Assessing the impact of the tendered contract data associated with compensation events:
\[ = \text{assumed value of compensation events } \times \left( 0.20 \times \text{p1} + 0.80 \times \text{p2} \right) \]
\[ = \text{2} \times \left( 0.20 \times \text{......... / 100} + 0.80 \times \text{......... / 100} \right) = \text{R. .................................. 3.} \]

Where p1 = The percentage for overheads and profit added to the Defined Cost for people
p2 = The percentage for overheads and profit added to other Defined Cost

Comparative offer for tender evaluation purposes
\[ = \text{1} + \text{3} = \text{................................. +. ...........................................} \]
\[ = \text{R. ............................................ .............} \]
C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) ........................................................... ........................................Rand;

R.................(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s) ....................................................................................................................

Capacity ...................................................................................................................

For the tenderer:

Name & signature of witness ..................................................................................

Date

(Insert name and address of organisation)
Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature(s) ........................................
Name(s) ........................................
Capacity ........................................
for the Employer

University of the Witwatersrand, Johannesburg
Private Bag 3
Wits 2050

Name & signature of witness ........................................
Date: ........................................
### Schedule of Deviations

<table>
<thead>
<tr>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Short Contract (Third edition of June 2005) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Short Contract to which it mainly applies.

**Part one - Data provided by the Employer**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Employer is the University of the Witwatersrand, Johannesburg, as represented by the Campus Planning and Development Unit</td>
<td>Address: Private Bag 3, Wits 2050&lt;br&gt;Tel No. 011-717-9012&lt;br&gt;Fax No. 011-717-9099</td>
</tr>
<tr>
<td>11.2(2)</td>
<td>The completion date is 31 December 2015.</td>
<td></td>
</tr>
<tr>
<td>11.2(9)</td>
<td>The Price List is in the document called Part 2: Pricing Data</td>
<td></td>
</tr>
<tr>
<td>11.2(10)</td>
<td>The offered total of the Prices is in the document called Part 1: Form of Offer and Acceptance.</td>
<td></td>
</tr>
<tr>
<td>11.2(11)</td>
<td>The works are the refurbishment and new built of extensions to the Rahima Moosa Mother and Child Hospital.</td>
<td></td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The site is the Rahima Moosa Mother and Child Hospital – Block B.</td>
<td></td>
</tr>
<tr>
<td>13.2</td>
<td>The period for reply is two weeks</td>
<td></td>
</tr>
<tr>
<td>14.4</td>
<td>The Employer's representative is Dirk van Den Eynde</td>
<td>Tel No.: 011-717 0968&lt;br&gt;Cell: 079 486 3110&lt;br&gt;e-mail: <a href="mailto:Dirk.vandeneynde@wits.ac.za">Dirk.vandeneynde@wits.ac.za</a></td>
</tr>
</tbody>
</table>
14.4 The Employer's representative is delegated to carry out all the actions of the Employer in this contract with the exception of those required by clauses 51.1, 81.1.

2 The Contractor's main responsibilities

No data is required for this section of the conditions of contract.

3 Time

30.1 The starting date is two weeks after the Contractor receives one fully completed original copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance.

4 Testing and Defects

40 The defects date is 12 weeks after Completion.

41.3 The defect correction period is two weeks.

5 Payment

50.1 The assessment day is on or before the 25th of each month.

50.5 The delay damages are R 2000 per day.

50.6 The retention is 5%.

51.2 The interest rate on late payment is the prime lending rate of the University’s bank.

6 Compensation events

63.1 The percentages for overheads and profit are as stated in the Contract Data provided by the Contractor.

63.1 (13) The weather measurements to be recorded for each calendar month are,

1) the cumulative rainfall (mm)
2) the number of days with rainfall more than 10 mm
3) the number of days with minimum air temperature less than 0 degrees Celsius
4) the number of days with snow lying at 08:00 hours South African Time

The weather data are the records of past 1:10 year weather measurements obtained from the Johannesburg Weather Office for the period 1960-2005, which are as follows:

<table>
<thead>
<tr>
<th>Month</th>
<th>Number of Days with Minimum Temperature below 0°C</th>
<th>Number of Days with Snow at 8:00am</th>
<th>Total Monthly Rainfall (mm)</th>
<th>Number of Days with Rainfall &gt;= 10 mm</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>0</td>
<td>0</td>
<td>190.6</td>
<td>7</td>
</tr>
<tr>
<td>February</td>
<td>0</td>
<td>0</td>
<td>178.6</td>
<td>6</td>
</tr>
<tr>
<td>March</td>
<td>0</td>
<td>0</td>
<td>164.2</td>
<td>6</td>
</tr>
<tr>
<td>April</td>
<td>0</td>
<td>0</td>
<td>87.8</td>
<td>3</td>
</tr>
<tr>
<td>May</td>
<td>1</td>
<td>0</td>
<td>36.2</td>
<td>1</td>
</tr>
<tr>
<td>June</td>
<td>6</td>
<td>0</td>
<td>18.4</td>
<td>1</td>
</tr>
<tr>
<td>July</td>
<td>6</td>
<td>0</td>
<td>8.0</td>
<td>0</td>
</tr>
<tr>
<td>August</td>
<td>4</td>
<td>0</td>
<td>15.0</td>
<td>0</td>
</tr>
<tr>
<td>September</td>
<td>1</td>
<td>0</td>
<td>51.6</td>
<td>2</td>
</tr>
<tr>
<td>October</td>
<td>0</td>
<td>0</td>
<td>138.8</td>
<td>5</td>
</tr>
<tr>
<td>November</td>
<td>0</td>
<td>0</td>
<td>186.6</td>
<td>7</td>
</tr>
<tr>
<td>December</td>
<td>0</td>
<td>0</td>
<td>171.4</td>
<td>7</td>
</tr>
<tr>
<td>Year</td>
<td>16</td>
<td>0</td>
<td>967.0</td>
<td>32</td>
</tr>
</tbody>
</table>

63.1 These are additional compensation events: nil.
Title

No data is required for this section of the conditions of contract.

