

REQUEST FOR QUOTATION (RFQ)

FOR

BUILDING WORKS

CONTRACT REFERENCE NO: 285/2019 – SMME 04

BIDDER'S NAME:	
CLOSING DATE:	
CLOSING TIME:	
OFFER VALIDITY:	
PROJECT NAME / DETAIL:	CONTRACT 285/2019: 2 MLD SWRO PLANT AND 3 MLD RECLAMATION PLANT, KOWIE RIVER, PORT ALFRED WWTW

	Ndlambe Local Municipality 47 Campbell Street Port Alfred 6170
ENGINEERING 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: leslievzs@rede.co.za
	

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1. PART T1: TENDERING PROCEDURES

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	285/2019 - 1	1CEPE/1GBPE only	26 June 2020 14h00
PA Emergency RO Security Works	285/2019 - 2	PSIRA	26 June 2020 14h00
PA Emergency RO Concrete Works	285/2019 - 3	2CEPE or higher	26 June 2020 14h00
PA Emergency RO Building Works	285/2019 – 4	2GBPE or higher	26 June 2020 14h00

Only Tenderers with a Construction Industry Development Board (CIDB) minimum grading as indicated above will be eligible to tender. For the security works package, the tendering entity must be registered with PSIRA or have a Memorandum of Agreement with another company that is registered. All tenderers must have a level one B-BBEE status, otherwise they will be non-responsive.

The project scope includes the following:

Fencing Works (285/2019 – 1):

- 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 galvanised steel palisade fence and gates around the perimeter of the works.

Security Works (285/2019 – 2):

- Supply and installation of electrical security fence;
- Supply and installation of security CCTV equipment;
- Supply security on site for the duration of the contract.

Concrete Works (285/2019 – 3):

- Concrete Works to Construct 5 plinths for 12 m containers;
- Concrete Works to Construct 2 plinths for 6m containers.

Building Works (285/2019 – 4):

- 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 collected from **PMU offices** at No. 44 Campbell Street, Port Alfred, from **Thursday, 18 June 2020 until Friday, 26 June 2020** (Office hours 08h00 until 16h00) or download from the Municipal Website. A non-refundable cash deposit of **R100.00** for each document is required. Bid Documents will only be issued on a receipt obtained from the cashier's office at Ndlambe Local Municipality. A copy of payment receipt is to be attached on the document.

Due to Covid-19 regulations **NO COMPULSORY briefing session** will be held. Bidders should take note of possible questions herewith attached in this advert. For any further clarity, all communications should be in writing and clarity will be forwarded to all bidders who have bought the tender documents.

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

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 26 June 2020 (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

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 building works or concrete structures with at least contacted 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 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.

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

- **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**
- (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).
- Failure to complete All the supplementary information will result in bidder being deemed non – responsive.

Enquiries relating to the bid documents may be directed to Mr Leslie van Zyl-Smit (Contracts Manager) on telephone: 043 7211718, email: leslievzs@rede.co.za

The Municipal contact person is Mr. S Babama, telephone: 046 604 5500, email: sbabama@ndlambe.gov.za

NOTICE NUMBER: 94/2020 Package 1, 2, 3, & 4

18 June 2020

Municipal Website, Notice Boards

ADV. R. DUMEZWENI

MUNICIPAL MANAGER

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 04
PORT ALFRED EMERGENCY RO PLANT**

NOTE THE FOLLOWING REQUIREMENTS

TENDER NUMBER:	285/2019 - 4	CLOSING DATE:	26 June 2020	CLOSING TIME:	14:00
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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

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 ____

Part T2: Returnables

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 ____

Part T2: Returnables

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:

Any other particulars:.....

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have 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? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, 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? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

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.

