

REQUEST FOR QUOTATION (RFQ)

FOR

SITE CLEARANCE AND FENCING

CONTRACT REFERENCE NO: 177/2020 – SMME WP01

BIDDER'S NAME:	
CLOSING DATE:	
CLOSING TIME:	
OFFER VALIDITY:	
PROJECT NAME / DETAIL:	CONTRACT 177/2020: 2 MLD SWRO PLANT AND 3 MLD RECLAMATION PLANT, KOWIE RIVER, PORT ALFRED WWTW

	Ndlambe Local Municipality 47 Campbell Street Port Alfred 6170
PROJECT MANAGERS:	MAIN CONTRACTOR:
Newground Projects (Pty) Ltd 17 St Andrews Road Selbourne East London, 5201 Tel : +27 43 722 5864 Email: izak@newground.co.za	Quality Filtration Systems (Pty) Ltd 60 de Kock Street Strand 7140 Tel: +27 21 853 5248 Email: herman@qualityfilters.co.za
	

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1. PART T1: TENDERING PROCEDURES

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

T1.1 TENDER NOTICE

NOTICE TO TENDER TENDER NOTICE & INVITATION TO TENDER FOR NDLAMBE LOCAL SMMEs PROJECT NAME: PORT ALFRED EMERGENCY RO PLANT

Tenders are hereby invited from suitably qualified, experienced, and skilled SMME local contractors for the construction of the following:

SUB-PROJECT NAME	TENDER NO	CIDB GRADING	CLOSING DATE & TIME
PA Emergency RO Fencing Works	177/2020 - WP1	2CE/2GB or higher	11 January 2020 - 12h00
PA Emergency RO Concrete Works	177/2020 – WP2	2CEPE or higher	11 January 2020 - 12h00
PA Emergency RO Building Works	177/2020 – WP3	2GBPE or higher	11 January 2020 - 12h00

Only Tenderers with a Construction Industry Development Board (CIDB) minimum grading as indicated above will be eligible to tender.

The project scope includes the following:

Fencing Works (177/2020 – WP1):

- Clearing of site for the Construction of the Port Alfred Emergency RO Plant;
- Excavate the fencing route on the perimeter of the works ;
- Supply and erect a 2,4m high galvanized steel palisade fence and gates around the perimeter of the works.

Concrete Works (177/2020 – WP2):

- Concrete Works to Construct 5 plinths for 12 m containers;
- Concrete Works to Construct 2 plinths for 6m containers.
- Concrete Works to Various concrete ring beams for SBS storage tanks

Building Works (177/2020 – WP3):

- General Building Works to Refurbish various office and related buildings

This project intends to promote the following in the execution of the Works:

- Labour intensive construction methods using local unemployed men and women; and
- Training and transfer of skills.

Tender documents may be downloaded from the Ndlambe Municipal Website from **Thursday, 31 December 2020 until Friday, 08 January 2021**. A non-refundable cash deposit of **N/A** for each document is required.

Due to Covid-19 regulations **NO COMPULSORY briefing session** will be held. For any further clarity, all communications should be in writing and clarity will be forwarded to all bidders who have bought the tender documents.

Completed tender documents in sealed envelopes clearly written on the outside the **sub-project name and tender number (see table above)** must be placed in the tender box at Supply Chain offices at No. 44 Campbell Street, Port Alfred by no later than 12:00 on 11 January 2021 (as indicated on the table above). Bid opening register will be forwarded to all bidders on the same day and the opening meeting will be conducted through zoom for transparency. Interested bidders who would like to witness the tender opening should indicate via email and the municipality will forward them the ID for the virtual meeting.

BIDS WILL BE EVALUATED ON THE BASIS OF RESPONSIVENESS FIRST THEN FUNCTIONALITY AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE.

Functionality: 100 points, Minimum qualifying points will be 70 for further evaluation.

Functionality points allocation:

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

FUNCTIONALITY	POINTS
Key Staff Experience: Tenderers must submit a Curriculum Vitae of a competent person who will be a foreman/supervisor for the duration of the contract and must have the following requirements: Minimum of six (6) months experience in supervision of fencing contracts or concrete structures with at least contactable reference (Client, Name of the project, Contact name and telephone numbers). Failure to submit the required documents will score zero (0) points	40
Locality: Bidder residing and operating within Ndlambe municipality Proof of water/ electrical municipal services bill not older than 3 months. Unverified documentation will score zero (0) points	60
Total	100

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING CONDITIONS:

- Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and In terms of Preferential Procurement Policy Framework Act and new regulations of 2017 and will be based on price only.
- Prices must be valid for at least ninety (90) days from the closing date (confirmation hereof to be stated on quotation).
- Prices quoted must be firm and must be inclusive of VAT (in case of non VAT vendor, an awarded bidder will be force to comply with VAT).
- Ndlambe Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- Bids that are late will not be considered, whilst the lowest or only quotation will not necessarily be accepted. Quotations per fax or E-mail will also not be considered.
- An original tax clearance certificate issued by SARS must accompany all quotations OR a tax reference number and PIN or TCC number must be provided.
- The following forms (which are obtainable from the Supply Chain Management Offices in Campbell Street) are required to be completed and submitted together with the bid: MBD4, MBD9, MBD6.1 as well as an original certified copy of the proof of B – BBEE status level contributor (Certificate or Affidavit).

The abovementioned MBD forms are available for download from:

http://www.ndlambe.gov.za/index.php?option=com_docman&task=cat_view&Itemid=&gid=46

- In case of the joint Venture, a memorandum of agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Bidders to submit a letter of Good standing from compensation commission within 7 days upon receipt of the letter of intent to appoint.
- (One) may respond to the invitations in respect of All packages as set out in this contract but can only be awarded in one package
- Bidders must submit a Company Registration Certificate.
- Latest Municipal Billing Clearance Certificate, which covers both the company and its directors, must accompany all bids.
- Evidence of registration of company on the Central Supplier Database must be provided (CSD "MAAA" number).

Enquiries relating to the bid documents may be directed to Mr Thabo Makaluza (Construction Manager) on telephone: 076 729 6828, email: thabomakaluza@gmail.com or Mr S Babama (Ndlambe municipality) on 046 604 5500, email: sbabama@ndlambe.gov.za

31 December 2020

Ms. Musawenkosi Ndlovu

Municipal Website, Notice Boards

Contract Director

SMME_____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

INVITATION TO TENDER**MBD 1****PART A**

YOU ARE HEREBY INVITED TO TENDER FOR THE FOLLOWING PROJECT:

**TENDER NO: SMME WORK PACKAGE 01
PORT ALFRED EMERGENCY RO PLANT**

NOTE THE FOLLOWING REQUIREMENTS

TENDER NUMBER:	177/2020 - WP1	CLOSING DATE:	11 January 2021	CLOSING TIME:	12:00
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All tenderers fill in and sign the Form of Offer and Acceptance.

Tender documents must be deposited in the tender box situated at Ndlambe Municipal Offices, Port Alfred. The documents must be submitted in a sealed envelope clearly marked with the contract number and project name.

Tenderers should ensure that tenders are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

Tender box accessible during weekdays during office hours from 08:00 – 16:00.

All tenders must be submitted on the official forms – **(not to be re-typed or dismantle this document)**

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

Name of Tenderer	
Postal Address	
Street Address	
Telephone Number	Code: Number:
Cell phone Number	
Facsimile Number	Code: Number:
Vat Registration Number	

Has an original tax clearance certificate been submitted (MBD 2)?	YES / NO
Are you the accredited representative in South Africa for the goods/services offered	YES / NO (IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER	
DATE	
CAPACITY UNDER WHICH THIS TENDER IS SIGNED	
TOTAL TENDER PRICE (INCL. VAT)	

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

2. PART T2: RETURNABLES FOR TENDER EVALUATION PURPOSES

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

LIST OF RETURNABLE DOCUMENTS

The following returnable documents are required to be completed:

1. T2.1 - Returnable Schedules for quotation evaluation purposes

- Q1. Tax Clearance Certificate (MBD 2)
- Q2. Letter of Good Standing (upon intent to appoint letter)
- Q3. Proof of Company Registration
- Q4. CIDB Company Registration Certificate
- Q5. B-BBEE certificate.
- Q6. Declaration of Interest (MBD 4)
- Q7. Preference Points Claim Form (MBD 6.1)
- Q8. Municipal Rate Clearance Certificate
- Q9. Supplier Database Registration Form
- Q.10 Certificate of Independent Bid Determination (MBD 9)
- Q.11 Company Profile
- Q.12 Copies of ID Documents of Directors

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

Q1. TAX CLEARANCE CERTIFICATE

MBD 2

It is a condition of Tender that the taxes of the successful Tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

1. In order to meet this requirement Tenderers are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign Tenderers / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the Tender. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the Tender. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In Tenders where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form is available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Q2. LETTER OF GOOD STANDING

Supply a valid Letter of Good Standing from the Compensation Commissioner. This shall be compulsory upon a letter of intent to appoint the SMME.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Q3. PROOF OF COMPANY REGISTRATION

Provide a proof of company registration stating that the company is registered.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

**Q4. CERTIFICATE OF SMME REGISTRATION ISSUED BY THE
CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

Supply a valid certificate from CIDB showing the company's grading.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Q5. B-BBEE CERTIFICATE

Provide a certified copy of your B-BBEE certificate (or affidavit) issued by a Verification Agency accredited by SANAS or a registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

- 2.7 Are you or any person connected with the bidder presently employed by the state?
..... YES / NO

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

SMME_____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

- Any other particulars:.....
- 2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?
- 2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?
(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....
- 2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?
- 2.8.1 If so, furnish particulars:
.....
.....
.....
- 2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?
- 2.9.1 If so, furnish particulars.
.....
.....
.....
- 2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?
- 2.10.1 If so, furnish particulars.
.....
.....
.....
- 2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

2.11.1 If so, furnish particulars:

.....
.....
.....

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

4. DECLARATION

I, the undersigned (name)..... certify that the information furnished in paragraphs 2 and 3 above is correct. I accept that the Employer may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

SIGNED **DATE**

NAME **POSITION**

TENDERER

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Q7. PREFERENCE POINTS CLAIM FORM (MBD 6.1)

It has been determined that, in terms of 2017 PPPFA Regulations 4(1)(a), only tenderers with a minimum B-BBEE Status level of contribution of 1. Bids will be evaluated on price.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

Q8. MUNICIPAL RATES CLEARANCE CERTIFICATE

Provide a certificate from the municipality stating that the company is up to date with rates payments. The SMME must be residing and operating within Ndlambe Local Municipality.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

Q9. SUPPLIER DATABASE REGISTRATION FORM

Complete and return the supplier database registration form.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

Q10. CERTIFICATE OF INDEPENDENT BID (MBD 9)

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part T2: Returnables

Q11. COMPANY PROFILE

Provide a company profile, showing previous work done. The SMME must have a competent person with the relevant experience in the construction industry.