Indemnity, Insurance and Liability

82.1 The Employer provides these insurances from the Insurance Table from Insurance Brokers, March Africa – Public Enterprises, Tel 012 748 5561 or email stefanus.naude@marsh.com, attention SJ Naude

1 Insurance against loss of or damage to the works,
   The deductibles are:
   • arising from storm (which includes rain, tempest wind, or flood) subsidence, collapse, malicious damage R5 000-00
   • arising from theft or any attempt thereat R7 500-00
   • during testing or commissioning R7 500-00
   • arising from any other cause R7 500-00
   • to surrounding property R7 500-00

2 Insurance against liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract.
   Cover / indemnity: R 20 million
   The deductible is R7 500-00

3 SASRIA Special Risk Insurance in respect of riot and associated risk of damage to the works, Plant and Material

82.1 The Contractor provides these insurances:

1 Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event of not less than is R10 million

2 Loss or damage to equipment for a sum sufficient to provide for their replacement.

3 Loss or damage to Plant and Materials which are outside of the working areas and which are marked by the Supervisor for the contract in accordance with the provisions of the contract sufficient to cover their replacement

Termination

There is no Contract Data required for this section of the conditions of contract.

The additional conditions of contract are:

Selection and appointment of the Adjudicator

A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC3 Adjudicator’s Contract, June 2005.
Z2 Tax invoices

The Contractors invoice

Z2.1 The Contractor submits original valid tax invoices satisfying the requirements of clause 5.12 of the Scope of Work (the “Tax Invoices) together with his application for payment in terms of clause 50.2.

Z2.2 Where the Contractor does not submit the Tax Invoices within the time required:

- the period within which payment is made in terms of clause 51.1 and
- the time allowed in clause 90.4

are extended by the length of time from the date when the Contractor should have submitted the Tax Invoices to the date when he does submit it.

Z2.3 Tax invoices must include the following details:

- Employer’s VAT No: 4390128942
- Addressed to: University of the Witwatersrand, Johannesburg
  P O Box 464
  Wits
  2050
  Attention: Director: Campus Planning and Development
- Contractor details including:
  Company registration number if applicable
  Contractor’s VAT number
  Tax invoice number
  Contractor’s Banking details for payment
- Employer’s purchase order number

Z3 Price adjustment for inflation

Not Applicable.

Z4 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the Contractor hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Contractor and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Contractor contemplated in section 37(2).

Z5 Insurance claims

In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor:

a) in addition to any statutory requirement or other requirements contained in the contract immediately notifies the Employer’s Insurance Brokers and the Employer’s representative giving the circumstances nature and an estimate of the loss or damage or liability.

b) completes a Claims Advice Form available from the Insurance Brokers to whom the form is returned without delay.

c) negotiates the settlement of claims with the Insurers through the Employer’s Insurance Brokers and when required to do so obtains the Employer’s approval of such settlement.

The Employer and Insurers have the right to make all and any enquiries on the Site or elsewhere as to the cause and results of any such occurrence and the Contractor co-operates in the carrying out of such enquiries.
Z6. Insurance cover taken out by the Contractor

Insurance cover which the Contractor is required to take out in terms of the contract shall contain terms acceptable to the Employer’s insurance broker. A reason for not accepting the cover is that it does not comply with the contract.

Z7. Subcontractors

The Contractor submits the name of each proposed subcontractor to the Employer’s representative for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the Contractor to provide the Works. The Contractor does not appoint a proposed subcontractor until the Employer’s representative has accepted him.

Z8. Transfer of rights

The Employer owns the Contractor’s rights over material prepared for this contract by the Contractor except as stated otherwise in the Works Information. The Contractor obtains other rights for the Employer as stated in the Works Information and obtains from a subcontractor equivalent rights for the Employer over the material prepared by the subcontractor. The Contractor provides to the Employer the documents which transfer these rights to the Employer.

Z9. Contractor’s warranty

The Contractor warrants that the Works (including all Equipment, Plant, Materials and services) that it provides shall be fit for the purposes for which the Works are required, and for any other purposes described in this contract.

Z10. Completion

Replace 11.2(1) with the following:

Completion is when the Contractor has successfully completed the refurbishment of the building as described by the Works Information (as amended) except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

Z11. Cession and Delegation of Rights or Obligations

Neither Party may cede and/or assign its rights or obligations under this Agreement including, without limitation, the right to receive payments, without the other Party’s prior written consent.

Z12. Vendor registration

The Contractor registers on the Wits University Procurement Database by the first assessment date by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Work Done to Date is retained in assessments of the amount due until the Contractor has registered on the Wits University Procurement Database.
University of the Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital Extensions

Part C1.2 Contract Data

The Contractor is advised to read the NEC3 Engineering and Construction Short Contract (Third edition of June 2005) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Short Contract to which it mainly applies.

Part two - Data provided by the Contractor

10.1 The Contractor is (Name):
Address

Tel No.
Fax No.
E-mail address

11.2(10) The tendered total of the Prices is In the document C.1: Form of Offer and Acceptance

63.2 The percentage for overheads and profit added to the Defined Cost for people is . . . . . . . . . . . . . . %

63.2 The percentage for overheads and profit added to other Defined Cost is . . . . . . . . . . . . . . %
University of the Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital
Extensions

C2: Pricing Data

C2.1 Pricing assumptions

This contract is a fixed price tender based on a bills of quantities, tenderers are to note that a lump sum tender will not be accepted, tenderers must provide the employer as part of their tender with a detailed breakdown of their tender price.

Preference will be given to tenders submitting maximising the use of locally manufactured goods for incorporation in the works, inclusive of items to be used in the maintenance of the works.

The tenderer must supply the employer with a payment schedule, clearly indicating key milestones at which payment will be requested against specific deliverables. Key milestones must be indicated clearly on the project program to be submitted as part of the tender submission.

Tenderers must familiarise themselves with the current state of the building and the new work that is described in the bills of quantities.

Tenderers must allow in their pricing of the works for the production and delivery of a complete operation and maintenance manual, which must be submitted before completion will be certified.

C2.2.1.1 Entries in the first four columns in the Price List are made by the Employer.

C2.2.1.2 If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

C2.2.1.3 If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

C2.2.1.4 All prices include for supply, making, conveyance and delivery, offloading, storing, unpacking, hoisting, to all levels, labour setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, transport, temporary works, return of packings, establishment charges, scaffolding, overheads and profit and all other obligations.
C2. 2  Price List

See attached Provisional Bill of Quantities – pages 1 to 105.
C3: Scope of work

1 DESCRIPTION OF THE WORKS

1.1 Employer’s objectives

The Empilweni Services and Research Unit (‘ESRU’) is one of the three teaching platforms within the Department of Paediatrics and Child Health of the University of the Witwatersrand at Rahima Moosa Mother and Child Hospital (‘RMMCH’).