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 ____

Part T2: Returnables

Q12. COPIES OF ID DOCUMENT OF DIRECTORS

SMME____ Witness 1 ____ Witness 2 ____ Main Contractor ____ Witness 1 ____ Witness 2 ____
Part T2: Returnables

3. THE CONTRACT

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:

BUILDING WORKS QUOTATION NO.: 285/2019 – SMME 04

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 ____

Part C1: Agreement and Contract Data

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

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 ____

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
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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 30 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> <p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No.</p>

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

	<p>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>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>2 Oakhill Road</td><td>Post Net Suite 306, Private Bag X9063</td></tr> <tr> <td>East London</td><td>East London</td></tr> <tr> <td>5200</td><td>5200</td></tr> <tr> <td>Telephone: +27 43 721 1718, Fax: +27 86 556 4079</td><td></td></tr> <tr> <td>E-mail: adminec@rede.co.za</td><td></td></tr> </table>	Physical address:	Postal address:	2 Oakhill Road	Post Net Suite 306, Private Bag X9063	East London	East London	5200	5200	Telephone: +27 43 721 1718, Fax: +27 86 556 4079		E-mail: adminec@rede.co.za	
Physical address:	Postal address:												
2 Oakhill Road	Post Net Suite 306, Private Bag X9063												
East London	East London												
5200	5200												
Telephone: +27 43 721 1718, Fax: +27 86 556 4079													
E-mail: adminec@rede.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%												
11.7	The Currency of payment shall be the South African Rand												

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

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:

WITNESS 1 2

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 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

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.

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

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

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.

MAIN CONTRACT 285/2019

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
10T_WP04 SMME PACKAGE - BUILDING WORKS

SCHEDULE 1A: Preliminary and General

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200 A					
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			
		b) Hard hats	No			
		c) Protective foot wear	No			
		d) Earplugs	No			
		e) Dust masks	No			
		f) Gloves	No			
		g) Ear Defenders SABS approved	No			
		h) Overalls	No			
1.2.4	PSA 4	Cost of Medical Surveillance				
		a) Initial (baseline) medical examination	No			
		b) Periodic and Exit Medicals	No			
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	Sum	1		
1.4	8.4	TIME-RELATED ITEMS				
1.4.1		(f) Tools and Equipment	Month	3		
1.4.2		(g) Water supplies, electric power and communications	Month	3		
1.4.3		(h) Dealing with water (Subclause 5.5)	Month	3		
1.4.4	8.4.3	Supervision for duration of Construction	Month	3		
1.4.5	8.4.4	Company and head office overhead costs for the duration of the Contract	Month	3		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019**DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
10T_WP04 SMME PACKAGE - BUILDING WORKS****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	3		
1.6		ENVIRONMENTAL				
1.6.1	PSA 8	Costs associated with ensuring compliance with the EMP.	Month	3		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

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

10T_WP04 SMME PACKAGE - BUILDING WORKS**SCHEDULE 2B: Building Works**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Scada Office				
		Demolition				
		Breakout window opening	Sum	1.00		
		Bricklayer				
		Fit window 1200X1200	No	1.00		
		Fit lintol 70X102MM	m	3.60		
		Fit cill	m	1.20		
		Fir double door frame	No	1.00		
		Door lugs	No	6.00		
		Plasterer				
		Plaster to reveals	m	9.60		
		Plaster to cills	m	1.20		
		Carpenter - ceilings				
		38*76 pine hangers	No	18.00		
		38*50 SAPine brandering 18/5.40m	m	97.20		
		1200*3000 NUTEC	No	5.00		
		1200*2400 NUTEC	No	5.00		
		900*3000 NUTEC	No	2.00		
		900*2400 NUTEC	No	2.00		
		H Strips 3.6m 7	m	25.20		
		H Strips 3.0m 5	m	15.00		
		Cornices 10/3.0	m	30.00		
		Conice glue 5l	No	1.00		
		100mm nails	kg	5.00		
		32mm claddit nails	kg	1.00		
		Joiner				
		Door handles	Pr	1.00		
		FL&B Doors	Pr	1.00		
		Barrel bolts	No	2.00		
		Rebate set	No	1.00		
		Lockset with handles	Set	1.00		
		Hinges	Pr	2.00		
		Electrical				
		8*8 Mini Board with Breakers	No	1.00		
		Double plug points	No	2.00		
		LED Tube light points	No	2.00		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