SMME_____	Witness 1 _____	Witness 2 _____	Main Contractor _____	Witness 1 _____	Witness 2 _____
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Part T2: Returnables

Q12. COPIES OF ID DOCUMENT OF DIRECTORS

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

3. THE CONTRACT

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

PART C1: AGREEMENT AND CONTRACT DATA

2. Contract and Agreements

C1.1 Offer and Acceptance

C1.2 Contract Data

C1.3 Agreement in Terms of OH&S Act, 1993 (Act No 85 of 1003)

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor Witness 1 ____ Witness 2 ____

Part C1: Agreement and Contract Data

C1.1 AGREEMENT

OFFER

The employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SITE CLEARANCE AND FENCING QUOTATION NO.: 177/2020 – SMME WP01

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

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

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

.....
.....

Rand (in words); R (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Contractor before the end of the period of validity stated in the Quotation Data, whereupon the Contractor becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Contractor

Signature _____ Date _____

Name _____ Capacity _____

(Name and address of organization)

Name and signature of witness

CIDB Registration number: _____

SMME _____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

Part C1: Agreement and Contract Data

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Contractor'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 Contractor's Offer shall form an agreement between the employer and the Contractor upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this Agreement)
Part C2: Pricing Data
Part C3: Scope of Work.
Part C4: OHS Specification
Part C5: General & Particular

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C5 above.

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

The Contractor shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to 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 Contractor receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Contractor (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.

For the Contractor

Signature

Date

Name

Capacity

Name and signature of witness

Date:

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

Part C1: Agreement and Contract Data

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject:.....

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

5 Subject

Details

.....

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Quotation data and addenda thereto as listed in the Quotation schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor 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 Quotation documents and the receipt by the Contractor of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

For the Employer

Signature

Date

Name

Capacity

(Name and address of organization)

Quality Filtration Systems (Pty) Ltd

60 De Kock Street

Strand

7140

Name and signature of witness

Date:

For the Contractor (SMME)

Signature

Date

Name

Capacity

(Name and address of organization)

Name and signature of witness

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

Part C1: Agreement and Contract Data

CONFIRMATION OF RECEIPT

The Contractor, identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

For the Contractor

Signature	Date	Place
-----------	------	-------

Name	Capacity
------	----------

(Name and address of organization)

Name and signature of witness

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The **FIDIC Short Form of Contract 1st Edition (1999 Green Book)**, published by the FIDIC International Federation of Consulting Engineers, is applicable to this Contract and is obtainable from the South African Institution of Civil Engineering (www.saice.org.za).

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel. 011 805 5947.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause	Items and data
1.1	<p>Definitions:</p> <p>1.1.9 "Time for Completion" shall be 20 working days calculated from the Commencement Date</p> <p>Replace Clause 1.1.1</p> <p>1.1.1 "Contract" means the documentation of the agreement of the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed and signed by both parties.</p> <p>Replace Clause 1.1.8</p> <p>1.1.8 "day" means a calendar day unless specifically stated otherwise</p> <p>Add the following definition:</p> <p>1.1.20 "Schedule of Documents" means the document so designated in and forming part of the Quotation Documents.</p> <p>1.1.21 "In Good Time" shall be interpreted as to the discretion of the Engineer.</p>
1.4	<p>The Law which is to apply to the Contract, and according to which the Contract is to be interpreted, shall be the law of the Republic of South Africa.</p> <p>Add to the end of Clause 1.4</p> <p>OHS Compliance</p> <p>"The Contractor shall, within 14 days of the Commencement Date, deliver to the Employer, for his approval, a health and safety plan as required by Regulations 4(2) and 5(1) of the Construction Regulations, 2003 of the Occupational Health and Safety Act.</p> <p>The Employer shall approve (or disapprove) the health and safety plan within the time stated in the Appendix to Part 1 of the Contract Data from the date of receipt of the submission.</p> <p>The Contractor shall, within 14 days of the Commencement Date, deliver to the Employer a Mandatory Form as envisaged by Section 37(2) of the Occupational Health and Safety Act. (See Pro Forma: Agreement in terms of the Occupational Health and Safety Act bound in the Quotation Documents.)".</p> <p>Proof of good standing</p>

SMME_____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

	<p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within 14 days of the Commencement Date for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either</p> <p>(a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or</p> <p>(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."</p>												
1.5	The Language of the Contract and of written communications shall be English												
2.1	The Employer shall provide the Site and right of access thereto on the date of the site handover meeting												
3.1	<p>The Authorised Person shall be:</p> <p style="text-align: center;">Mr. Leslie van Zyl-Smit</p>												
3.2	<p>The Main Contractor's Representative as Site Manager shall be:</p> <p>Quality Filtration Systems</p> <p>The address of the Site Manager is:</p> <table border="0"> <tr> <td>Physical address:</td><td>Postal address:</td></tr> <tr> <td>60 De Kock Street</td><td>P.O. Box 212</td></tr> <tr> <td>Strand</td><td>Somerset West</td></tr> <tr> <td>7140</td><td>7129</td></tr> <tr> <td>Telephone: +27 21 853 5248, Fax: +27 21 853 3870</td><td></td></tr> <tr> <td>E-mail: herman@qualityfilters.co.za</td><td></td></tr> </table>	Physical address:	Postal address:	60 De Kock Street	P.O. Box 212	Strand	Somerset West	7140	7129	Telephone: +27 21 853 5248, Fax: +27 21 853 3870		E-mail: herman@qualityfilters.co.za	
Physical address:	Postal address:												
60 De Kock Street	P.O. Box 212												
Strand	Somerset West												
7140	7129												
Telephone: +27 21 853 5248, Fax: +27 21 853 3870													
E-mail: herman@qualityfilters.co.za													
4.4	No Performance security is required												
5.1	The Contractor shall not carry out design												
7.2	<p>Replace in Clause 7.2</p> <p>Within 14 days of the Commencement Date, the Contractor shall submit to the Contractor's Representative a programme of the Works.</p> <p>The programme shall be in a Gantt-chart format</p>												
7.4	The amount payable due to failure to complete the Works shall be R1000.00 per day up to a maximum of 10% of the Sum stated in the Agreement.												
9.1 & 11.5	The period for notifying defects shall be 3 months from the date stated in the notice under Sub-Clause 8.2.												
11.1	Valuation of the Works shall be Remeasurement with tender bill of quantities												
11.2	<p>Percentage of Value of Materials and Plant shall be</p> <ul style="list-style-type: none"> • Materials 80% • Plant 80% 												
11.3	The Presentation of Retention shall be 10%												

SMME _____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

11.7	The Currency of payment shall be the South African Rand
11.8	The Rate of interest shall be at the prime overdraft rate, as charged by the Contractor's Bank
14.1	The amount of cover shall be for the Sum stated in the Agreement plus 15% or more.
15.3	<p>Replace Clause 15.3</p> <p>If the Contract provides for determination of disputes by arbitration and a dispute is still unresolved, the matter shall be referred to a single arbitrator. Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act no. 42 of 1965, as amended), or any legislation passed in substitution therefor.</p> <p>ADD Clause 15.4</p> <p>In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which is current at the time of the referral to arbitration.</p>
	<p>ADDITIONAL CLAUSES</p> <p>Form of Offer</p> <p>The Form of Offer to be used shall be the Offer bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.</p> <p>Form of Acceptance</p> <p>The Form of Acceptance to be used shall be the Acceptance bound in this document, which is not necessarily the same as that attached to the published version of the General Conditions of Contract.</p>

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Item and data
1.1.1.9	The name of the Contractor is.....
1.2.1.2	The address of the contractor is: Telephone: Facsimile: E-mail: Address (physical): Address (postal):

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

C1.3 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at
on this theday of in the year
between (hereinafter called "the
Employer") of the one part, herein represented by
in his capacity as
and (hereinafter called "the
Mandatory") of the other part, herein represented by
in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz

and has accepted a Quotation by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Taking-Over Notice in terms of Clause 8.2 (FIDIC Short Contract), or
 - (b) the date of termination of the Contract in terms of Clause 12.1 (FIDIC Short Contract).
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandatories, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

SMME_____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

- In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

NAME 1 2

NAME 1 2

CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,

Mr/Ms whose signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL

HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. 2.

NAME (IN CAPITALS): 1. 2.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

Part C1: Agreement and Contract Data

4. PRICING DATA

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILLS OF QUANTITIES

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

Part C2: Pricing Data

C2.1 PRICING INSTRUCTIONS

1. The FIDIC Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Contractor is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Quotation is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Contractor shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the Quotation rates shall apply should work under these items actually be required.

Should the Contractor group a number of items together and Quotation one sum for such group of items, the single Quotation sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The Quotation rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

7. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Bill of Quantities, but only on information issued for construction purposes.

8. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

SMME _____ Witness 1 _____ Witness 2 _____ Main Contractor _____ Witness 1 _____ Witness 2 _____

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Contractor Quotations to do the work
Amount	:	The quantity of an item multiplied by the Quotation rate of the (same) item
Sum	:	An amount Quotation for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kiloliter
km	=	kilometer
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	liter
m	=	meter
mm	=	millimeter
m ²	=	square meter
m ² -pass	=	square meter-pass
m ³	=	cubic meter
m ³ -km	=	cubic meter-kilometer
MN	=	meganewton
MN.m	=	meganewton-meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

C2.2 BILLS OF QUANTITIES

Bills of Quantities to be completed in accordance with pricing instructions follow herewith.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

Part C2: Pricing Data

MAIN CONTRACT 177/2020

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
92T_WP01 SMME PACKAGE - SITE CLEARNACE & FENCING

SCHEDULE 1A: Preliminary and General

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200 A	SECTION 1: PRELIMINARY AND GENERAL				
1.1	8.3	FIXED-CHARGED ITEMS				
1.1.1		(f) Tools and Equipment	Sum	1		
1.1.2		(g) Water supplies, electric power and communications	Sum	1		
1.1.3		(h) Dealing with water (Subclause 5.5)	Sum	1		
1.2		HEALTH AND SAFETY				
1.2.1	PSA 1	Preparation of the Contractor's site specific Health and Safety Plan and Risk Assessment	Sum	1		
1.2.2	PSA 2	Contractor's initial obligations in respect of the Occupational Health and Safety Act, Construction Regulations & Covid-19 Regulations	Sum	1		
1.2.3	PSA 3	Provision of Personal Protective Equipment (PPE)				
		a) Reflective Vests	No	10		
		b) Hard hats	No	10		
		c) Protective foot wear	No	10		
		d) Earplugs	No	4		
		e) Dust masks	No	10		
		f) Gloves	No	10		
		g) Ear Defenders SABS approved	No	4		
		h) Overalls	No	10		
1.2.4	PSA 4	Cost of Medical Surveillance				
		a) Initial (baseline) medical examination	No	10		
		b) Periodic and Exit Medicals	No	10		
1.2.5	PSA 5	Provision of First Aid Boxes to GSR requirements	Sum	1		
1.3		ENVIRONMENTAL				
1.3.1	PSA 6	Costs associated with ensuring compliance with the EMP.	Sum	1		
1.4	8.4	TIME-RELATED ITEMS				
1.4.1		(f) Tools and Equipment	Month	1		
1.4.2		(g) Water supplies, electric power and communications	Month	1		
1.4.3		(h) Dealing with water (Subclause 5.5)	Month	1		
1.4.4	8.4.3	Supervision for duration of Construction	Month	1		
1.4.5	8.4.4	Company and head office overhead costs for the duration of the Contract	Month	1		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 177/2020