ESRU has outgrown its current space in B Block at RMMCH and is presently making use of prefabricated structures for the overflow staff and services. As a result of this severe space shortage, ESRU has had to turn down projects involving HIV and AIDS research and treatment.

RMMCH management has recently approved and allocated an area in front of the B Block for the construction of a multi-storey clinic that will be used for services, training and research on women and children affected by HIV as well as other infectious diseases such as tuberculosis. It will provide not only office space but also training facilities for lectures, tutorials and any other learning activities.

RMMCH envisages this new clinic to be a centre of excellence for training of future generations of healthcare providers, public health specialists and researchers.

1.2 Extent of the works

The construction works include, inter alia:

a) the removal of existing doors, windows, brickwork, plaster, ceilings, etc.;

b) demolition works and site clearance;

c) earth works and piling;

d) concrete works, masonry, screed and plaster work, roofing work;

e) joinery, partitioning and ceiling;

f) aluminium and steel shop fronts with glazing;

g) the supply and installation of floor coverings and wall tiling;

h) the application of paint;
i) mechanical, electrical installations and fire services; and
j) internal plumbing, sanitary ware, soil drainage and water supply;
k) roads and pathways.

1.3 Location of the works

The works are located at the existing Rahima Moosa Mother and Child hospital, Coronationville, Johannesburg.

2 DRAWINGS

The drawings for tender are as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Drawing No</th>
<th>Revision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architects drawings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site Plan</td>
<td>112RMH_D001</td>
<td>03</td>
</tr>
<tr>
<td>Demolition Site Plan</td>
<td>112RMH_D040</td>
<td>02</td>
</tr>
<tr>
<td>Demolition Plans</td>
<td>112RMH_D050</td>
<td>02</td>
</tr>
<tr>
<td>Ground Floor Plan</td>
<td>112RMH_D100</td>
<td>04</td>
</tr>
<tr>
<td>First Floor Plan</td>
<td>112RMH_D101</td>
<td>03</td>
</tr>
<tr>
<td>Second Floor Plan</td>
<td>112RMH_D102</td>
<td>03</td>
</tr>
<tr>
<td>Sections 01</td>
<td>112RMH_D200</td>
<td>02</td>
</tr>
<tr>
<td>Sections 02</td>
<td>112RMH_D201</td>
<td>02</td>
</tr>
<tr>
<td>Elevations 01</td>
<td>112RMH_D300</td>
<td>03</td>
</tr>
<tr>
<td>Elevations 02</td>
<td>112RMH_D301</td>
<td>03</td>
</tr>
<tr>
<td>Roof Plan</td>
<td>112RMH_D400</td>
<td>02</td>
</tr>
<tr>
<td>Ground Ceiling Plan</td>
<td>112RMH_D430</td>
<td>02</td>
</tr>
<tr>
<td>First Ceiling Plan</td>
<td>112RMH_D431</td>
<td>02</td>
</tr>
<tr>
<td>Second Ceiling Plan</td>
<td>112RMH_D432</td>
<td>02</td>
</tr>
<tr>
<td>Window Schedule 01 – Block C Ground &amp; First Floor</td>
<td>112RMH_D500</td>
<td>03</td>
</tr>
<tr>
<td>Window Schedule 02 – Block C Second Floor</td>
<td>112RMH_D501</td>
<td>03</td>
</tr>
<tr>
<td>Window Schedule 03 – Link Ground Floor</td>
<td>112RMH_D502</td>
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</tr>
<tr>
<td>Window Schedule 04 – Link First Floor</td>
<td>112RMH_D503</td>
<td>03</td>
</tr>
<tr>
<td>Window Schedule 05 – Link Second Floor</td>
<td>112RMH_D504</td>
<td>03</td>
</tr>
<tr>
<td>Window Schedule 01 – Block B</td>
<td>112RMH_D505</td>
<td>02</td>
</tr>
<tr>
<td>Door Schedule 01 – Block C Ground Floor</td>
<td>112RMH_D540</td>
<td>03</td>
</tr>
<tr>
<td>Door Schedule 02 – Block C First &amp; Second Floor</td>
<td>112RMH_D541</td>
<td>02</td>
</tr>
<tr>
<td>Door Schedule 04 – Link</td>
<td>112RMH_D543</td>
<td>02</td>
</tr>
<tr>
<td>Door Schedule 05 – Block B Ground &amp; First Floor</td>
<td>112RMH_D544</td>
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</tr>
<tr>
<td>Door Schedule 06 – Block B Second Floor</td>
<td>112RMH_D545</td>
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<tr>
<td>Sanitary Schedule 01 – Block C Ground Floor</td>
<td>112RMH_D580</td>
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<tr>
<td>Sanitary Schedule 02 – Block C First Floor</td>
<td>112RMH_D581</td>
<td>01</td>
</tr>
<tr>
<td>Finishes Schedule 01</td>
<td>112RMH_D620</td>
<td>02</td>
</tr>
</tbody>
</table>
3 CONSTRUCTION

3.1 General

3.1.1 The Contractor shall only incorporate in materials (substances that can be used to renovate or refurbish the building), products (items manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

a) fit for their intended purpose; and

b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3.1.2 All material and workmanship in making good etc, shall match and be neatly jointed to adjoining work. “Making good damaged work” shall include the provision of the necessary materials and workmanship so that a complete repair is achieved.

3.1.3 The Contractor shall follow the works information as prepared by the client’s consultants in each specific discipline and subject to revision by the Client.

