



INDEPENDENT DEVELOPMENT TRUST

BID NO: DOE11NWER026

Request for Quotation

**DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
BOSKUIL COMBINED SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

BIDDER INFORMATION

(Must be completed by Bidder)

Company Name	
Contact Person	
Department of Labour Asbestos Registration No.	
Cell / Tel Number	
E-mail Address	
CSD Number	

INDEPENDENT DEVELOPMENT TRUST

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INDEPENDENT DEVELOPMENT TRUST

T1.1. Invitation to Bid

Notice and Invitation

Documents will be available from the 07 November 2023

BID Enquiries relating to the issues of these documents may be addressed to:

Enquiries	<p>Any queries shall be directed in writing to the IDT and shall be addressed to the contact person/s in the addresses indicated below.</p> <p>Name: Ms. Linnet Barnes Email: linnetm@idt.org.za (08h30 – 17h00 weekdays only)</p> <p>Name: Ms. Noxolo Dikobe Email: noxolod@idt.org.za (08h30 – 17h00 weekdays only)</p> <p>Please note: Enquiries should reach IDT on or before Monday, 23 November 2023.</p>
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BID documents to be submitted at the Tender box of the IDT office:

The Independent Development Trust (IDT)

North West Regional Office

4071 Joules Street

Industrial Site

Mahikeng

2735

Marked confidential and Indicate the Following:

BID No: DOE11NWER026

NAME OF SERVICE PROVIDER

THE BID BOX IS LOCATED AT THE IDT'S MAIN RECEPTION AREA AS PER THE ADDRESS INDICATED ABOVE

BID

Part T1: BID procedures

BID No: DOE11NWER026

T1.1

INDEPENDENT DEVELOPMENT TRUST

T1.2 BID Data

The Standard Conditions of BID make several references to the BID Data for details that apply specifically to this BID. The BID Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of BID. Each item of data given below is cross-referenced to the clause in the Standard Conditions of BID to which it mainly applies.

The additional conditions of BID are:

Clause number	BID Data for: BID No: DOE11NWER026
F.1.1	The employer is the Independent Development Trust
F.1.2	The BID document.
F.1.3	The employer's agent is: Name: KRMS ARCHITECTS 23 Baden Powel Street Mahikeng 2735 info@krmsarchitects.co.za
F.2.1	Only those who are actively registered with the Department of Labour as Asbestos Handling contractors Type 3 are eligible to submit BIDs.
F.2.7	There will be no compulsory briefing
F.2.12	No alternative BID offers will be considered.
F.2.13.3	Parts of each BID offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).
F.2.14	The employer's address for delivery of BID offers and identification details to be shown on each BID offer package are: Location of BID box: Physical address: - The Independent Development Trust (IDT) North West Regional Office 4071 Joules Street Industrial Site Mahikeng 2735 Identification details: BID No: DOE11NWER026

**Title: DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
BOSKUIL COMBINED SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

F.2.15 The closing time for submission of BID offers is as stated in the BID Notice and Invitation to BID.

Closing date: 28 November 2023

Closing time: 12H00

F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed BID offers will not be accepted.

F.2.16 The BID offer validity period is **90 (Ninety) days**.

The contract duration is **2 Months** from date of site handover

F.2.17 The BIDDER is required to submit with his BID a Certificate of Contractor Registration issued by the C; Compensation of Injury Diseases Act Certificate Valid (COIDA) and a valid Tax compliance PIN.