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT

92T_WP01 SMME PACKAGE - SITE CLEARANCE & FENCING**SCHEDULE 1B: Preliminary and General**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.5		HEALTH AND SAFETY				
1.5.1	PSA 7	Contractors' time related obligations in respect of the Occupational Health and Safety Act, Construction Regulations and Covid-19 Regulations	Month	1		
1.6		ENVIRONMENTAL				
1.6.1	PSA 8	Costs associated with ensuring compliance with the EMP.	Month	1		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
92T WP01 SMME PACKAGE - SITE CLEARNACE & FENCING

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
2.1	SANS 1200 C	SITE CLEARANCE						
2.1.1	8.2.1	Clear and grub vegetation and trees of girth up to 1m along the of the palisade fencing	m	263				
2.1.2	8.2.1	Clear and grub vegetation and trees of girth up to 1m on site area	m ²	6809				
2.1.3	PSC 1	Dismantle and remove existing fence posts	No	4				
2.1.4	PSC 2	Levelling under palisade fence	m	263				
2.2	SANS 1200 DA	RESTRICTED EXCAVATION						
2.2.1	8.3.2	Excavate for foundations, footings and trenches in all materials and for use in backfill or embankment or						
2.2.1.1		a) Post holes	m ³	11.3				
2.2.1.2		b) Sliding gate ground beams	m ³	1.9				
2.2.2		Extra-over item 2.2.1 for excavation in						
2.2.2.1	8.3.2 (b)(2)	Hard rock	m ³	1				
2.3	SANS 1200 GA	CONCRETE						
2.3.1	8.4.3	Strength Concrete 25MPa/19mm						
2.3.1.1		a) Post Bases	m ³	13				
2.3.1.2		b) Sliding gate ground beams	m ³	2.2				
2.3.2	8.4.4	Unformed Surface Finishes						
2.3.2.1		Wood float finish to top of concrete	m ²	27.1				
2.4	SANS 1200 HA	STRUCTURAL STEEL						
		Fencing						
2.4.1	8.3.1	Galvanised Steel Palisade Fence 2.4m high						
2.4.1.1		a) Stop ends Posts (3m x 76mm x 76mm x 1.6mm)	Prov Sum	1	R	1 605.24	R	1 605.24
2.4.1.2		b) Post No lugs (3m x 76mm x 76mm x 1.6mm)	Prov Sum	1	R	401.31	R	401.31
2.4.1.3		c) Corner Post (3m x 76mm x 76mm x 1.6mm)	Prov Sum	1	R	1 605.24	R	1 605.24
2.4.1.4		d) Straight Post (3m x 76mm x 76mm x 1.6mm)	Prov Sum	1	R	33 308.73	R	33 308.73
2.4.1.5		Angle iron cross bars (3m x 40mm x 40mm x 3mm)	Prov Sum	1	R	46 046.82	R	46 046.82
2.4.1.6		M12 anti vandal nuts & round head bolts	Prov Sum	1	R	7 139.58	R	7 139.58
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY								

**DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
92T WP01 SMME PACKAGE - SITE CLEARNACE & FENCING**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.4.1.7		Rolles Trident pales (2.4m x 50mm x 2.5mm)	Prov Sum	1	R 219 075.00	R 219 075.00
2.4.1.8		M8 anti-vandal nuts and round headed bolts	Prov Sum	1	R 33 580.00	R 33 580.00
2.4.1.9		Contractor's overheads, charges and profit on items 2.4.1.1 to 2.4.1.8 above	%			
		Gates				
2.4.10		Sliding gates with rails (frame 76mm x 40mm x 2.5mm) 4.6m x 2.4m (h) x 2No. Off	Prov Sum	1	R 57 680.00	R 57 680.00
2.4.11		Swing pedestian gate (frame 40mm x 40mm x 2.5mm) 1.2m x 2.4m (h) x 1 No. Off	Prov Sum	1	R 3 439.99	R 3 439.99
2.4.12		Contractor's overheads, charges and profit on items 2.4.1.10 to 2.4.1.11 above	%			
		Rubble Removal				
2.4.13		Carting of Rubble by Tipping Truck	Prov Sum	1	R 40 000.00	R 40 000.00
2.4.14		Contractor's overheads, charges and profit on items 2.4.13 above	%			
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 177/2020

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT

92T_WP01 SMME PACKAGE - SITE CLEARNACE & FENCING**BILLS OF QUANTIY SUMMARY**

SCH No.	DESCRIPTION	AMOUNT
1A	PRELIMINARY AND GENERAL	
1B	PRELIMINARY AND GENERAL	
2A	FENCING WORKS	
2B	FENCING WORKS	
A	NETT TOTAL OF COST OF WORKS (EXCL VAT)	
B	CONTINGENCY ALLOWANCE @10%	
C	NET TOTAL OF COST OF WORKS INCLUDING CONTINGENCY (EXCL VAT)	
D	ALLOWANCE FOR VAT AT 15.0%	
E	TOTAL COST OF WORKS (INCL VAT)	

5. **PART C3: SCOPE OF WORKS**

1. SITE DESCRIPTION

The existing sewage treatment works (STW) current serving Port Alfred and Nemato is Located approximately 3.6 kilometres northwest of the Kowie River mouth with the intake works located at 33°34'47.5"S & 26°52'19.5"E.

The proposed site of the plant is on an area of about 6000m² south of the existing plant



2. SCOPE OF WORKS DESCRIPTION

Describe works

The works entails the erection of a GMS palisade security fence including pedestrian and vehicle access gates.

Site clearing and preparation

The site must be cleared of all vegetation, bush and grass and removed from site

A trench must be excavated along the perimeter of the site for the erection of the palisade fence

Fencing

A 2.4m palisade fence must be erected along the perimeter of the site complete with all poles, entrance gates and pedestrian gate. The soil under the fencing must be levelled to a uniform height

Free Issue of Materials

Materials needed for the provisional sum items will be issued free by the main contractor. The sub-contractor will be allowed a % mark-up to be stated in the bills of quantities.

6. **PART C4: HEALTH AND SAFETY SPECIFICATION**

Please refer to attached Health and Safety Specifications applicable to the Works.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

GOVERNMENT NOTICE

DEPARTMENT OF EMPLOYMENT AND LABOUR

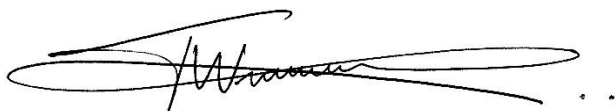
COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020

No. R.

2020

**DIRECTIVE BY THE MINISTER OF EMPLOYMENT AND LABOUR IN TERMS OF
REGULATION 10 (8) OF THE REGULATIONS ISSUED BY THE MINISTER OF
COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS IN TERMS OF
SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (ACT NO. 57 OF 2002)**

I, Thembelani Waltermade Nxesi, the Minister of Employment and Labour, acting in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) in terms of Regulation 10 (8) of the Regulations issued by the Minister of Cooperative Governance and Traditional Affairs in terms of section 27 (2) of the Disaster Management Act, 2002 (Act No. 57 of 2002) has determined that it is necessary to adopt and implement occupational health and safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule.



**MR. T. W. NXESI, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 28 APRIL 2020**

SCHEDULE

COVID-19 Direction on Health and Safety in the Workplace

issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations

PREAMBLE

1. On 17 March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces.¹ The Department of Employment and Labour appealed to employers to use the prescriptions of the OHSA in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.
2. In the period since the issuing of the guidelines, a clearer picture has emerged about COVID-19 and the nature of the hazard and risk in the workplace and the precautions that should be taken to minimise the risk. The purpose of these directives is to stipulate measures that must be taken by employers in order to protect the health and safety of workers and members of the public who enter their workplaces or are exposed to their working activities.
3. These directive seek to ensure that the measures taken by employers under OHSA are consistent with the overall national strategies and policies to minimise the spread of COVID-19.
4. The OHSA, read with its regulations and incorporated standards, requires the employer to provide and maintain as far as is reasonably practicable a working

¹<http://www.labour.gov.za/DocumentCenter/Publications/Occupational%20Health%20and%20Safety/COVID-19%20Guideline%20Mar2020.pdf>

environment that is safe and without risks to the health of workers and to take such steps as may be reasonably practicable to eliminate or mitigate the hazard or potential hazard.

5. The OHSA further requires employers, to ensure, as far as is reasonably practicable, that all persons who may be directly affected by their activities (such as customers, clients or contractors and their workers who enter their workplace or come into contact with their employees) are not exposed to hazards to their health or safety. This obligation also applies to self-employed persons (for example, plumbers or electricians) whose working activities bring them into contact with members of the public.
6. For the purposes of OHSA in the workplaces to which this Directive applies, the identifiable hazard relating to COVID-19 is that workers face is the transmission by an infected person to workers in the workplace. In workplaces to which the public has access, the hazard includes transmission of the virus by members of the public. Each situation requires special measures to be implemented by employers in order to prevent the transmission of the virus.
7. Although OHSA requires employers to review and update risk assessments on a regular basis, the new hazard posed by COVID-19 is clearly identifiable and the basic measures to eliminate or minimise the risk are now well known². The object of conducting or updating a risk assessment in respect of COVID-19 is to provide specific focus on COVID-19 and adapt the measures required by this Directive to specific working environments taking into account the Risk Assessment Guides published online by the National Department of Health.

² These basic measures may be further refined in the sector guidelines or in amendments to the direction as the science on the transmission of the disease progresses.

8. This Directive is based on infection transmission prevention and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.
9. This Directive recognises that there are sector specific measures that need to be taken into account and accordingly provides for sector guidelines to supplement this Directive.
10. This Directive does not reduce the existing obligations of the employer in terms of OHSA nor prevent an employer from implementing more stringent measures in order to prevent the spread of the virus.

DEFINITIONS

11. In this Directive, unless the context indicates otherwise –

“BCEA” means the Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);

“COVID-19” means Coronavirus Disease 2019;

“Disaster Management Act” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

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

“PPE” means personal protective equipment;

“virus” means the SARS-CoV-2 virus;

“worker” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer³;

“workplace” means any premises or place where a person performs work.

³ The distinction between ‘worker’ and ‘employee’ in the Direction is used to ensure that all persons who in work in a workplace are protected and to locate the responsibility in respect of certain obligations imposed on the employer in respect of its employees such as an application for illness benefits or worker’s compensation.

APPLICATION

12. Subject to clause 13, this Directive applies to employers and workers in respect of-

- 12.1 the manufacturing, supply or provision of essential goods or essential services, as defined in Schedule 2 of the Regulations issued in terms of section 27(2) of the Disaster Management Act;
- 12.2 any workplace permitted to continue or commence operations before the expiry of those Regulations.

13. This Directive does not apply to workplaces-

- 13.1 excluded from the OHSA in terms of section 1(3) of the OHSA;
- 13.2 in which medical and health care services as defined in Schedule 2 in the Regulations issued in terms of section 27(2) of the Disaster Management Act (other than retail pharmacies) are performed;
- 13.3 in respect of which another Minister has issued a directive under those Regulations dealing with health and safety.