3.2 Applicable SANS 1921 standards

3.2.1 SANS 1921-1, General engineering and construction works and associated specification data are applicable to the works:

3.2.2 The abovementioned South African National Standard make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

3.2.3 The associated Specification Data is as follows:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Specification data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Essential data</td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>The responsibility strategy assigned to the contractor for the works is A.</td>
</tr>
<tr>
<td>4.2.2</td>
<td>The structural engineer is SKCMasakhizwe Engineers (Pty) Ltd</td>
</tr>
<tr>
<td>4.3.1</td>
<td>The planning, programme and method statements are to comply with the Contract Data.</td>
</tr>
<tr>
<td>4.3.3</td>
<td>The notice period for inspection is 2 working Days</td>
</tr>
<tr>
<td>4.9.3</td>
<td>The trees and shrubs which are not to be disturbed: Not applicable.</td>
</tr>
<tr>
<td>4.14.3</td>
<td>The Contractor is not required to provide any office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents.</td>
</tr>
<tr>
<td>4.14.5</td>
<td>The Contractor is required to provide latrine and ablution facilities for his staff and workmen.</td>
</tr>
<tr>
<td>4.14.6</td>
<td>There are no requirements for the provision and erection of separate sign boards for consultants and subcontractors.</td>
</tr>
<tr>
<td>4.17.3</td>
<td>Services which are known to exist on the site are describe in the Works Information.</td>
</tr>
</tbody>
</table>
### 3.3 Applicable SANS 2001 standards for construction works

#### 3.3.1 The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

1) SANS 2001-CC1: Concrete works (Structural)
2) SANS 2001-CC2: Concrete works (Minor Works)
3) SANS 2001-CG1: Installation of glazing in window and door frames
4) SANS 2001-CM1: Masonry walling
5) SANS 2001-EM1: Cement plaster
6) SANS 2001-CS1: Structural steelwork

#### 3.3.2 The South African National Standards listed in 4.2.1, which can be purchased online from [www.sabs.co.za](http://www.sabs.co.za), make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standard.

#### 3.3.3 The associated Specification Data is as follows:

| SANS 2001-CC2: Concrete works (Minor works) | Essential Data: |
| Clause | Specification data | nil |
| Variations: | None |
| Additional clauses: | None |

| SANS 2001-CG1: Installation of glazing in window and door frames | Essential Data: |
| Clause | Specification data |
| 4.1.1 | The glazing material shall be in accordance with the requirements of SANS 10400. |
| Variations: | None |
| Additional clauses: | None |

| SANS 2001-CM1: Masonry walling | Essential Data: |
| Clause | Specification data | nil |
| Variations: | None |
| Additional clauses: | None |

| SANS 2001-EM1: Cement plaster | Essential Data: |
| Clause | Specification data |
| 4.1.1 | Cement shall comply with the requirements of SANS 50197-1. |
| 4.2.3.10 | The finish to the plaster shall be as follows: (Refer to Architects finishing Schedule) |
| Variations: | None |
| Additional clauses: | None |
3.4 Project Specifications for Structural and Civil Works

3.4.1 Refer to attachment 1 - Project Specifications for Structural and Civil Works – January 2015

3.5 Miscellaneous Specifications

3.5.1 Precast concrete

3.5.1.1 Setting out drawings for blocks, sills, etc shall, where necessary, be prepared and submitted to the Employer’s representative for acceptance before moulds are made.

3.5.1.2 All finished work shall be protected against injury or soiling. Any work which may be damaged shall be properly replaced by the contractor. No touching up will be permitted except in exceptional cases with the consent of the Employer’s representative. No acids shall be used for cleaning.

3.5.2 Waterproofing

3.5.2.1 All waterproofing shall be laid under a 10 year maintenance free guarantee which shall be made out in favour of the Employer. Such guarantee shall become effective from the date of completion of the whole of the works and shall cover the costs of any necessary works to the waterproofing, associated paving, screeds or any other affected builder’s work, redecorations and any consequential damage caused by leaking or failure of the waterproofing system.

3.5.2.2 All waterproofing shall be flood tested in suitably isolated areas for a period of not less than 72 hours. The water for flooding of the waterproofing shall be dyed with a non-deleterious colouring agent of different colours between adjacent test areas and shall be ‘topped-up’ as necessary during the course of the test.

3.5.3 Carpentry and joinery

3.5.3.1 All sawn timbers shall be the full sizes stated. When ‘planed’ timber is specified, the standard ‘ex’ sizes are given (unless specifically described to the contrary).

3.5.3.2 Doors, sashes, fanlights, processed timber boards, veneers, etc., shall be the full thickness specified.

3.5.3.3 All carpentry shall be free of noticeable shrinkage and warping. Joinery shall be free of unsightly marks.

3.5.4 Ceilings, partitions and access flooring

3.5.4.1 Drywall partitions shall consist of galvanized mild steel floor and ceilings tracks size 63.5 mm x 25.4 mm fixed to floor and ceiling and with galvanized mild steel studs size 63.5 mm x 34.9 mm friction fitted between tracks. Studs at ends and openings shall be crimped to tracks.

3.5.4.2 Cladding shall consist of gypsum baseboard to comply with the requirements of SANS 266 screwed with self-tapping screws to each side of framework at 220 mm centres.

3.5.4.3 Jointing to baseboard shall be scrimmed and finished using Gypsum Readymix jointing compound by the Arnex jointing or the hand jointing method using similar principles.

3.5.4.4 All exposed screw heads shall be filled over with jointing compound to finish flush.

3.5.5 Metal work

3.5.5.1 Mild steel shall comply with the requirements of SANS 1431.
3.5.5.2 Steel pipes of nominal bore not exceeding 200 mm shall comply with the requirements of SANS 62-1. Piece and pipe fittings of nominal bore not exceeding 150 mm, made from steel pipe shall comply with the requirements of SANS 62-2.

3.5.5.3 Burglar-resisting bars for steel frames of ventilating type windows shall comply with the requirements of SABS CKS 338.

3.5.5.4 Organic powder coating for external architectural aluminium shall comply with the requirements of SANS 1578-1 and SANS 1578-2.

3.5.6 Tiling

3.5.6.1 Ceramic floor tiles (glazed and unglazed), unless otherwise described, shall be tiles of approved manufacture, and shall comply with the requirements of SANS 1449 and shall be fixed in accordance with the recommendations of Appendix D thereof. Where tiles are fixed to screeds with an adhesive, the adhesive shall be as recommended by the manufacturer of the tiles. Unless described to the contrary, joints shall be 10 mm wide, straight, continuous and flush pointed with tinted cement mortar composed of one part cement and three parts sand.

3.5.6.2 Floor tiles shall be laid in a 1:3 plaster bedding on concrete.

3.5.6.3 Wall tiles shall be fixed to concrete or masonry in a 1:4 plaster backing.

3.5.6.4 Tiles shall be fixed to screeds or plaster with a suitable fixing adhesive.

Ceramic tile floor shall be cleaned in accordance with the recommendation of SANS 10170.