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

10T_WP04 SMME PACKAGE - BUILDING WORKS**SCHEDULE 2C: Building Works**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<i>Painter</i>				
		2 coats Plascon Filler coat to ceilings	m ²	39.50		
		1 coat bonding liquid, 2 coats PVA to walls	m ²	78.75		
		3 coats varnish to doors and frame	m ²	9.09		
		1 coat primer, 1 coat filler coat, 2 coats PVA to new plaster	m ²	3.42		
		<u>General Store</u>				
		<i>Joinery & Iron Mongery</i>				
		Fit pair of doors	Pr	1.00		
		Hinges	Pr	2.00		
		Barrel Bolts	No	2.00		
		Rebate set	No	1.00		
		3 lever lockset	No	1.00		
		Door handles	Pr	1.00		
		<i>Electrical</i>				
		Double plus	No	1.00		
		LED Tube light fitting	No	1.00		
		<i>Shelving</i>				
		Stack Shelves 450mm wide 7m long	Sum	1.00		
		<i>Painting</i>				
		2 coats PVA to walls	m ²	72.60		
		3 coats sealer to door & frame	m ²	9.09		
		<u>Chemical Store</u>				
		<i>Brick layer</i>				
		Brick up window openings	m ²	3.00		
		Screeds to falls av 60mm thick	m ²	30.00		
		Fit door double door frame	No	1.00		
		Door lugs	No	6.00		
		Pit for drain	Sum	1.00		
		<i>Concretor</i>				
		Ramp to inside 1.80x1.20	Sum	1.00		
		Ramp to outside 1.80x1.20	Sum	1.00		
		Steel trowel finish	m ²	4.32		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019
DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
10T_WP04 SMME PACKAGE - BUILDING WORKS

SCHEDULE 2D: Building Works

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Plumbing				
		Tap with hose & spray to wash down	No	1.00		
		Electrical				
		Light point	No	1.00		
		LED Light points	No	1.00		
		Single plug	No	1.00		
		Extractor fan	Prov Sum	1.00	R 4 375.00	R 4 375.00
		Painting				
		2 coats PVA to walls	m²	72.60		
		3 coats sealer to door & frame	m²	9.09		
		Offices				
		Roof				
		Strip off roof	Sum	1.00		
		20 * 228 SAPine Rafters Loose	m	10.00		
		Roof truss ties	No	20.00		
		Purlins	m	91.20		
		Purlin Clips	No	160.00		
		100mm nails	kg	2.00		
		32mm Prefix blue	kg	0.50		
		IBR Alusink 0.5mm	m	107.20		
		Roofing screws self drill	No	400.00		
		38*114mm SA Pine	m	4.00		
		SIDE Wall flashing	m	13.20		
		COVER Flashing	m	13.20		
		Ceilings				
		38*50mm SAPine	m	237.60		
		Nails 100mm wire	kg	3.00		
		4mm Nutec Board	m	18.00		
			m	9.00		
		H Sections	m	63.80		
		Claddit Nails	kg	2.00		
		Cornices	m	70.20		
		Cornice Glue	No	2.00		
		Nutec Insulations	No	6.00		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
10T_WP04 SMME PACKAGE - BUILDING WORKS

SCHEDULE 2E: Building Works

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>Brick Layer / Plasterer</u>				
		Repairs to openings	Sum	1.00		
		Fit lintols	m	7.50		
		Hack of reveals	Sum	1.00		
		Plaster reveals	m	39.60		
		Fir door frame No cill	No	2.00		
		Fir door frame with cill	No	1.00		
		Door Lugs	No	18.00		
		<u>Electrics</u>				
		Main Board & Earth Leakage	No	1.00		
		Light points internal	No	8.00		
		Light Points External	No	4.00		
		Light switches	No	5.00		
		Double plug points	No	10.00		
		<u>Sanitary Ware</u>				
		Close couple toilet suite	No	2.00		
		Pan connector	No	2.00		
		angle valves	No	4.00		
		Wax ring	No	2.00		
		50*40 reducing bush	No	2.00		
		40mm pipe	m	4.00		
		2 way valves	No	2.00		
		Double flap toilet seat	No	2.00		
		Basin & pedestal	No	2.00		
		Centering bolts	No	4.00		
		Basin waste & Plug	No	2.00		
		Basin trap	No	2.00		
		Basin taps - cold only	No	2.00		
		40mm holder bats	No	6.00		
		Flixicouplers	No	4.00		
		<u>Plumbing</u>				
		15mm Polycop	m	10.00		
		15mm Elbows	No	4.00		
		15mm Tees	No	2.00		
		15mm Stop Cock	No	1.00		
		15mm Holder bats	No	9.00		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