14. Subject to the employer's obligations under OHSA to conduct a risk assessment, employers with less than 10 employees need only apply the measures set out in clause 40 of this Directive.

Period of application

15. This Directive remains in force for as long as the declaration of a national disaster published in *Government Gazette* 43096 on 15 March 2020 remains in force.

Administrative measures

16. Every employer must establish the following administrative measures:

- 16.1 It must undertake a risk assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.

- 16.2 If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHSA to-
- 16.2.1 Its health and safety committee established in terms of section 19 of OHSA; and
 - 16.2.2 The Department of Employment and Labour.⁴
- 16.3 It must notify all workers of the contents of this Directive and the manner in which it intends to implement it;
- 16.4 It must notify its employees that if they are sick or have symptoms associated with the COVID–19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;
- 16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- 16.6 It must ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;
- 16.7 It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing, as contemplated in clause 17;
- 16.8 It must take measures to minimize contact between workers as well as between workers and members of the public;

⁴ Submission must be made to the Provincial Chief Inspector at <http://www.labour.gov.za/About-Us/Ministry/Pages/IES0320-7398.aspx>

- 16.9 It must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;
- 16.10 If a worker has been diagnosed with COVID-19, an employer must-
- 16.10.1.1 inform the Department of Health⁵ and the Department of Employment and Labour; and
 - 16.10.2 investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and
- 16.11 it must give administrative support to any contact-tracing measures implemented by the Department of Health.

Social distancing measures

17. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time in terms of clause 16.5 may assist in achieving the required social distancing.
18. If it is not practicable to arrange work stations to be spaced at least one and a half metres apart, the employer must-
- 18.1 arrange physical barriers to be placed between work stations or erected on work stations to form a solid physical barrier between workers while they are working; or

⁵ Report may be made to the COVID-19 hotline: 0800 02 9999.

18.2 if necessary, supply the employee free of charge with appropriate PPE based on a risk assessment of the working place.

19. Every employer must ensure that social distancing measures are implemented through supervision both in the workplace and in the common areas outside the immediate workplace through queue control or within the workplace such as canteens and lavatories. These measures may include dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas.

Health and safety measures

20. Every employer must implement the following health and safety measures.

Symptom screening⁶

21. Every employer must take measures to-

21.1 screen any worker, at the time that they report for work, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath (or difficulty in breathing);

21.2 require every worker to report whether they suffer from any of the following additional symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness; and

21.3 require workers to immediately inform the employer if they experience any of the symptoms in sub-clauses 21.1 and 21.2 while at work.

22. Employers must comply with any guidelines issued by the the National Department of Health in consultation with the Department in respect of –

22.1 symptom screening; and

⁶ For more specific guidelines see: Department of Health “Guidelines for symptom monitoring and management of essential workers for COVID-19 related infection”.

22.2 if in addition required to do so, medical surveillance and testing.

23. If a worker presents with those symptoms, or advises the employer of these symptoms, the employer must –

23.1 not permit the worker to enter the workplace or report for work; or

23.2 if the worker is already at work immediately-

23.2.1 isolate the worker, provide the worker with a FFP1 surgical mask and arrange for the worker to be transported in a manner that does not place other workers or members of the public at risk either to be self-isolated or for a medical examination or testing; and

23.2.2 assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission;

23.3 ensure that the worker is tested or referred to an identified testing site;

23.4 place its employee on paid sick leave in terms of section 22 of the BCEA or if the employee's sick leave entitlement under the section is exhausted, make application for an illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;

23.5 ensure that the employee is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

23.6 if there is evidence that the worker contracted COVID-19 as a result of occupational exposure, lodge a claim for compensation in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) in accordance with Notice 193 published on 3 March 2020.⁷

⁷ GG 43126 GN193 of 23 March 2020.

24. If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

24.1 The worker has undergone a medical evaluation confirming that the worker has been tested negative for COVID-19;

24.2 the employer ensures that personal hygiene, wearing of masks, social distancing, and cough etiquette is strictly adhered to by the worker; and

24.3 the employer closely monitors the worker for symptoms on return to work.

Sanitizers, disinfectants and other measures

25. For the purposes of these clauses, a hand sanitizer must be one that has at least 70% alcohol content and is in accordance with the recommendations of the Department of Health.

26. Every employer must, free of charge, ensure that –

26.1 there are sufficient quantities of hand sanitizer based on the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;

26.2 every employee who works away from the workplace, other than at home, must be provided with an adequate supply of hand sanitizer.

27. If a worker interacts with the public, the employer must provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting.

28. Every employer must take measures to ensure that-

28.1 all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;

28.2 all areas such as toilets, common areas, door handles, shared electronic equipment are regularly cleaned and disinfected;

28.3 disable biometric systems or make them COVID-19-proof.

29. The employer must ensure that-

- 29.1 there are adequate facilities for the washing of hands with soap and clean water;
- 29.2 only paper towels are provided to dry hands after washing – the use of fabric toweling is prohibited;
- 29.3 the workers are required to wash their hands and sanitize their hands regularly while at work;
- 29.4 the workers interacting with the public are instructed to sanitize their hands between each interaction with public;
- 29.5 surfaces that workers and members of the public come into contact with are routinely cleaned and disinfected.

Cloth masks

30. The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

31. For the reasons underlying the Department of Health's requirement, every employer must –

- 31.1 provide each of its employees, free of charge, with a minimum of two cloth masks, which comply with the requirement set out in the Guidelines issued by the Department of Trade, Industry and Competition,⁸ for the employee to wear while at work and while commuting to and from work; and
- 31.2 require any other worker to wear masks in the workplace.

⁸ http://www.thedtic.gov.za/wp-content/uploads/Updated_Recommended_Guidelines_Fabric_Face_Masks.pdf.

32. The number and replaceability of cloth masks that must be provided to an employee or required of other workers must be determined in accordance with any sectoral guideline and in the light of the employee or worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled.
33. Every employer must ensure that workers are informed, instructed, trained and instructed as to the correct use of cloth masks.
34. An employer must make appropriate arrangements for the washing, drying and ironing of cloth masks in accordance with the Guidelines referred in clause 31.1 recommendations.
35. The general requirement for workers to wear masks does not derogate from the fact that, where a risk assessment indicates that PPE is required, those categories of workers must be provided with the accredited PPE in accordance with Department of Health guidelines.

Measures in respect of workplaces to which public have access

36. The principal purpose of the measures contained in the following clause is to protect workers from being exposed to the virus through their interaction with the public and to protect members of the public from being exposed to virus through their interaction with workers or other persons present in such a workplace.
37. Depending on what is reasonably practicable given the nature of the workplace, every employer must-
- 37.1 arrange the workplace to ensure that there is a distance at least one and a half metres between workers and members of the public or between members of the public; or
 - 37.2 put in place physical barriers or provide workers with face shields or visors;

- 37.3 if appropriate, undertake symptom screening measures of persons other than the employees entering the workplace with due regard to available technology and any guidelines issued by the Department of Health;
- 37.4 if appropriate, display notices advising persons other than employees entering the workplace of the precautions they are required to observe while in the workplace;
- 37.5 require members of the public, including suppliers, to wear masks when inside their premises.

Ventilation

38. Every employer must –

- 38.1 keep the workplace well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load;
- 38.2 where reasonably practicable, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed back in through open windows;
- 38.3 ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person.

Other PPE

39. Every employer must check regularly on the websites of the National Department of Health⁹, National Institute of Communicable Diseases¹⁰ and the National Institute for Occupational Health¹¹ whether any additional PPE is required or recommended in any guidelines given the nature of the workplace or the nature of a worker's duties.

⁹ <http://www.health.gov.za/>

¹⁰ <https://www.nicd.ac.za/>

¹¹ <http://www.nioh.ac.za/>

SMALL BUSINESSES

40. Employers with less than 10 employees must take the following measures:

- 40.1 arrange the workplace to ensure that employees are at least one and half metres apart or, if not practicable, place physical barriers between them to prevent the possible transmission of the virus;
- 40.2 ensure that employees that present with the symptoms set out in clause 21 are not permitted to work;
- 40.3 immediately contact the COVID-19 hotline: 0800 02 9999 for instruction and direct the employee to act in accordance with those instructions;
- 40.4 provide cloth masks or require an employee to wear some form of cloth covering over their mouth and nose while at work;
- 40.5 provide each employee with hand sanitizers, soap and clean water to wash their hands and disinfectants to sanitize their workstations;
- 40.6 ensure that each employee while at work washes with soap and sanitizes their hands; and
- 40.7 ensure that their workstations are disinfected regularly;
- 40.8 take any other measures indicated by a risk assessment.

Worker obligations

41. In addition to the obligations of employees under the OHSA, every worker is obliged to comply with measures introduced by their employer as required by this Directive.

Monitoring and enforcing the Directive

42. An inspector designated in terms of section 28 of OHSA may perform any of the functions in section 29 of OHSA and exercise any of the powers listed in section 30 of OHSA in order to monitor compliance with this Directive.

43. In so far as any contravention of this Directive constitutes a contravention of an obligation or prohibition under OHSA, the offences and penalties provided for in section 38 of OHSA apply.

44. An inspector, contemplated in clause 42, may for the purpose of promoting, monitoring and enforcing compliance with the OHSA, advise employees and employers of their rights and obligations in terms of this Directive in accordance with section 64 of the BCEA.

Sectoral guidelines

45. The Chief Inspector appointed in terms of section 27 the OHSA must facilitate the development of sector specific guidelines to supplement this Directive by engaging with the social partners through the offices of the National Economic Development and Labour Advisory Council.

46. The sector specific guidelines must follow the template attached as Annexure A.

ANNEXTURE A

SECTORAL GUIDELINES TEMPLATE

1. Risk assessment

- 1.1. Identification of exposure levels
- 1.2. Identification of “high contact” activities
- 1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

2. Engineering controls

- 2.1. Ventilation
- 2.2. Physical barriers
- 2.3. Adaptation of workstations to increase social distance

3. Administrative controls

- 3.1. Screening/ reporting of symptoms/ sick leave
- 3.2. Minimizing contact
- 3.3. Rotation and shift work
- 3.4. Work-at-home strategies
- 3.5. Communication and information strategies
- 3.6. Role of health and safety committees and representatives
- 3.7. Education and training
- 3.8. Reporting of incidents for regulatory purposes
- 3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

4. Healthy and safe work practices

- 4.1. Disinfectants, sanitisers and personal hygiene
- 4.2. Other

5. PPE

- 5.1. Masks
- 5.2. Gloves
- 5.3. Facial shields

5.4. Other

6. Provision of safe transport for employees

6.1. Personal hygiene

6.2. Social distancing

6.3. Arrangements to minimise exposure associated with commuting

6.4. Cloth masks (if commuter)

6.5. PPE (driver/conductor of employer-provided transport)

GOVERNMENT NOTICE

DEPARTMENT OF EMPLOYMENT AND LABOUR

No. R...