3.5.7 Plumbing and drainage

3.5.7.1. Pipes in the ground shall be laid on suitable bedding in accordance with the recommendations of SANS 10102.

3.5.7.2 Water supply installation shall be carried out in accordance with the recommendations of SANS 10252-1 and drainage installation shall be carried out in accordance with the recommendations of SANS 10252-2.

3.5.7.3 W.C. seats shall comply with the requirements of SANS CKS 302.

3.5.8 Glazing

3.5.8.1 All glass shall be cut carefully to the required sizes so that all panes of figured or textured glass are uniform in appearance with the pattern parallel to the edges and wire woven glass shall be cut so that the wires are parallel to the edges. All glass shall be protected from injury as necessary and at completion shall be cleaned thoroughly. All broken, cracked or damaged panes shall be replaced.

3.5.9 Paintwork

3.5.9.1 Previously painted plastered surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth.

3.5.9.2 Previously painted metal surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal.

3.5.9.3 Previously painted wood surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth.

3.5.9.4 Previously painted fibre-cement surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare fibre-cement.
3.5.9.5 Previously painted plasterboard surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied.

3.5.9.6 Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth.

3.5.9.7 Loose and defective paint shall be removed from previously painted surfaces before repainting.

3.5.9.8 Burning off shall be done by skilled workmen. A blow lamp shall not be used on carved surfaces, or surfaces adjoining glass, such as sashes. Paint removers shall be of a suitable quality, free from soda or other caustic substances, and shall be used in accordance with the maker's instructions. Alkaline paint removers shall not be used except under exceptional circumstances and with the acceptance supervisor.

3.5.9.9 Fibre-cement surfaces shall be brushed down with a stiff brush to remove all dust and treated with an anti-fungus wash. If the fibre-cement is still 'green', a coat of alkali resistant primer shall be applied.

3.5.9.10 After each section has been painted, paint marks or splashes on other work shall be carefully removed so that no trace remains. Work damaged by paint or unsuitable cleaning materials shall be replaced. No paint shall be stored or mixed in any room where the floor covering has been laid.

3.5.9.11 Unless otherwise directed, the last coat of paint to each section shall be done only when all other building work to that section has been completed and the premises are free from rubbish, dirt, etc. On completion, paintwork shall be touched up where necessary and any defects made good.

4 MANAGEMENT

4.1 Access to and performing works and services on the Hospital premises

4.1.1 The Contractor shall access the RMMC Hospital and perform work associated with the contract as per approved method statement compiled by the Contractor.

4.1.2 Any person who is permitted or has permission to enter the RMMC Hospital premises or a part thereof shall comply with:

i) the prohibition against the carrying of weapons;

ii) the prohibition against the use of offensive language and inappropriate conduct which includes, discriminatory attitudes or assumptions about persons based on age, race, religious beliefs, sex, sexual orientation, transgender status, marital status or disability;

iii) the keeping of noise to a minimum near buildings and the playing of radios and/or other loud outdoor music;

iv) the prohibition against smoking within buildings;

v) the wearing of identification tags.

4.1.3 The Contractor and his subcontractors shall not permit their workers to wander around on the Hospital premises and are to be contained within the confines of the site.

4.1.4 The Contractor shall regularly clear away rubbish and excess materials as the works or services proceed and maintain the working area in a clean and satisfactory state and take all necessary precautions to keep the works and site free from vermin.

4.1.5 The Contractor shall obtain prior approval from the Employer's Representative before any disruption to, or isolation of, existing services.
4.1.6 The Contractor shall manage the construction activities and take all reasonable measures to minimize dust nuisance, pollution of streams, and inconvenience to or interference with the regular user arising from the execution of the works or services.

4.2 Water and Electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : B
b) electricity : B

<table>
<thead>
<tr>
<th>Service</th>
<th>Option A</th>
<th>Option B</th>
<th>Option C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.</td>
<td>The Contractor shall make, and upon completion remove, all the necessary connections to the Employer’s water supply at designated points and make use of water free of charge for construction purposes only. Contractor to provided about 10,000 litre water storage tank to cater for possible low water pressure /shortage</td>
<td>The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer’s water supply at designated points and be responsible for costs associated with all water consumed.</td>
</tr>
<tr>
<td>Electricity</td>
<td>The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.</td>
<td>The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer’s electrical supply at designated points and make use of electricity free of charge for construction purposes only.</td>
<td>The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer’s electrical supply and be responsible for costs associated with all electricity consumed.</td>
</tr>
</tbody>
</table>

4.3 Working on and around existing services

4.3.1 The Contractor shall be responsible for any damage to services which are:

a) known to exist within the RMMC Hospital and shown on the drawings that are issued;

b) pointed out by the Employer’s Representative, or

c) reasonably inferred from the existence and location of manholes, valve boxes and the like;

4.3.2 Where the probability of underground services can be inferred, the Contractor shall, while taking all reasonable precautions not to damage such services, ascertain where such services exist within the relevant section of the RMMC Hospital. The Contractor shall do this by means of visual inspections, by making excavations to expose the position of services at critical points and, if required in terms of the scope of work, by using detection apparatus. The Contractor shall complete such investigations well in advance of the works or services commencing and shall submit a report to the Employer’s Representative in time to enable the RMMC Hospital to make whatever arrangements are necessary for the protection, removal, or diversion of the services before any construction commences.

4.3.3 As soon as an underground service is discovered, the Contractor shall notify the Employer’s Representative and, where relevant, mark it up on a drawing. Thereafter such service shall be regarded as a
known service and the Contractor shall be held responsible for any damage thereto, unless he has taken all reasonable precautions and the damaged service is found to be more than 1 m from the position as may reasonably have been deduced by an experienced contractor from the investigations referred to in 7.4.2.

4.3.4 The Contractor shall, prior to commencing with any excavation work or the breaking down of any walls or removal of sanitary fittings within buildings, locate the isolation valves associated with the water supply (domestic consumption and fire installation) to enable the supply to a building or area to be isolated in the event that a water pipe is broken during construction operations. The contractor shall ensure that his site supervisory staff and any subcontractors performing work which can damage such pipes are aware of the location of such valves. If for any reason there is doubt as to the accessibility of existing shut-off options, the Contractor shall fit a shut off valve on the water supply so that water discharging from a broken water supply pipeline can be controlled.