F.3.5 BID offers will only be accepted if the following are submitted

THE EVALUATION OF THIS TENDER WILL BE CARRIED OUT IN THREE (3) PHASES AS FOLLOWS:

PHASE ONE - MANDATORY REQUIREMENTS	
1	Authority to Sign this BID (for companies that has more than one director).
2	Service Providers must be registered on Central Supplier Database (MAAA Number to be used to verify registration)
3	Proof of Valid and Active Asbestos Registration Accreditation
4	Valid COIDA or FEM certificate (certificates recognised by DOL)
5	Fully Completed and Signed form of offer. All blank spaces must be completed.
6	<p>Fully Completed and signed.</p> <ul style="list-style-type: none"> • SBD1: Invitation to BID • SBD4: BID's disclosure • SBD 6.1: Preference points claim form in terms of PPPFA, Procurement Regulations 2022 (newly revised version) <p>All blank spaces must be completed. BIDDER to indicate items that are not applicable</p>
7	Confirmation of addendum (If Applicable)
8	Fully & Duly Completed Detailed Bill of Quantities (BOQ), Written in non – erasable black Ink
9	Bidder must provide proof of accreditation for removal and disposal of Asbestos; the contractor must be authorised to undertake the removal and disposal of Asbestos and must be registered with the Department of Labour designated panel of contractors – Type 3

BID

Part T1: BID procedures

BID No: DOE11NWER026

T1.1

Instruction notes:

- All blank spaces must be completed on all the SBD forms.
- Bidders to indicate items that are not applicable to them on all the forms.
- Bidders are advised to fill in the correct information on all the SBD forms.
- Bidders are encouraged to familiarize themselves with the project site to assist them in planning, pricing, and executing the project.
- All Bidders are required to be registered on CSD (Central Supplier Database) with National Treasury.
- Provide Compliant CSD Registration report with supplier number with your BID.

Non-Compulsory Document, but mandatory to comply at the award stage.

- Tax Compliance Letter with a unique pin
- Central Supplier Database (CSD) Report

Only bidders who met all mandatory requirements will be evaluated further on functionality.

PHASE TWO: FUNCTIONALITY CRITERIA	
Criteria	Points Allocation
A. Relevant Previous Experience on completed projects of a similar nature in the last ten (10) years	35 points
B. Transportation capacity	25 points
C. Qualification and Competency of project key resources	20 points
D. Implementation Plan	20 points
Total	100 points
NB: Minimum qualifying functionality threshold is 70 points out 100	

Supporting Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Clearance, and disposal certificates
- Proof of transportation capacity
- Project key personnel documentation
- Implementation

ALLOCATION OF FUNCTIONALITY POINTS			
A. Relevant Previous Experience on completed projects of a similar nature in the last ten (10) years	Track record (35 Points)		
	Profile or track record of previous work done, to a maximum of 4 projects, all not older than 10 years which must include relevant projects and of similar nature (removal and disposal of asbestos material) To score points bidders must submit EIA clearance certificates and Landfield disposal certificates for completed projects. Failure to submit the above certificates will result in no points being awarded	4 similar projects = 35 points 3 similar projects = 30 points 2 similar projects = 25 points 1 similar project = 20 points 0 similar projects = 0 points	
B. Transportation capacity	Plant (25 Points)		
	Proof of valid ownership(own/rental) for plant (truck/vehicle) permitted for transportation of asbestos material. To score points bidder must submit registration papers for truck/vehicles and a valid permit for transportation of asbestos material .	Own plant (truck/vehicle) = 25 points Rental plant (truck/vehicle) = 15 points	
C. Qualification and Competency of project key resources	Qualification of Key personnel (20 Points)		
	To score points bidder must submit CV's and originally certified qualifications, with certification date being within a period of 6 months on the date of closing bid.		
	Asbestos Supervisor (10 points)	Years of experience	10 years and above = 10 points 5 years and below = 5 points
		OHS related qualification	2 points
	Occupational Health and Safety rep (5 points)	Years of experience	10 years and above = 3 points 5 years and below = 2 points
		First Aid Certificate/Qualification	2 points
First Aider Level 2 (5 points)	Years of experience	10 years and above = 3 points 5 years and below = 2 points	
D. Implementation	IMPLEMENTATION PLAN (20 Points)		