MAY 2020

CONSTRUCTION SECTORIAL GUIDELINES IN TERMS OF COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES DIRECTIVE ISSUED BY THE MINISTER OF EMPLOYMENT AND LABOUR IN TERMS OF REGULATION 10 (8) OF THE REGULATIONS ISSUED BY THE MINISTER OF COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS IN TERMS OF SECTION 27 (2) OF THE DISASTER MANAGEMENT ACT, 2002 (ACT NO. 57 OF 2002)

Under clause 45 of the Directive Covid-19 Occupational Health and Safety Measures in Workplaces, I, Tibor Szana, appointed as chief inspector in terms of section 27(1) of the Occupational Health and Safety Act, and by virtue of the powers delegated to me by the Minister of Employment and Labour, in terms of section 42(1) of the said Act, hereby release the construction sectorial guidelines

Tibor Szana

Chief Inspector

Date: __ May 2020

CONSTRUCTION SECTORAL GUIDELINES

1. Risk Assessment

1.1 Identification of exposure levels

Regulation 6(1) of the Regulations for Hazardous Biological Agents (2001) requires an employer or self-employed person to determine if any person might have been exposed to an HBA. Every employer to develop a risk assessment to give effect to the minimum measures required by the Department of Employment and Labour COVID-19 Direction on Health and Safety in the Workplace COVID-19 (C19 OHS), 2020 taking into account the specific circumstances of the workplace. Employers must furthermore communicate the COVID-19 risk assessment to all workers.

If the employer employs more than 500 employees, that employer must submit a record of its risk assessment together with a written policy concerning the protection of the health and safety of its employees from COVID-19 as contemplated in section 7(1) of OHS to its health and safety committee established in terms of section 19 of OHS in addition to the Department of Employment and Labour.

Prior to reopening operations, an employer which is permitted to commence operations in accordance with the government risk adjusted strategy Levels, is required to develop a plan for the phased in return of their workers to the workplace, prior to commencing with work. This plan must be retained for inspection whilst corresponding with company risk management procedures.

In addition to the development of the workplace plan, employers are required to conduct a COVID-19 workplace risk assessment to determine the COVID-19 associated risks of transmission. Similar to all workplace risk assessments, the COVID-19 risk assessment will:

- identify health or safety hazards associated with any work which is performed at the workplace (including the risk of transmission of COVID-19);
- determine the risks associated with the identified hazards;
- put into place mitigation and precautionary measures associated with the risks determined;
- monitor and review the control measures put into place determining the effectiveness thereof; and
- review the risk assessment when required to ensure improved and or continued effectiveness.

The employer or self-employed person must keep a record of the risk assessment and consider matters such as:

- the nature and dose of the SARS-CoV-2 virus to which an employee may be exposed and the suspected route of exposure and exposure scenarios;
- where SARS-CoV-2 virus might be present and in what physical form it is likely to be;

- the nature of the work, process and any reasonable deterioration, or failure of, any control measure;
- what effects the SARS-CoV-2 virus can have on an employee; and
- the period of exposure.

The employer to review the COVID-19 risk assessment:

- when the government risk adjusted strategy levels change in the respective workplace area;
- there is a reason to suspect that the previous assessment is no longer valid;
- change in process or numbers of employees that may lead to transmission risk;
- should any employee within the workplace contract COVID-19, as new risks emerge, or when determined by the employer otherwise.

Anticipated high exposure areas that will need immediate assessment include the following areas:

- Entry points to the workplace
- Change house facilities
- On-site canteen and similar dining areas
- Waiting areas
- Evacuation and gathering places

1.2 Identification of “high contact” activities

Whilst performing the COVID-19 workplace risk assessment, employers are required to identify all activities and areas where “high contact” is probable in relation to the transmission of COVID-19. These activities or areas include although not limited to:

- Labour intensive activities;
- Confined working spaces;
- Mass gatherings or meetings;
- Toolbox talks;
- Canteen areas;
- Open plan workspaces;
- Workshops;
- Common areas within or outside the workplace;
- Workplace access points;

Following the identification of these “high contact” activities or areas employers are to ensure social distancing measures are implemented as determined by the risk assessment. Minimal contact between workers to be enforced and as far as practicable through supervision, ensure that there is a minimum of one and a half metres between workers while they are working. Employers must ensure that at site access points:

- ad-hoc visitors to sites or offices are to be denied access;
- a strict visitor access control policy to be implemented for all sites or offices, which should include application, pre-screening procedures (including a medical and travel history questionnaire), and authorisation procedures;
- all individuals will be required to wash their hands with a hand sanitiser or soap and water, before and immediately after using a fingerprint reader such as those used for access control;
- introduce staggered start times or multiple access points to reduce congestion;
- have in place safety representatives equipped with the necessary PPE to ensure adequate distancing between workers (2m) is enforced at access points;
- no breathalysers are to be used. Should an individual display suspected intoxication, alternative methods of testing will be considered;
- entrances to offices and sites must have a hand washing facility and all individuals entering and exiting the site must wash their hands - alternatively hand sanitiser must be provided;
- hand washing technique posters shall be displayed near the hand wash area;
- a fever screening process will be implemented at all site access points;
- visitor registers at entry points will be completed by the security guard and not by the visitor;
- security guards will wash their hands every time they use the visitors register and pen;

1.3 Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

Employers are required to identify vulnerable workers at the workplace, in addition to the special measures required for their protection, including protection against unfair discrimination or victimization. a vulnerable person as identified by an Occupational Health Practitioner includes people:

- People 60 years and older
- People with underlying medical conditions, particularly if not well controlled, including people with one of or a combination of the following:
 - chronic lung disease or moderate to severe asthma,
 - diabetes,
 - serious heart conditions,

- severe obesity (body mass index [BMI] of 40 or higher),
- chronic kidney disease undergoing dialysis,
- liver disease, and
- those who are immunocompromised. In this regard many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications.

Special measures required in relation to vulnerable workers include, although is not limited to:

- Working from home;
- Reduced working hours;
- Providing of specialised PPE appropriate to the risk identified in the risk assessment;
- A vulnerable worker can fulfil a different role and responsibility which has a lower risk for COVID-19 transmission;
- Reducing interaction with other people or the use of public transport;

2. Engineering controls

2.1 Ventilation

Employers to as far as practical ensure the workplace is well ventilated by natural or mechanical means to reduce the SARS-CoV-2 viral load. Where reasonably practicable workplaces must, have an effective local extraction ventilation system with high-efficiency particulate air HEPA filters, which is regularly cleaned and maintained, and its vents do not feed back in through open windows. Employers are to ensure that filters are cleaned and replaced in accordance with the manufacturer's instructions by a competent person as required by the manufacturer.

2.2 Physical barriers

Employers are required to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers.

If it is not practicable to arrange a worker's workstation(s) to be spaced at least one and a half metres apart, the employer should:

- Arrange physical barriers to be placed between workers' working places or erected on workers' desks to form a solid, physical barrier between workers while they are working; or
- If necessary, supply the worker free of charge with appropriate PPE based on a risk assessment of the working place.

2.3 Adaptation of workstations to increase social distance

Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they

are working, for example, at their workstations. Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any time may assist in achieving the required social distancing.

3. Administrative controls

3.1 Screening/ reporting of symptoms/ sick leave

The potential for cross contamination is higher at site entry and exit points and where there are high levels of surface contact points such as in welfare areas, site walkways, stairs access etc.

- Biometric access devices should be by-passed / turned-off
- Multiple entry points to be used if practical
- Security guards to record all names rather than having multiple persons signing-in using shared pen or booklet
- Sanitising stations in position at all site entry points
- Regularly clean common contact surfaces in reception, office, access control and delivery areas (e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times)

3.1.1 Interim Screening Process

Employers are required to comply with any guidelines issued by the National Department of Health in consultation with the Department in respect of symptom screening.

Employers must develop a screening procedure in addition to identifying adequate number of screening officers at every workplace. The screening officers must receive training regarding:

- The company approved screening procedure
- How to safely use the PPE
- How to use the specific thermometer at the workplace according to OEM specification (if applicable)

Employers must:

- Provide screening equipment (thermometers) if required
- Provide prescribed personal protective equipment (PPE) to those assigned to perform the screening.
- Keep record of all COVID-19 screening performed,

Non-Contact Screening Process (Guideline only)

All employees will receive a “non-contact” temperature screen prior to being permitted access to the workplace. The screening will be performed by the company identified and trained screening officer.

In the event, there is not a thermal scan thermometer available on site to measure an employee’s temperature, site access will be determined by observation and verbal screening.

All employers are required to put measures in place to ascertain whether any worker or visitor, when arriving at work, has any observable symptoms common with COVID-19. People will be questioned and observed by the screening officer for symptoms consistent with COVID-19 company screening procedure as per annexure A including:

- fever;
- cough;
- sore throat;
- shortness of breath;
- difficulty in breathing;
- body aches;
- redness of eyes;
- loss of smell;
- loss of taste;
- nausea;
- vomiting;
- diarrhoea;
- fatigue;
- weakness or tiredness;

The screening officer will then question:

- if the employee interacted with a person who has been found Covid-19 positive in the past two weeks
- Travelled from any other province within the past 2 weeks.

Any positive (yes) responses will require individual to be recommended for further medical screening including the completion of the screening questionnaire under Annexure B by an additional screening officer.

If a thermometer is used and employee's temperature is less than 38 degrees, and they DO NOT, exhibit symptoms consistent with the COVID-19 virus, employee may access the jobsite to proceed with work.

If an employee has a temperature of 38 degrees or greater, or DOES exhibit symptoms consistent with COVID-19, or have in the past two weeks interacted with a person who has been found Covid-19 positive, the employee will undergo further screening. This will require a completion of a brief questionnaire (Annexure B). Individuals must be Isolated and or recommended for further medical evaluation based upon the findings.

Should a worker show any positive symptoms related to COVID-19, then the employer must:

- Know where to refer workers for testing if presenting with the above symptoms or notify the National Department of Health through their helpline (0800 029 999) to obtain further directions
- Not permit the worker to enter the workplace or report for work

Should the worker already be at work, then the employer must:

- Assess the risk of transmission, disinfect the area and the worker's workstation, refer those workers who may be at risk for screening and take any other appropriate measure to prevent possible transmission

Should the employee not require hospital admission and is sent home, the employer must:

- ensure that the employee has been informed that he/she undergoes self-isolation at home if appropriate, or at a designated isolation accommodation identified by the National Department of Health;

If a worker has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, an employer may only allow a worker to return to work on the following conditions:

- the employee has undergone a medical examination confirming that s/he has been tested negative for COVID-19 after at least 14 days isolation;

All health and safety precautions must be taken by those conducting temperature screening to ensure their safety and the safety of those being screened. At a minimum:

- Wear appropriate PPE (safety glasses, and FFP1 surgical type mask)
- Follow all social distancing measures.

- Ensure all equipment (e.g. thermometers) used must be cleaned in accordance with manufacturer's instructions between every use.

3.3 Minimizing contact

The employer must take measures to minimize contact between workers as well as between workers and members of the public.