5 HEALTH AND SAFETY

5.1 The major hazards identified by the Employer are:

a) working at height;
b) excavation of trenches and bases;
c) access to and from the site which is located within a Hospital premises; and
d) working around roadways and pedestrian paths which carry a relatively high staff and patients population.

5.2 The Contractor shall manage health and safety in accordance with the University Campus Planning and Development’s Occupational Health and Safety Specification for Construction Works Contracts (see Annexure 1).

6 PROGRAMME

The programme shall comprise a Gant Chart which indicates the timing for all principal activities. The Contractor shall submit the program within 5 days after acceptance of the offer by the Employer. The program shall be updated on a fortnightly basis. The start date and practical completion date, milestones and durations of all activities that lie in the critical path shall be clearly shown in the programme.

7 TAX INVOICES

7.1 VAT invoices that are submitted to the Employer shall include the following details:

- WITS VAT No: 4390128942
- Addressed to:
  - University of Witwatersrand – Johannesburg
  - P O Box 464
  - Wits
  - 2050
  - Attention: Director Campus Development and Planning
- Contractor details
- Company registration No if applicable:
- Contractor’s VAT No:
- Tax Invoice Number:
- Contractor’s Banking details for payment

7.2 Original invoices, signed by a member of the Contractor’s staff who is duly authorised to do so, shall be submitted to the Employer’s Representative for payment purposes.
Part C4 Site Information

1 The site is located on Fuel Road, Coronationville, Johannesburg as shown (orange arrows) in the sketch below:
University of Witwatersrand, Johannesburg

Tender number CPP0135

Rahima Moosa Mother and Child Hospital
Extensions

Annexures

Annexure 1: Occupational health and safety specification for construction works contracts

Attachments

Attachment 1: Project Specifications for Structural and Civil Works – January 2015

Attachment 2: Bill of Quantities (Pdf and Excel)

Attachment 3: Architectural tender drawings as per ‘2 – Drawings’
Occupational health and safety specification for construction works contracts

Campus Development and Planning

(24 November 2009)

Contents

1 Scope ....................................................................................................................................... 2

2 Definitions .................................................................................................................................... 2

3 Interpretation ............................................................................................................................... 3

4 Requirements ............................................................................................................................... 4

4.1 General requirement ............................................................................................................... 4

4.2 Administration ......................................................................................................................... 4

4.2.1 Notification of intention to commence construction work ........................................... 4

4.2.2 Copy of the Act ............................................................................................................. 4

4.2.3 Good standing with the compensation fund or a licensed compensation insurer .... 4

4.2.4 Emergency procedures ................................................................................................... 5

4.2.5 Health and safety file .................................................................................................... 5

4.2.6 Health and safety committee ....................................................................................... 7

4.2.7 Inspections, formal enquires and incidents ................................................................. 7

4.2.8 Personal protective equipment and clothing ............................................................... 8

4.3 Appointments ....................................................................................................................... 8

4.3.1 Health and safety representatives ............................................................................. 8

4.3.2 Appointment of construction supervisor and safety officers .................................. 8

4.3.3 Competent persons ....................................................................................................... 9

4.4 Employer’s health and safety agent ..................................................................................... 9

4.5 Creating and maintaining a safe and healthy work environment ....................................... 10

4.5.1 General ........................................................................................................................... 10

4.5.2 Risk assessment ............................................................................................................. 10

4.5.3 Health and safety plans ............................................................................................... 12

4.5.4 Fall protection plan ....................................................................................................... 12

4.5.5 Responsibilities towards employees and visitors ....................................................... 12

4.5.6 Subcontractors ............................................................................................................. 13

4.5.7 First aid, emergency equipment and procedures ...................................................... 14

4.5.8 Facilities for workers ................................................................................................. 14
Occupational health and safety specification for construction works contracts

1 Scope

This health and safety specification in respect if a construction works contract:

a) provides the overarching framework within which the Contractor is required to demonstrate compliance with certain requirements for occupation health and safety contract established by the Occupational Health and Safety Act of 1993;

b) establishes the manner in which the Contractor is to manage the risk of health and safety incidents in the execution of the contract; and

c) establishes the manner in which the Employer’s health and safety agent will interact with the Contractor.

Note: 1) This specification establishes general requirements to enable the Employer and the Contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003.

2) The Construction Regulations, 2003, require an Employer to stop any Contractor from executing construction work which is not in accordance with the Contractor’s health and safety plan for the site or which poses to be a threat to the health and safety of persons.

3) This specification establishes generic health and safety requirements Site specific requirements for health and safety are stated in the scope of work associated with a contract.

2 Definitions


competent person: any person having the knowledge, training and experience specific to the work or task being performed

Employer’s Health and Safety Agent: the person appointed as agent by the Employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the Supervisor responsible for health and safety matters

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

hazard: a source of or exposure to danger

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

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
b) a major incident occurred; or

c) the health or safety of any person was endangered and where:
   i) a dangerous substance was spilled;
   ii) the uncontrolled release of any substance under pressure took place;
   iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled
       moving objects; or machinery ran out of control

**inspector:** a person designated as such under section 28 the Act

**major incident:** an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or
from activities at a workplace

**reasonably practicable:** practicable having regard to:

a) the severity and scope of the hazard or risk concerned;

b) the state of knowledge reasonably available concerning that hazard or risk and of any means of
   removing or mitigating that hazard or risk;

c) the availability and suitability of means to remove or mitigate that hazard or risk; and

d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**registered person:** a person registered in terms of the Electrical Installation Regulations

**risk:** the probability that injury or damage will occur

**safe:** free from any hazard

**scaffold:** any temporary elevated platform and supporting structure used for providing access to and
supporting workmen or materials or both

**structure**

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

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

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

**substance:** any solid, liquid, vapour, gas or aerosol, or combination thereof

**suitable:** capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

**workplace:** any premises or place where a person performs work in the course of his employment

### 3 Interpretation

3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or
inconsistency between it and this specification.
3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

4 Requirements

4.1 General requirement

The Contractor shall:

a) create and maintain a safe and healthy work environment,

b) execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring; and

c) respond to the notices issued by the Employer’s Health and Safety Agent as follows:

1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;

2) Contravention Notice: rectify contravention as soon as possible;

3) Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so.