DESIGN, BUILD & OPERATE 2MLD SWRO & 3MLD RECLAMATION PLANT
10T_WP04 SMME PACKAGE - BUILDING WORKS

SCHEDULE 2F: Building Works

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<u>Joinery & Ironmongery</u>				
		FL & B Pair of doors	Set	1.00		
		FL & B Door	No	1.00		
		Hollow core door	No	2.00		
		Hinges	Prs	5.00		
		Barrel Bolts 150mm	No	2.00		
		Locksets	No	4.00		
		Rebate sets	No	1.00		
		Door Handles	Prs	4.00		
		<u>Aluminium Windows</u>				
		900*900mm	No	2.00		
		1.200*1.200mm	No	2.00		
		1.500*1.200mm	No	1.00		
		1.800*1.200mm	No	1.00		
		<u>Painter</u>				
		2 coats paint to external walls	m ²	106.21		
		2 coats paint to internal walls	m ²	159.99		
		3 coats paint to ceilings	m ²	71.28		
		3 coats varnish \ sealer	m ²	25.17		
		1 coat primer/1 coat u/coat, 2 coats Nuglo	m ²	10.33		
		<u>Gutters & Down Pipes</u>				
		Down pipe clips	No	9.00		
		Gutter brackets	No	13.00		
		Screws 5 * 32mm	No	39.00		
		Gutter 1/2 round Marley	m	11.00		
		Stop ends	No	2.00		
		Union Clips	No	1.00		
		Outlets	No	2.00		
		Swan Necks	Prs	2.00		
		Shoes	No	2.00		
		Down pipe with sockets	No	2.00		
		<u>Shift Room</u>				
		<u>Demolition</u>				
		Break out door opening to shift room	Sum	1.00		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

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

10T_WP04 SMME PACKAGE - BUILDING WORKS**SCHEDULE 2G: Building Works**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Bricklayer				
		Brick up doorway	m ²	2.17		
		For door frame with cill for 813*2032mm	No	1.00		
		Door lugs	No	6.00		
		Shower tray surround	m	1.90		
		PC Lintol to top of frame	m	3.00		
		Plasterer				
		To doorway	m ²	3.78		
		To shower nib walls girth 430mm	m	1.90		
		Screeds to falls and base	m ²	0.81		
		Water proofer				
		To shower walls	m ²	3.78		
		To shower floor	m ²	0.81		
		Sanitaryware				
		Shower door and side panel	Sum	1.00		
		Shower u/tile taps	No	2.00		
		Shower arm and rose	Set	1.00		
		Shower trap	No	1.00		
		Basin & pedestal	No	1.00		
		Centering bolts	No	2.00		
		Basin waste, plug & chain	No	1.00		
		Basin Taps	No	2.00		
		Ceilings				
		38*50mm SAPine Brandering	m	50.40		
		Nutec ceiling boards 1200X3000mm	No	2.00		
		Nutec ceiling boards 1200X2100mm	No	1.00		
		Nutec ceiling boards 900X3000mm	No	2.00		
		Nutec ceiling boards 900X2100mm	No	1.00		
		H profile Jointers 3m	No	6.00		
		Nutec cornices 3.6m	No	5.00		
		Cornice glue 2kg	No	1.00		
		100mm Wire nails	kg	2.00		
		32mm Claddit Nails	kg	0.50		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