The following will apply to all individuals:

- There will be no hand shaking with any person.
- Avoid the unnecessary touching of other individuals.
- When talking, sitting or eating with others, keep a distance of at least 1,5m between yourselves.
- Avoid close contact with anyone who has a fever or cough and request that site or office management follow these procedures and guidelines in terms of dealing with this person.
- Lifts should be avoided, as they are a confined space. Use stairways, ensuring hand sanitizer is used afterwards. Hand rails to be sanitised throughout the day.
- Where tasks require workers to be in close contact, the site shall provide the appropriate PPE for this.
- Wherever possible, work that requires close contact shall be planned to reduce the number of individuals involved in the activity at any one time

Employers must ensure that:

- Meetings where spacing of individuals would be less than 1,5m apart are not to be permitted as far as practicable.
- Toolbox talks shall be limited to a maximum duration of 15 minutes and shall be in groups that allow for a 1,5m spacing between individuals but do not require the speaker to shout.
- Toolbox talks must be held in well ventilated areas.
- The awareness of hand washing and other hygiene behaviours is to be communicated daily.
- Meetings shall be reduced to only those that are essential and shall wherever possible be held via video conference.
- Hold meetings in open areas where possible
- Wherever possible, meetings and / or briefings shall be held in open areas with good ventilation
- A one-way system on access routes throughout the site where possible. Increasing access points can help establish a one-way system if possible. Where a one-way system is not possible widening pedestrian routes so social distancing can be maintained on main site walkways.

First Aid Responder Guidance:

- COVID-19 infects people through contact with the mucous membranes. First Aid Responders must think of these as being the mouth, nose and eyes. It does not infect through the skin.
- The greatest element of risk for a First Aid Responder is transfer of the virus to the mucous membranes by contact of contaminated hands (including contaminated gloved hands) with the eyes, nose or mouth.
- To minimise hand contamination, avoid touching your face and clean your hands frequently with soap and water or alcohol-based hand sanitiser.
- There is also a significant risk of direct transfer of the virus on to mucous membranes by droplet transmission, that is, by direct impact of larger infectious virus droplets generated from the person's respiratory tract landing directly in your eyes, nose or mouth. This risk is managed by use of appropriate PPE (mask and eye protection) and by providing the ill or injured person with a mask to cover their nose and mouth when coughing or sneezing (respiratory hygiene and cough etiquette).
- First Aid Responders should be familiar with the symptoms of COVID-19.

Key Control Measures for First Aiders

- Standard infection control precautions to be applied when responding to any first aid incident in the workplace. Hand washing with warm water and soap or an alcohol-based hand sanitizer must be performed before and after providing any first aid treatment.
- Any person presenting with symptoms consistent with COVID-19 should be treated as a suspected case.
- In such cases, move individual to a first aid room / isolated room to minimise risk of infection to others.
- Only one First Aid Responder to provide support/ treatment, where practical.
- Additional PPE should be worn by First Aid Responders when responding to all first aid incidents where close contact cannot be avoided. Also have a mask available to give to person if they are displaying symptoms consistent with COVID-19 to limit droplet dispersion.
- If you suspect a person has experienced a cardiac arrest, do not listen or feel for breathing by placing your ear and cheek close to the person's mouth. If you are in any doubt about confirming cardiac arrest, the default position is to start chest compressions only until help arrives.
- Persons with minor injuries (cuts, abrasions, minor burns) - where practical, a First Aid Responder should avoid close contact and advise the injured party what steps to take in treating their injury.
- No reusable equipment should be returned to service without being cleaned or disinfected appropriately.

3.4 Rotation and shift work

The employer must, as far as practicable, minimize the number of workers at the workplace at any given time to mitigate the impact of COVID-19 through rotation, staggered working hours, shift systems, remote working arrangements or similar measures in order to achieve social distancing.

3.5 Work-at-home strategies

The employer must, as far as practicable, enforce work-at-home strategies and workers who can work from home should work from home particularly where they are Vulnerable Workers. Employers should develop a directive or guidance on working from home to provide clear advice to all workers working from home.

3.6 Communication and information strategies

Where workplace meetings can be held via an online collaboration platform, it is strongly encouraged, although where workplace meetings cannot be conducted virtually, strict protocols should be implemented in respect to in-person meetings including:

- the maximum occupancy of the workplace meeting room should be determined having regard to social distancing principles including a distance of 1,5m apart if possible;
- the layout of workplace meeting rooms should conform with social distancing principles in so far as possible;
- the number of attendees that may attend a workplace meeting should be limited to the prescribed occupancy requirements of the room;
- the number of workplace meetings and the duration of workplace meetings should be reduced;
- attendees should avoid social niceties such as shaking of hands and hugging;
- all attendees should wear a face mask with nose and mouth covered;
- all attendees should wash hands / hand sanitizer before entering and exiting the workplace meeting room;
- doors and windows to be left open during and between workplace meetings to avoid touching handles;
- desks / equipment / seat handles in meeting room should be sanitised immediately before and after meetings;
- meeting refreshments are permitted where the coffee cups are disposable, beverages are sealed and food is wrapped.

3.7 Role of health and safety committees and representatives

The employer must appoint a COVID-19 manager to address employee or workplace representative concerns and to keep them informed. Should an health and safety committee that has been elected already exist in the workplace then the appointed manager must consult with that committee on the

nature of the hazards and risks in relation to COVID-19 in that workplace in addition to the measures that need to be taken.

3.8 Education and training

Employers must provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the COVID-19 virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;

Employers to obtain relevant information, recommendations and topics regarding the COVID-19 pandemic from the World Health Organization's (WHO) website (www.who.int) for use in the education of employees, and to display the information in prominent areas within every workplace. Such information should also be included in health and safety briefings both on project sites as well as offices. Detailed information on symptoms and protection can be found on the Corona Virus Q&A section of the WHO website (direct link: <https://www.who.int/news-room/q-a-detail/q-a-coronaviruses#>).

Employers are to acknowledge the associated risks of the virus, act accordingly and to put into place extraordinary health and safety measures. Employers are further advised to avoid disinformation in social media and to reference the following sources for official, accurate information and updates:

- The World Health Organisation [www.who.int] and [Twitter@who]
- The National Institute of Communicable Diseases [www.nicd.co.za] and [Twitter@nicd_sa]
- National Department of Health [www.health.gov.za] and [Twitter@HealthZA]
- The Presidency [www.thepresidency.gov.za] and [Twitter@PresidencyZA]

Every employer should implement a suitable training and awareness campaign in respect of:

- the dangers of COVID-19 disease;
- the manner of its transmission;
- the measures to prevent transmission such as social distancing, personal hygiene practices, PPE requirements and utilisation (including cloth masks), social etiquette (including cough etiquette, greetings, respiratory hygiene);
- safe transport to and from work; and
- symptom monitoring, screening and confirmatory testing.

3.9 Reporting of incidents for regulatory purposes

If a worker has been diagnosed with COVID-19, an employer must-

- inform the Department of Health and the Department of Employment and Labour; and
- inform SAFCEC through the use of the online reporting tool;

- investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and it must give administrative support to any contact-tracing measures implemented by the Department of Health.

3.10 Reporting for purposes of public health, contact tracing, screening, testing and surveillance

If an employee has been diagnosed with COVID-19 and isolated in accordance with the Department of Health Guidelines, the worker may only return to work if:

- the worker has undergone a medical examination confirming that s/he has been tested negative for COVID-19 after at least 14 days isolation;
- the worker wears the minimum of a FFP1 surgical mask at all times for the remaining period of 21 days from the date of initial testing;
- the employer ensures that the worker adheres to social distancing, hygiene and cough etiquette;
- the employer closely monitors the worker for symptoms on return to work;

The employer should report all alleged, presumed and confirmed cases of COVID-19 related occupational disease to the Compensation Commissioner in the prescribed format using the relevant documentation as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) in order to facilitate procedures for all worker's compensation benefits available to employees, including:

- leave for temporary disability;
- assessment by an occupational medicine specialist in cases of complex disease that may result in permanent disability;
- cover of medical expenses for the treatment and testing, as well as permanent disability assessments; and
- compensation to dependents in case of death.

4. Healthy and safe work practices

4.1 Disinfectants, sanitisers and personal hygiene

The employer must ensure that:

- there are adequate facilities for the washing of hands with soap and clean water at all times and no fabric towelling is allowed, only paper towels are provided to dry hands after washing;
- adequate rubbish bins are to be provided for the disposal of paper towels;
- workers are required to wash their hands and sanitize their hands regularly while at work;
- all work surfaces and equipment are disinfected before work begins, regularly during the working period and after work ends;
- common areas and ablution facilities are sanitised more regularly;

- as far as practicable, crockery and eating utensils should be disposable;
- workers are provided with the necessary tools and equipment required to perform their job to avoid sharing of workers' tools and equipment, insofar as it is reasonable and practicable to do so;
- there are sufficient quantities of hand sanitizer (with at least 70% alcohol content) having regard to the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- every worker who works away from the workplace, other than at home, should be provided with an adequate supply of hand sanitizer;
- if a worker interacts with the public, the employer should provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting and instructed to sanitize their hands between each interaction with public;
- the workplace is sufficiently ventilated;
- disable biometric systems or make them COVID-19-proof;
- cleaning registers are to be provided in the areas where regular cleaning is required;

All individuals shall wash their hands with soap and water for at least 20 seconds or use approved 70% alcohol based sanitizer when: -

- entering or leaving a site;
- before eating;
- after eating;
- after site walks;
- after ablutions;
- after touching hand rails, door handles, paper, envelopes etc; and
- any other interactions that may require hand washing.

Basins with soap and water or alcohol based hand sanitizer must be provided at: -

- site access points;
- offices;
- ablution facilities;
- eating areas; and
- appropriate areas around the site such that a person does not need to walk further than 50m to access these facilities.

Where soap and water are provided for hand washing, so too must paper towels be provided for drying of hands. Workers who work in close contact shall have regular access to hand washing facilities.

Individuals who sneeze must be considerate. Leave the group or room, cover their mouths and nose with a tissue and dispose of the tissue properly; alternatively sneeze into a flexed inside of the elbow.

Avoid touching one's eyes, nose and mouth with unwashed hands.

5. PPE

The type of PPE to be used within the workplace will vary according to the work activity, medical risk factors in relation to Vulnerable Workers etc. The employer should determine the PPE required following the information provided from the risk assessment. Employers must ensure that:

- Workers who work in close contact with one another shall wear appropriate PPE;
- Workers shall be trained on how to wear, remove and - where appropriate - dispose of their PPE properly;
- Designated bins for the adequate disposal of masks shall be provided;
- Safety and supervisory personnel shall ensure no close contact work is carried out by workers who are using defective or inadequate PPE.

5.1 Masks

The main benefit of everyone wearing a cloth mask is to reduce the amount of virus droplets being coughed up by those with the infection and transmitted to others and to surfaces that others may touch. Since some persons with the virus may not have symptoms or may not know they have it, the Department of Health requires that all persons wear cloth masks when in a public place.

To ensure that N95 masks, surgical masks and other medical masks are secured for those workers who have the highest health risk such as health care workers, persons with respiratory symptoms or those caring for COVID-19 patients at home, employers should ensure all other workers do not use medical grade masks without good cause.