4.2 Administration

4.2.1 Notification of intention to commence construction work

4.2.1.1 The Contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

a) involves the demolition of a structure exceeding a height of 3m;

b) involves the use of explosives to perform construction work;

c) involves the dismantling of fixed plant at a height greater than 3m;

d) exceeds 30 days or will involve more than 300 person days of construction work; and includes:

i) excavation work deeper than 1m; or

ii) working at a height greater than 3 m above ground or a landing.

4.2.1.2 The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

4.2.1.3 The Contractor shall ensure that no asbestos work is carried out before the Provincial Director of the Department of Labour has been notified in writing.

4.2.2 Copy of the Act

The Contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

4.2.3 Good standing with the compensation fund or a licensed compensation insurer
The Contractor shall before commencing with any works on the site provide the Employer’s Health and Safety Representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

4.2.4 Emergency procedures

4.2.4.1 The Contractor shall submit for acceptance to the Employer’s Health and Safety Agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

a) identifies the key personnel who are to be notified of any emergency;

b) sets out details including contact particulars of available emergency services; and

c) the actions or steps which are to be taken during an emergency.

4.2.4.2 The Contractor shall within 24 hours of an emergency taking place notify the Employer’s Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

4.2.5 Health and safety file

4.2.5.1 The Contractor shall maintain on site a health and safety file which contains copies of the following, as relevant:

a) documents required prior to commencing with physical construction activities

1) the Contractor’s health and safety policy, signed by the chief executive officer, which outlines the Contractor’s objectives and how they will be achieved and implemented by the Contractor;

2) the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation;

3) the letters of appointment, as relevant, of the construction supervisor for the site in respect of construction works covered by the Construction Regulations and the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

4) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

5) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

6) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

7) the preliminary hazard identification undertaken by a competent person;

8) the organogram which outlines the roles and responsibilities of the construction supervisor’s assistants and safety officers; and

9) the contractor’s health and safety plan;

10) the emergency procedures;

11) the procedure for the replacement of lost, stolen, worn or damage personal protective clothing and
12) proof that the contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

b) documents required after construction activities have commenced

1) the letters of appointments, if relevant, of:
   i) persons who are required to assist the construction supervisor;
   ii) safety officers;
   iii) health and safety representatives;
   iv) replacement construction supervisor, and
   v) assistants of construction supervisor.

2) any revisions to the organogram which outlines the roles and responsibilities of the construction supervisor's assistants and safety officers;

3) each and every subcontract agreement;

4) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;

5) proof of all subcontractor’s induction training whenever it is conducted;

6) copies of the minutes of the Contractor’s subcontractors health and safety meetings;

7) copies of each of the Contractor’s subcontractors’ health and safety policy, signed by the chief executive officer, which outlines the Contractor’s objectives and how they will be achieved and implemented by the Contractor;

8) the health and safety plans of all the Contractor’s subcontractors who are required to provide such plans;

9) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;

10) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;

11) any report made to an inspector by the health and safety committee;

12) the minutes of all health and safety meetings and any recommendations made to the Contractor by the health and safety committee;

13) the findings of all audit reports made regarding the implementation of the Contractor’s or a subcontractor’s health and safety plan;

14) the inputs of the safety officer, if any, into the health and safety plan;

15) details of induction training conducted whenever it is conducted including the list of attendees;

16) proof of the following where suspended platforms are used:
   i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
   ii) proof of competency of erectors;
   iii) proof of compliance of operational design calculations with requirements of the system design certificate;
   iv) proof of performance test results;
   v) sketches indicating the completed system with the operational loading capacity of the platform;
vi) procedures for and records of inspections having been carried out;

vii) procedures for and records of maintenance work having been carried out;

viii) proof that the prescribed documentation has been forwarded to the provincial director;

17) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;

18) a copy of risk assessments made by competent persons;

19) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

20) the names of the first aiders on site and copies of the first aid certificates of competency;

21) the names of the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;

22) details of all incidents together with the Contractor’s report on such incident; and

23) the record of inspections carried out by the designers of structures to ensure compliance with designs.

4.2.5.2 The health and safety file shall be made available for inspection by any inspector, subcontractor, the Project Manager, the Employer’s Health and Safety Agent or employee of the Contractor upon the request of such persons.

4.2.5.3 The Contractor shall hand over the health and safety file to the Employer’s Health and Safety Agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

4.2.6 Health and safety committee

4.2.6.1 The Contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and persons nominated by the Contractor. Such meetings shall be convened at least once every month to:

a) make recommendations to the Contractor regarding any matter affecting the health or safety of persons on the site; and

b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

4.2.6.2 The Contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

4.2.6.3 The Contractor shall ensure that minutes of the health and safety committee meetings are kept.

4.2.6.4 The Employer’s Health and Safety Agent Agent shall be invited to attend such meetings as an observer.

4.2.7 Inspections, formal enquires and incidents

4.2.7.1 The Contractor shall inform the relevant safety representative:

a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and

b) as soon as reasonably practicable of the occurrence of an incident on the site.
4.2.7.2 The Contractor shall record all incidents and notify the Employer’s Health and Safety Agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector.

4.2.7.3 The Contractor shall investigate all incidents and issue the Employer’s Health and Safety Agent with copies of such investigations.

4.2.8 Personal protective equipment and clothing

The Contractor shall ensure that:

a) all workers are issued with the necessary personal protective clothing;

b) all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and

c) clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

4.3 Appointments

4.3.1 Health and safety representatives

4.3.1.1 The Contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

a) review the effectiveness of health and safety measures;

b) identify potential hazards and potential major incidents;

c) in collaboration with his employer, examine the causes of incidents;

d) investigate complaints by any employee of the Contractor relating to that employee’s health or safety on the site;

e) make representations to the Contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;

g) inspect the site with a view to, the health and safety of employees, at regular intervals;

h) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and

i) participate in any internal health or safety audit.

4.3.1.2 The Contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established in 4.3.1

4.3.2 Appointment of construction supervisor and safety officers

4.3.2.1 The Contractor shall, prior to commencing the work, appoint a full-time competent employee in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

4.3.2.2 The Contractor may, having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the Contractor’s opinion the necessary competencies and resources, to assist the Contractor in the control of all safety related aspects on the site.
4.3.2.3 The Contractor shall compile an maintain an organogram which outlines the roles and responsibilities of the construction supervisor’s assistants and safety officers.