Plan		
	<p>Implementation Plan</p> <p>Points will be awarded to bidders who provides an implementation plan outlining the key project deliverables and runs from the assumed start date and complete within the realistic project duration. The implementation plan must demonstrate the strategy and logistical arrangements on how the bidder is planning to implement the project(s) and deliver/complete the project within the realistic estimated project duration and it must also be project specific.</p> <p>Failure to submit will result in zero points awarded.</p> <p>(NB: Bidders are reminded that penalty clause is applicable in the event that bidders offer unrealistically short duration just to score higher points)</p>	20 points

Only bidders who are competent and who have achieved the minimum functionality threshold of **70 points or higher** will be evaluated on 80/20 (Price / Specific Goals) points based on the Preferential Procurement Regulations of 2022.

PHASE THREE: PREFERENTIAL POINT SYSTEM

The 80/20 Preferential Point System will be applied as per PPPA 2022, where 80 points will be allocated for price and 20 points for specific goals. The estimated value for this project is below R50 000 000 (all applicable taxes included).

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the tenderer)
Women Ownership 100%	6	
Youth Ownership 100%	6	
People with Disabilities Ownership 100%	4	
Black Male Ownership 100%	4	
Total points for Price and SPECIFIC GOALS	100	

Source Documents to be submitted with the Tender:

- CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- Woman (Originally Certified ID Document)
- Youth (Originally Certified ID Document)
- People with Disability (Letter from the Dr. Confirming the Disability)
- Black Ownership (Originally Certified ID Document)

Record of Addenda to BID documents

We confirm that the following communications received from the Employer before the submission of this BID offer, amending the BID documents, have been taken into account in this BID offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed	Date
_____	_____
Name	Position
_____	_____
Identity number	_____
Bidder	_____

INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (INDEPENDENT DEVELOPMENT TRUST (IDT))					
BID NUMBER:	DOE11NWER026	CLOSING DATE:	28 November 2023	CLOSING TIME:	12:00
DESCRIPTION	DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT BOSKUIL COMBINED SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
INDEPENDENT DEVELOPMENT TRUST					
4071 JOULES STREET					
INDUSTRIAL SITE					
MAHIKENG, 2735					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Linnet Barnes		CONTACT PERSON	Noxolo Dikobe	
TELEPHONE NUMBER	012 845 2000		TELEPHONE NUMBER	012 845 2000	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	linnetm@idt.org.za		E-MAIL ADDRESS	noxolod@idt.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
SBD 6.1 REQUIREMENT MUST BE COMPLIED TO CLAIM POINTS ON SPECIFIC GOALS					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest [1] in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

BID

Part T1: BID procedures
BID No: DOE11NWER026

T1.1

4.2.1 If so, furnish particulars:

.....
.....

4.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

4.3.1 If so, furnish particulars:

.....
.....

1. DECLARATION

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

- 5.1 I have read, and I understand the contents of this disclosure;
- 5.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 5.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.
- 5.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the

intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 5.6 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 5.7 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 5.8 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PRICE	80	
SPECIFIC GOALS	20	
TARGETED GROUP		
Women	6	
Youth	6	
People with Disabilities	4	
Black	4	
Total points for Price and SPECIFIC GOALS	100	

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black	2	4		

Source Documents to be submitted with the Bid or BID

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black Ownership (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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C1.1. Form of Offer and Acceptance

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

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

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder 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 Bidder before the end of the period of validity stated in the BID data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name Identity number

Capacity

for the Bidder

(Name and
address of

organization)

Name and
signature of witness

.....

NOTE: Failure of a Bidder to complete and sign this part of the BID form (offer) in full including witnessing will invalidate the BID.