Employers must ensure provision of cloth masks to every worker in their workplace. This is in the interests of health and safety of workers in the workplace and as a support to the public health measures. These masks should be provided free of charge and an employer may not require a worker to pay the employer or any other person for a cloth mask or make a deduction from the worker's remuneration.

Every employer should provide each worker with a minimum of two cloth masks, as recommended by the National Department of Health, for the worker to wear while at work and while commuting to and from work. The number of cloth masks that should be provided to a worker may increase having regard to the worker's conditions of work, in particular, where these may result in the mask becoming wet or soiled and in accordance with any sectoral guidelines.

An employer should make appropriate arrangements for the washing, drying, ironing and disposal of cloth masks in accordance with the Department of Employment and Labour Directive or, if not reasonably practicable, provide facilities for the worker to wash and dry the cloth masks at the workplace.

Every employer should ensure that workers are informed, instructed, trained and instructed as to the correct use of both PPE as well as cloth masks.

In respect of cloth masks, training should explain:

- hands should be washed before and after donning or removing the cloth mask;
- that cloth masks should cover the nose and mouth completely;
- cloth masks should not be lowered when speaking, coughing or sneezing;
- cloth masks should never be touched except to put on and remove cloth masks should be washed with warm soapy water and iron when dry. Ironing assists with decontamination;
- cloth masks should be changed when wet or visibly soiled;

5.2 and 5.3 and 5.4 Gloves and Facial Shields and Other PPE

The employer must provide any other PPE to the employees guided by the workplace risk assessment that was performed. PPE remains the last resort and the employer must ensure that adequate training is provided for all types of PPE.

6. Provision of safe transport for employees

6.1 Personal hygiene

Employers should train workers who rely on public transport or who utilise employer arranged on transport on the safety protocols to be followed. Employers to ensure:

- Where transport is provided, occupancy of the vehicle should be reduced in line with government policy in the taxi industry;
- Transport vehicles should be sanitized before and after each trip;
- A fever screening process will be implemented prior to embarkation.

6.2 Social Distancing

Social distancing at the workplace and in the common areas outside the immediate workplace must be enforced and managed by the employer through supervision. Every employer must arrange the workplace to ensure minimal contact between workers and as far as practicable ensure that there is a minimum of one and a half metres between workers while they are working, for example, at their workstations.

Depending on the circumstances of the workplace or the nature of the sector, the minimum distance may need to be longer. Reducing the number of workers present in the workplace at any may assist

in achieving the required social distancing. Enforcement of social distancing could furthermore be done through queue control at areas including canteens, coffee shops and lavatories.

At a canteen, workplace coffee shops, and other common areas these measures may include:

- dividing the workforce into groups or staggering break-times to avoid the concentration of workers in common areas such as the canteen;
- closing of common areas to reduce pedestrian traffic;
- staggering start / finish / break times to reduce traffic in common areas;
- changing area layouts to create more space for movement;
- minimising handling of cash and encourage contactless payments only;
- markings on the floor / ground to define queueing quadrants to indicate minimum social distancing requirements;
- providing for outside, well-spaced eating areas;
- leaving doors open (where appropriate) at busy times to speed up the flow of pedestrian traffic (and to avoid workers touching door handles);
- disabling vending machines;
- Where workplace meetings can be held via an online collaboration platform, it is strongly encourage.

6.3 Arrangements to minimise exposure associated with commuting

Employers are encouraged to arrange transport for their workers for the duration of the lockdown period, whilst furthermore providing employees with training regarding the PPE and hygiene requirements whilst traveling.

6.4 Cloth masks (if commuter)

Employers must ensure that all commuters are always required to have a cloth mask on whilst in transit.

6.5 PPE (driver/conductor of employer-provided transport)

Employers should ensure that safe transport arrangements are made, including:

- sanitisers for workers;
- cloth masks for taxi drivers;
- social distancing and capacity arrangements.

7. **PART C5: GENERAL AND PARTICULAR SPECIFICATIONS**

General and Particular specifications shall be in accordance with QFS standards applicable fencing and site clearance available from QFS.

All Materials used by the sub-contractor in the execution of his Works shall be SABS approved.

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____

Part C5: General & Particular Specifications

CONTRACT 177/2020

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT

1. Preliminary and General Specifications

PSA 1 Preparation of the Contractor's Site Specific Health and Safety File

The contractor shall prepare and submit a complete health and Safety File bound in an A4 lever arch file to the main contractor for approval prior to commencing any work on site. On approval the subcontractor shall commence work and ensure compliance to the approved Health and Safety file and or any legal instructions issued by the main contractor's appointed Construction Health and Safety Officer (CHSO).

The tendered sum shall cover all costs associated with preparing and delivering the site specific health and safety file together with all required attachments required in terms of clause 7 of the Construction Regulations, 2014 and/or any amendments necessary to get the file approved. The tendered sum shall be certified payable once the Health and Safety file is approved.

PSA 2 Contractor's initial obligations in respect of OHS Act, Construction Regulations & Covid-19.

The contractor shall allow for all costs involved in meeting required initial obligation in terms of the Health and Safety Act, Construction Regulations and Covid-19. Some of the initial obligations include, but not limited to, fire extinguishers, health and safety signage, infra-red thermometer, sanitizer dispenser and sanitizer, screening registers, cloth face masks, etc.

The tendered sum shall be certified payable once the Construction Health and Safety Officer/ Covid-19 compliance officer is satisfied the all the initial obligation have been met.

PSA 3 Provision of Personnel Protective Clothing (PPE)

The contractor shall provide all his employees with personnel protective equipment (PPE) in line with the provision of the Occupational Health and Safety Act. The PPE to be provided is listed in the bill of quantities item 1.23a) to h). No employee shall be permitted on the site without his/her complete PPE. The tendered rate shall cover the cost of supply and delivery of the PPE in the quantities equal to the employees that shall be working full time on this project site and have passed the entry medical examination. Payment to the contractor for PPE shall be certified on presentation of a completed and signed PPE register that the contractor shall submit to the CHSO.

PSA 4 Medical Surveillance

The contractor shall ensure that his/her employees that will be working on the project site undergo entry medical examinations to ensure fitness to perform work activities. The Contractor shall ensure that the entry/exit medicals are performed by a registered occupational health practitioner. The contractor shall on termination of employment contract/s with its employee/s, subject its employee/s to exit medical examinations. The tendered rate shall cover all costs involved in undertaking the medical and may include, but not limited to, making appointments, transportation to and from the medical examination point and the cost of the medical examination. Payment for entry medical surveillance shall be certified on presentation of medical certificates of the employees.

PSA 5 Provision of a First Aid Box

The contractor shall make available to his/her employees a first aid box for use in emergency situations that may rise on site. The first aid box shall be stocked in accordance with the minimum contents of the first aid box contained in Annexure A of the General Safety Regulations. The tendered sum shall cover the cost of supply and delivery of a new fully stocked first aid box. Payment for the first aid box shall be certified for payment on delivery of first aid box to site.

PSA 6 Compliance with Environment Management Plan

The contractor shall ensure initial compliance with the project's environmental management obligations. The tendered rate shall cover the cost of protecting fauna and flora in the vicinity of the construction site at the instruction of the environmental conservation officer. Such cost will include, but not limited to,

provision of waste bins for the different types of waste. Payment for this activity shall be certified once the environmental conservation officer is satisfied that compliance has been achieved.

PSA 7 Contractor's time-related obligations in respect of OHS Act, Construction Regulations & Covid-19.

The contractor shall allow for all costs involved in meeting on-going obligations in terms of the Health and Safety Act, Construction Regulations and Covid-19 for the duration of the contract. These obligations include, but not limited to, replenishing dust masks, gloves, sanitizer, cloth face masks, monthly labour report preparations and submission, etc.

The tendered sum shall be certified payable once the Construction Health and Safety Officer/ Covid-19 compliance officer is satisfied the have been met.

PSA 8 On-going Environment Management Plan Obligations

The contractor shall ensure on-going compliance with the project's environmental management obligations. The tendered rate shall cover the cost of maintaining compliance to the environmental management plan. Such cost will include, but not limited to, emptying and carting of waste to their various respective and approved waste sites. Payment for this activity shall be certified once the environmental conservation officer is satisfied that compliance has been achieved on a monthly basis.

2. Site Clearance Specifications

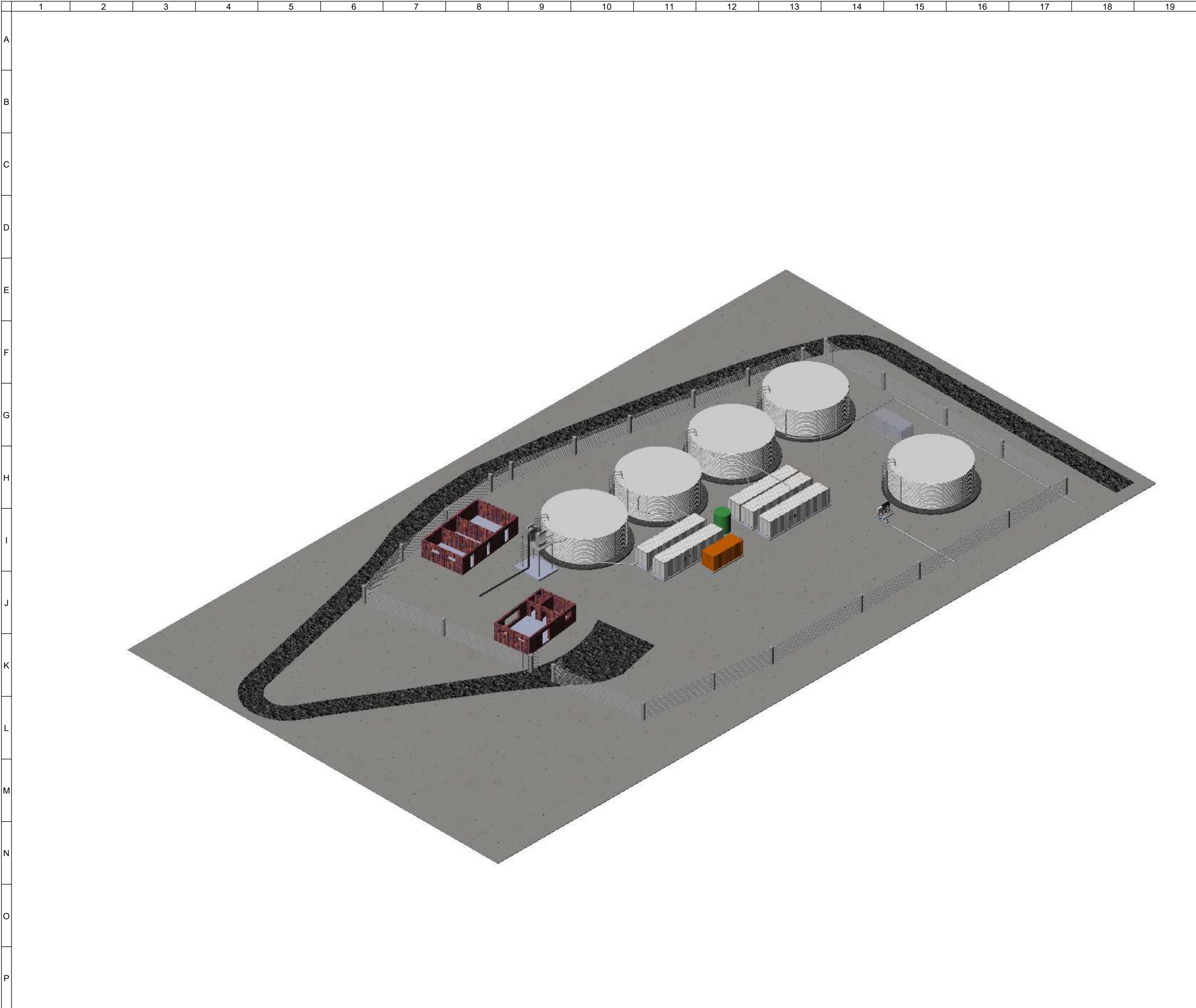
PSC 1 Dismantle and remove existing fence posts

The contractor shall remove, load and stack existing fence posts around the site to an area identified by the site agent on site. The tendered rate shall cover the cost of dismantling, loading, transporting and offloading and stacking of such fence post material. The unit measurement for this item is number (No .