4.3.3 Competent persons

4.3.3.1 The Contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:
   a) formwork and support work operations;
   b) excavation work;
   c) demolition work;
   d) scaffolding work operations;
   e) suspended platform work operations;
   f) material hoists;
   g) operation of batch plants;
   h) explosive power tools;
   i) vehicles and mobile equipment;
   j) fire equipment; and
   g) the stacking and storage of articles on the site.

4.3.3.2 The Contractor shall appoint in writing competent persons to:
   a) induct employees in health and safety; and
   b) prepare a fall protection plan.

4.4 Employer’s health and safety agent

4.4.1 The Employer’s Health and Safety Agent shall:
   a) audit the Contractor’s compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
   b) accept or reject all safety plans, giving reasons for rejecting such plans;
   c) monitor the effective implementation of all safety plans;
   d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
   e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the Contractor or any of the Contractor’s subcontractors with a copy to the Project Manager and, where relevant, to the Contractor.

4.4.2 The Contractor shall invite the Employer’s Health and Safety Agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.
4.5 Creating and maintaining a safe and healthy work environment

4.5.1 General

4.5.1.1 The Contractor shall with respect to the site and the construction works that are contemplated:

a) cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

b) evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and

c) as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

4.5.1.2 The Contractor shall ensure that:

a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

b) no structure or part of a structure is loaded in a manner which would render it unsafe; and

c) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment;

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

4.5.1.3 The Contractor shall carry out regular inspections and audits to ensure that the works are being performed in accordance with the requirements of this specification.

4.5.2 Risk assessment

4.5.2.1 The Contractor shall before the commencement of any work on site and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

a) identify the risks and hazards to which persons may be exposed to;

b) analyse and evaluate the identified risks and hazards;

c) document a plan of safe work procedures, including the use of any personal protective equipment or clothing and the undertaking of periodic “toolbox talks” or inductions before undertaking hazardous work, to mitigate, reduce or control the risks and hazards that have been identified;

d) provide a monitoring plan; and

e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

1) **Identify the hazards** by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer’s instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health
records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.

2) **Identify who may be harmed and how** by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

3) **Evaluate the risks and decide on precautions** by doing everything ‘reasonably practicable’ to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc); and provide welfare facilities (e.g. first aid and washing facilities for removal of contamination).

4) **Record the findings** by writing down the findings of the risk assessment.

4.5.2.2 The Contractor shall ensure that as far as reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

4.5.2.3 **Notwithstanding the provisions of the fall protection plan, the Contractor shall ensure that**:

a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

d) fall prevention and fall arrest equipment is:
   i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
   ii) securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

e) fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and

f) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

4.5.2.4 Where roof work is being performed on a construction site, the Contractor shall ensure that it is indicated in the fall protection plan that:

a) the roof work has been properly planned;

b) the roof erectors are competent to carry out the work;

c) no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

d) prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

e) the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;
f) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

g) there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

4.5.3 Health and safety plans

4.5.3.1 The Contractor shall prior to commencing the works to which this specification applies, submit to the Employer’s Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

4.5.3.2 The health and safety plan shall as a minimum provide:

a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and

Table 1: Example of the format of a health and safety plan

<table>
<thead>
<tr>
<th>What hazards are relating to work tasks?</th>
<th>Who might be harmed and how?</th>
<th>What are the safe work procedures for the site?</th>
<th>What further action is necessary and review?</th>
<th>Action by whom</th>
<th>Action by when</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b) an outline of the manner in which the Contractor intends complying with the requirements of this specification.

4.5.3.3 The Contractor shall discuss the submitted health and safety plan with the Employer’s Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval.

4.5.3.4 The Contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.

4.5.3.5 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer’s Health and Safety Agent, but at least once every month.

4.5.3.5 The Contractor shall update the health and safety plan whenever changes to the works are brought about.

4.5.4 Fall protection plan

4.5.4.1 The Contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

4.5.4.2 The Contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

4.5.5 Responsibilities towards employees and visitors

4.5.5.1 The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

4.5.5.2 The Contractor shall ensure that all employees under his or her control are:
a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

4.5.5.3 The Contractor shall cause a record of training to be kept which indicates the names, identity numbers and job description of all those who attended such training.

4.5.5.4 The Contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

4.5.5.5 The Contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

a) undergoes health and safety instruction pertaining to the hazards prevalent on the site; and

b) is provided with the necessary personal protective equipment.

4.5.5.6 The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

a) unauthorized entrance prohibited;

b) signage to indicate what personal protective equipment is to be worn; and

c) activity related signs.

4.5.5.7 The Contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

4.5.6 Subcontractors

4.5.6.1 The Contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor to:

a) co-operate with the Contractor as far as is necessary to enable both the Contractor and sub-contractor to comply with the provisions of the Act; and

b) as far as is reasonably practicable, promptly provide the Contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.5.6.2 The Contractor shall provide any sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and any work specific information which might be pertinent to the sub-contract.

4.5.6.3 The Contractor shall take reasonable steps as are necessary to ensure:

a) co-operation between all sub-contractors to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations; and
b) that each sub-contractor's health and safety plan is implemented.

4.5.6.4 The Contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

4.5.6.5 The Contractor shall stop any subcontractor from executing construction work which is not in accordance with the Contractor’s or subcontractor’s health and safety plan for the site or which poses a threat to the health and safety of persons.

4.5.6.6 The Contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

4.5.6.7 The Contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and

c) every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

4.5.6.8 The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

4.5.6.9 The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.6.10 The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

4.5.6.11 The Contractor shall satisfy himself that ensure that all subcontractor employees deployed in the site are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

4.5.7 First aid, emergency equipment and procedures

4.5.7.1 The Contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

4.5.7.2 The Contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

4.5.8 Facilities for workers

4.5.8.1 The Contractor shall provide and keep clean and fit for use at or within reasonable access of the site:
a) at least one shower facility for every 15 workers;

b) at least one sanitary facility for every 30 workers;

c) changing facilities for each sex; and

d) sheltered eating areas.

4.5.8.2 A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.