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder 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: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the BID data and any addenda thereto as listed in the BID schedules as well as any changes to the terms of the offer agreed by the Bidder 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 Bidder 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 fulfill 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature	Date
Name	Identity number
Capacity	

for the Employer

INDEPENDENT DEVELOPMENT TRUST
4071 Joules Street
Industrial Site
Mahikeng
2738

Name and	
signature	
of witness	Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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C1.2 Contract Data for DOE11NWER026

The Conditions of Contract are clauses 1 to 30 of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312014;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Condition of Contract:

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C2.1 Pricing Instructions

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition Revised), 2015. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for BIDs. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

7	Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
8	The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
9	Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
10	An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
11	Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
12	The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
13	The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
14	The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
15	Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
16	The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities: <ul style="list-style-type: none"> a) an amount which is not to be varied, namely Fixed (F) b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
17	Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown: <ul style="list-style-type: none"> a) 10 percent is Fixed; b) 15 percent if Value Related c) 75 percent is Time Related.

- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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C2.2 Bills of Quantities (See attachments)

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Item No	Quantity	Rate	Amount
<u>SECTION NO. 1</u>			
<u>BILL NO.1</u>			
<u>PRELIMINARIES</u>			
<u>PREAMBLES FOR TRADES</u>			
<u>MEANING OF TERMS "TENDER / TENDERER"</u>			
Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".			
<u>PRELIMINARIES</u>			
The JBCC principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described			
The JBCC Principal Building Agreement Contract Data form an integral part of this agreement			
The ASQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities			
The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2) shall be deemed to be incorporated in project specific preliminaries, amended as hereinafter described			
The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (July 2007 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities			
Carried Forward		ZAR	
Section No. 1 Bill No. 1 Preliminaries and General			

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<p style="text-align: center;">Brought Forward</p> <p>The contractor is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause</p> <p>The relevant clauses in the above mentioned documents are hereinafter referred to by clause number and heading only</p> <p>Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents</p> <p><u>PREAMBLES FOR TRADES</u></p> <p>The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained</p> <p>Supplementary preambles and/or specifications are incorporated in this Project specific preliminaries to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the General Preambles</p> <p>The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")</p>	<p style="text-align: center;">ZAR</p>
<p style="text-align: center;">Carried Forward</p> <p>Section No. 1 Bill No. 1 Preliminaries and General</p>	<p style="text-align: center;">ZAR</p>

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Brought Forward		ZAR
<p>If Alternative A as set out in clause C 4.0 hereinafter is to be used for the adjustment of the preliminaries each item price is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.</p> <p>Should the contractor select Option A in terms of Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)</p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p> <p><u>SECTION A - PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>Interpretation</u></p> <p>1 Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....</p> <p>2 Clause 2.0 - Law, regulations and notices F:..... V:..... T:.....</p> <p>3 Clause 3.0 - Offer and acceptance F:..... V:..... T:.....</p> <p>4 Clause 4.0 - Cession and assignment F:..... V:..... T:.....</p>		
Carried Forward		ZAR
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Brought Forward		ZAR	
5	Clause 5.0 - Documents F:..... V:..... T:.....	Item	
6	Clause 6.0 - Employer's agents F:..... V:..... T:.....	Item	
7	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	
<u>Insurances and Securities</u>			
8	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	
9	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	
10	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	
11	Clause 11.0 - Securities F:..... V:..... T:.....	Item	
<u>Execution</u>			
12	Clause 12.0 - Obligations of the parties F:..... V:..... T:.....	Item	
13	Clause 13.0 - Setting out The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. F: V:..... T:.....	Item	
14	Clause 14.0 - Nominated subcontractors F:..... V:..... T:.....	Item	
Carried Forward		ZAR	
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Brought Forward			ZAR
15	Clause 15.0 - Selected subcontractors F:..... V:..... T:.....	Item	
16	Clause 16.0 - Direct contractors F:..... V:..... T:.....	Item	
17	Clause 17.0 - Contract instructions F:..... V:..... T:.....	Item	
<u>Completion</u>			
18	Clause 18.0 - Interim completion = n/s subcontract agreement F:..... V:..... T:.....	Item	
19	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	
20	Clause 20.0 - Completion in sections F:..... V:..... T:.....	Item	
21	Clause 21.0 - Defects liability period and final completion F:..... V:..... T:.....	Item	
22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	Item	
23	Clause 23.0 - Revision of date for practical completion F:..... V:..... T:.....	Item	
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	
Carried Forward			ZAR
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	Brought Forward		ZAR
25	<p>Clause 19.0 - Temporary works and plant</p> <p><u>User note?</u></p> <p><i>Insert details against this clause for any of the following where specifically required</i></p> <p>Subclause 19.1.1 - <i>Enclosure of the works</i></p> <p>Subclause 19.1.2 - <i>Office accommodation</i></p> <p>Clause 19.2 - <i>Notice boards</i></p> <p>F:..... V:..... T:.....</p>	Item	
26	<p>Clause 23.0 - Contractor's domestic subcontractors</p> <p>F:..... V:..... T:.....</p>	Item	
27	<p>Clause 11.0 - Special insurances</p> <p>F:..... V:..... T:.....</p>	Item	
28	<p>Clause 16.0 - Site and access</p> <p><u>User note</u></p> <p><i>Insert details against this clause for any of the following where specifically required</i></p> <p>Clause 16.7 - <i>Known services</i></p> <p>Clause 16.8 - <i>Protection of trees</i></p> <p>F:..... V:..... T:.....</p>	Item	
29	<p>Clause 6.0 - Contractor's site representative</p> <p>F:..... V:..... T:.....</p>	Item	
30	<p>Clause 7.0 - Compliance with laws and regulations</p> <p>F:..... V:..... T:.....</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1</p> <p>Bill No. 1</p> <p>Preliminaries and General</p>		