PSC 2**Levelling under palisade fence**

The contractor shall level underneath the palisade fence route to enable the palisade fence panel to be placed in position without sloping. The tendered rate shall cover the cost of excavation or backfilling and compacting to level any ground undulations. This item is measured in metres (m).

8. DRAWINGS



REFERENCE DRAWINGS		
DRAWING No.	TITLE / DESCRIPTION	SOURCE
Notes: 1. UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN MILLIMETERS 2. 3. 4.		

QFS APPROVAL			
THIS DOCUMENT REPLACES		N/A	
DESIGNED	QFS	DRAWN	MJM
CHECKED	BdJ	CIVIL ENGINEER	
STRUCTURAL ENGINEER		MECHANICAL ENGINEER	
ELECTRICAL ENGINEER		S & PC ENGINEER	
APPROVED		PROJECT ENGINEER	SIGNATURE



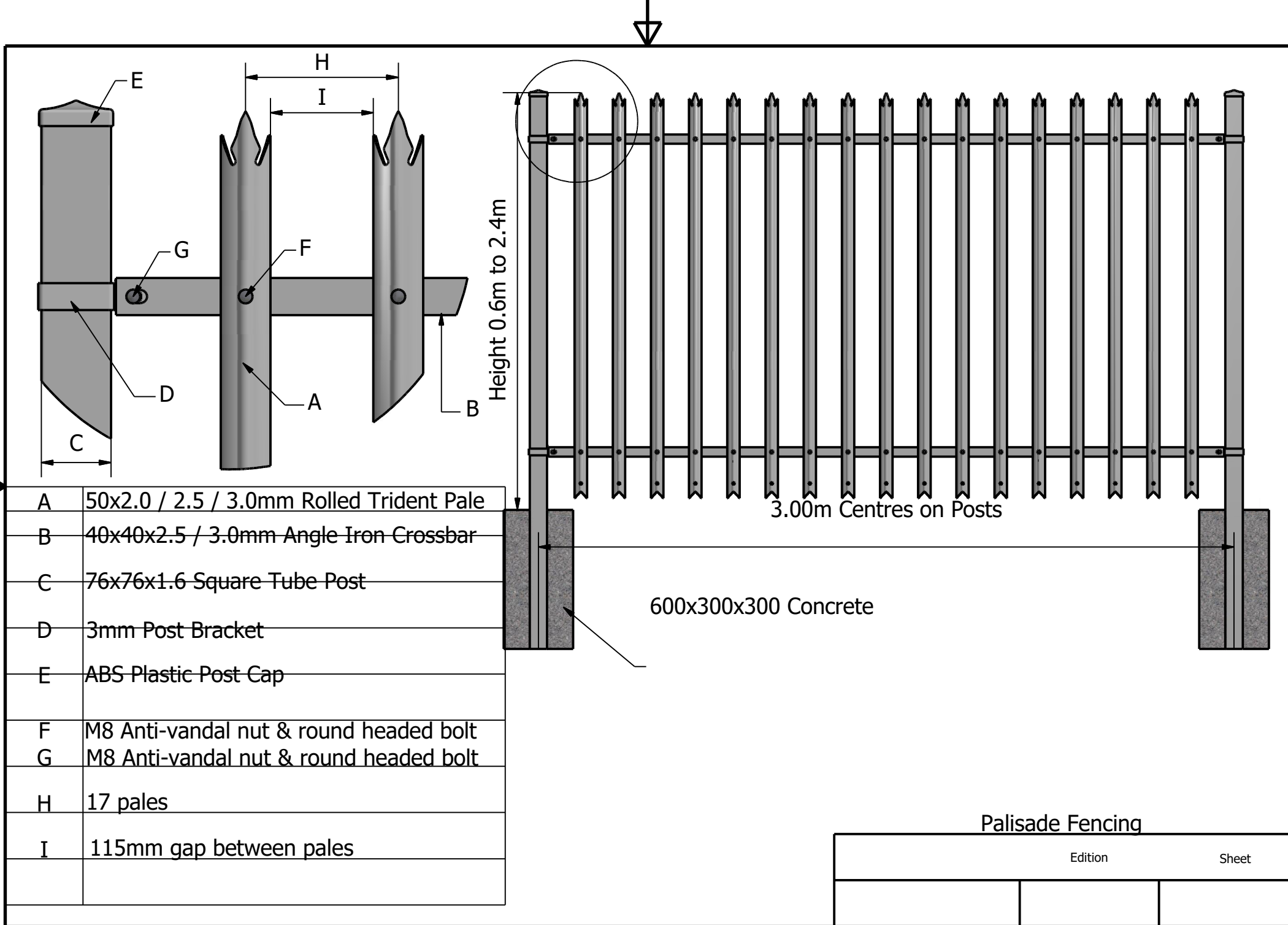
CLIENT APPROVAL			
ENGINEERING SERVICES			
NAME	SIGNATURE	DATE	
OPERATIONS			
NAME	SIGNATURE	DATE	

CLIENT:
KOWIE RIVER

ISO_1

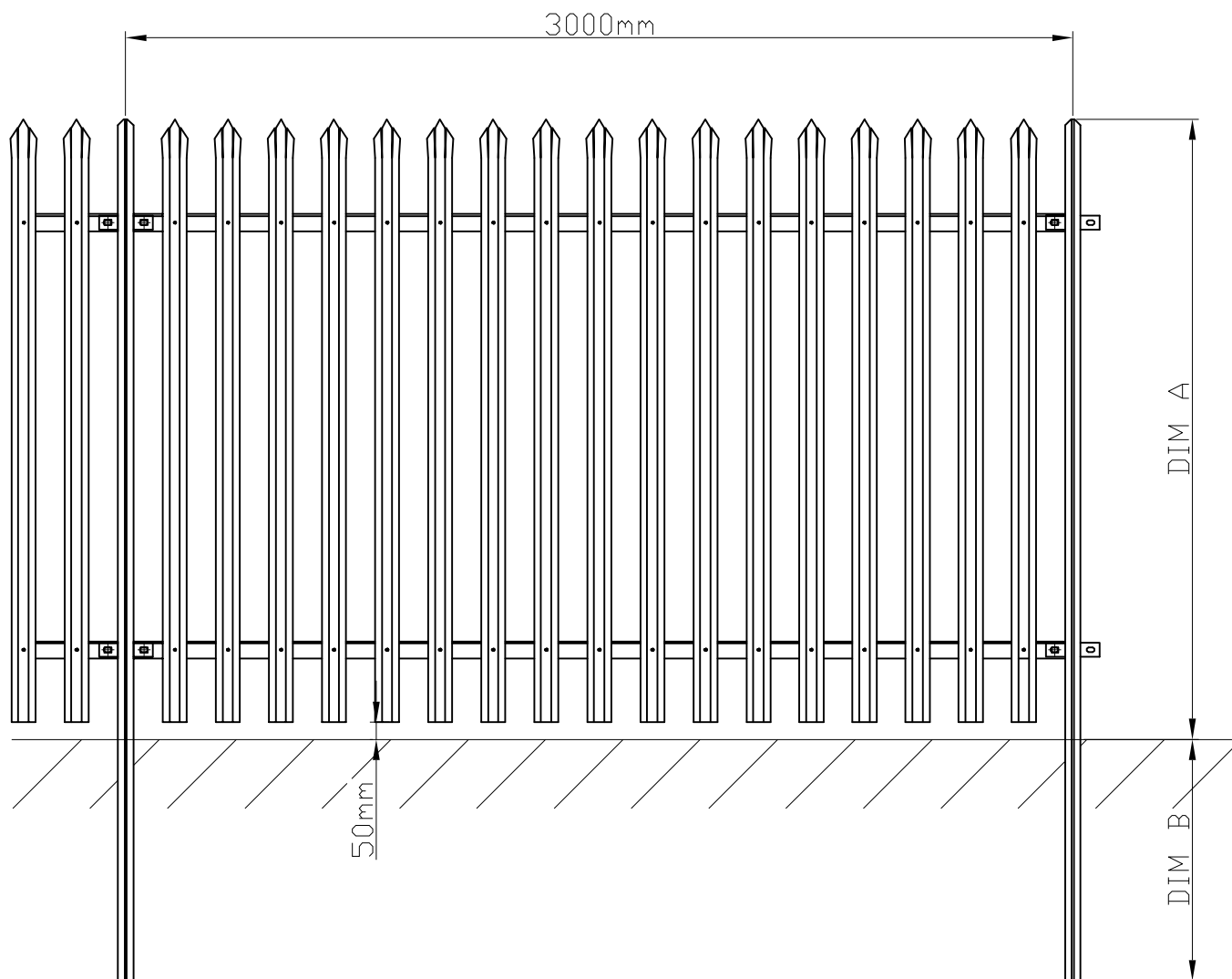
**UF AND RO
PLANT**

DATE 30-10-2018	SCALE NTS	SHEET SIZE A3	SHEET 1 OF 1
FILE NAME: QFS-3D-17008 - PROJECT	DRAWING No. QFS-3D-170081	REVISION A	



A	50x2.0 / 2.5 / 3.0mm Rolled Trident Pale
B	40x40x2.5 / 3.0mm Angle Iron Crossbar
C	76x76x1.6 Square Tube Post
D	3mm Post Bracket
E	ABS Plastic Post Cap
F	M8 Anti-vandal nut & round headed bolt
G	M8 Anti-vandal nut & round headed bolt
H	17 pales
I	115mm gap between pales

Palisade Fencing		
Edition		Sheet



DIM A	DIM B	POSTS	ANGLES	PALES
900	600	102x44	50x50	"W" & "D"
1200	600	102x44	50x50	"W" & "D"
1500	600	102x44	50x50	"W" & "D"
1800	600	102x44	50x50	"W" & "D"
2400	750	102x44	50x50	"W" & "D"

STEEL PALISADE PANEL