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

10T_WP04 SMME PACKAGE - BUILDING WORKS**SCHEDULE 2H: Building Works**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		Electrical				
		Double plugs	No	2.00		
		Light Point	No	1.00		
		Geyser point	No	1.00		
		LED Strip lights	No	1.00		
		LED Strip lights	No	15.00		
		Joinery & Iron Mongery				
		FL&B Door 813*2032	No	1.00		
		Stainless steel butt hinges	Pr	1.00		
		3 Lever Union lockset	No	1.00		
		Door stop	No	1.00		
		Hat & Coat hook	No	2.00		
		Soap dish	No	1.00		
		Toilet Roll holder	No	1.00		
		Tiler				
		200*200 white tiles to walls	m²	3.78		
		Mosaic to floor	m²	1.00		
		Plumbing				
		Solar geyser 150l	P Sum	1.00	R 27 500.00	R 27 500.00
		Pressure control valve 600kpa	No	1.00		
		22mm Brass stop cock	No	1.00		
		Vacuum Breakers	No	2.00		
		Plumber / Drainlayer				
		40mm Waste pipe	m	3.00		
		40mm Basin trap	No	1.00		
		40mm 90deg IE bend	No	2.00		
		40mm 90deg plain bend	No	1.00		
		40mm holder bats	No	5.00		
		110mm Gulley head and grate	No	1.00		
		110mm P Trap	No	1.00		
		PC Gulley top	No	1.00		
		110mm 45deg bend	No	2.00		
		110mm 45deg junction	No	1.00		
		110mm Kimberly socket	No	1.00		
		110mm UG pipe	m	4.00		
		22mm poly cop riser main to geyser	m	10.00		
		22mm CU pipe	m	5.50		
		15mm polycop	m	12.85		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

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

10T_WP04 SMME PACKAGE - BUILDING WORKS**SCHEDULE 2I: Building Works**

ITEM	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		15,, elbows	No	14.00		
		15mm tees	No	3.00		
		15*22*15 tee	No	2.00		
		15mm female elbow	No	2.00		
		15mm MI coupler	No	6.00		
		15mm flexi coupler	No	2.00		
		22mm Tee	No	2.00		
		22mm coupler	No	1.00		
		15mm Holder bats	No	5.00		
		22mm Holder bats	No	10.00		
		Lab Toilet / Gen Toilet Ceiling				
		38*50mm SAP Brandering	m	48.60		
		4mm Nutech boards	No	6.00		
		H Profile jointers	No	4.00		
		Cornices	No	6.00		
		Conrice glue	No	1.00		
		100mm wire nails	kg	2.00		
		32mm claddit nails	kg	0.50		
		External				
		Kerb - edge	m	60.00		
		19mm cruched stone 50mm thick	m³	7.20		
TOTAL FOR SECTION CARRIED FORWARD TO SUMMARY						

MAIN CONTRACT 285/2019

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

10T_WP04 SMME PACKAGE - BUILDING WORKS**BILLS OF QUANTITY SUMMARY**

SCH No.	DESCRIPTION	AMOUNT
1A	PRELIMINARY AND GENERAL	
1B	PRELIMINARY AND GENERAL	
2A	CONCRETE WORKS	
2B	BUILDING WORKS	
2C	BUILDING WORKS	
2D	BUILDING WORKS	
2E	BUILDING WORKS	
2F	BUILDING WORKS	
2G	BUILDING WORKS	
2H	BUILDING WORKS	
2I	BUILDING 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 refurbishment and renovations to two of old buildings.

Building works

The 2 dilapidated buildings on site must be renovated to serve the various functions required on site such as a SCADA building, chemical store, workshop and offices

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.

GOVERNMENT NOTICE

DEPARTMENT OF EMPLOYMENT AND LABOUR

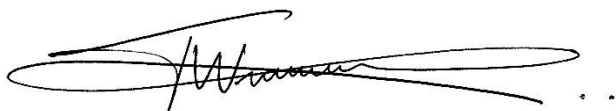
COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020

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)

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 REDE Engineering and Management Solutions.

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

CONTRACT 285/2019

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

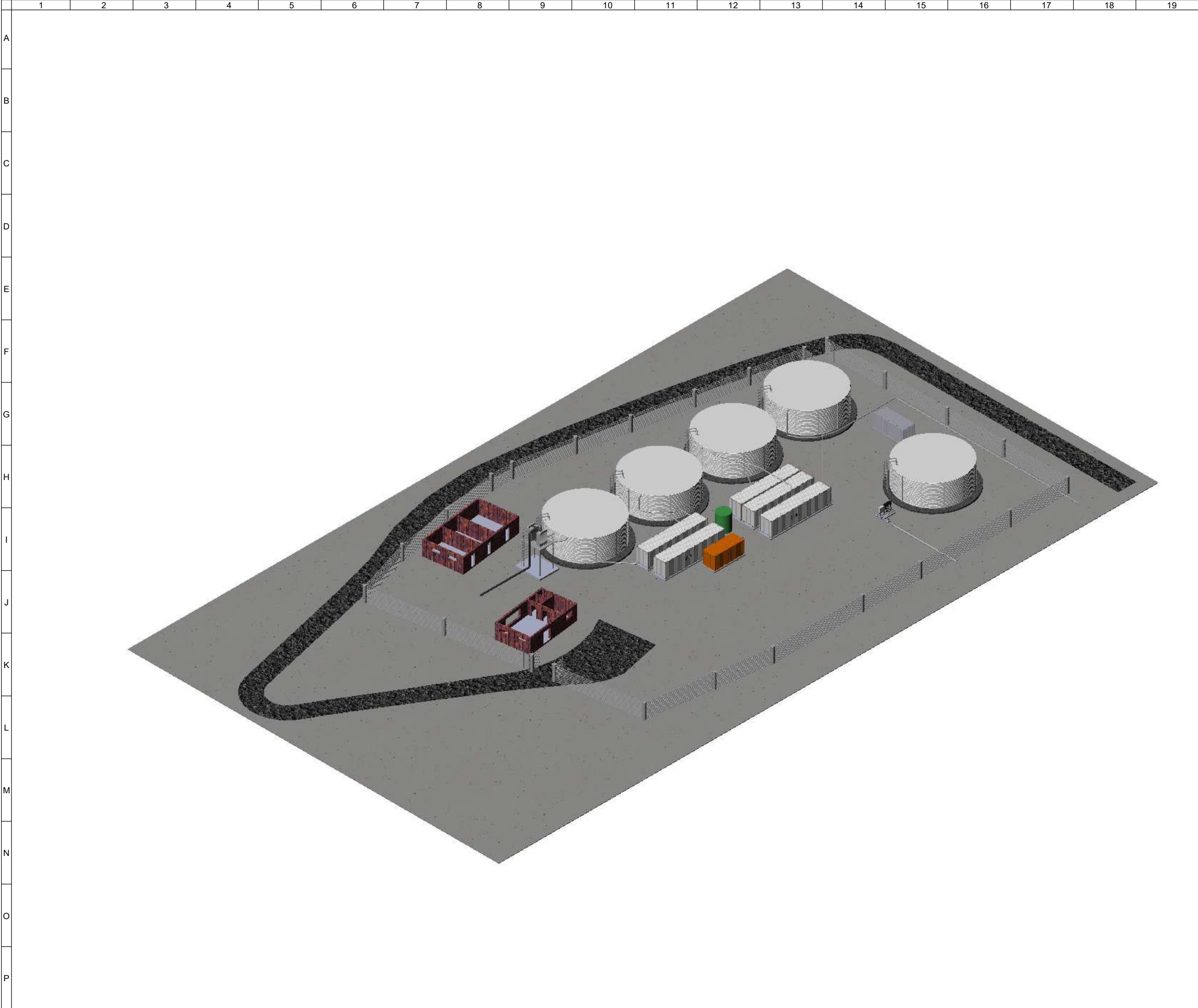
PSC 1 Dismantle and remove existing fence posts

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.				
0		ENQUIRY	.	
A		CLIENT REVIEW	.	
B		CLIENT REVIEW	.	
REV	DATE	DESCRIPTION	NAME	SIGNATURE
			APPROVED	

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