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	Brought Forward		ZAR	
	<u>Payment</u>			
31	Clause 25.0 - Payment F:..... V:..... T:.....	Item		
	<u>Objective (A2)</u>			
32	Clause 26.0 - Adjustment to the contract value and final account F:..... V:..... T:.....	Item		
33	Clause 27.0 - Recovery of expense and or loss F:..... V:..... T:.....	Item		
34	Clause 34.0 - Final account and final payment F:..... V:..... T:.....	Item		
35	Clause 35.0 - Payment to other parties F:..... V:..... T:.....	Item		
	<u>Suspension and Termination</u>			
36	Clause 28.0 - Suspension by the contractor F:..... V:..... T:.....	Item		
37	Clause 29.0 - Termination F:..... V:..... T:.....	Item		
38	Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....	Item		
	Carried Forward		ZAR	
	Section No. 1 Bill No. 1 Preliminaries and General			

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	Brought Forward		ZAR	
39	<p>Clause 39.0 - Termination - cessation of the works</p> <p>F:..... V:..... T:.....</p> <p><u>Dispute Resolution</u></p>	Item		
40	<p>Clause 30.0 - Dispute resolution F:..... V:..... T:.....</p> <p><u>Agreement</u></p>	Item		
41	<p>No Clause</p> <p>The agreement comprises the entire contract between the parties. No representations, terms, conditions or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the parties.</p> <p><u>User note</u></p> <p><i>All information for this clause requires consultation with the contractor. The principal agent should not pre-select any of the alternatives available to the contractor</i></p>	Item		
42	<p>Clause 42.0 - Contractual agreement</p> <p>The required information of the contracting parties and the amount of the accepted contract sum shall be inserted in the contractual agreement for signature of the agreement by the contracting parties</p>	Item		
	Carried Forward		ZAR	
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>			

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	Brought Forward		ZAR
	<u>SECTION B - GENERAL PRELIMINARIES</u>		
	<u>Definitions and interpretation</u>		
43	1.1 - Definitions F:..... V:..... T:.....	Item	
44	1.2 - Interpretation F:..... V:..... T:.....	Item	
	<u>Documents</u>		
45	2.1 - Checking of documents F:..... V:..... T:.....	Item	
46	2.2 - Provisional bills of quantities N/A		
	F:..... V:..... T:.....	Item	
47	2.3 - Availability of construction information F:..... V:..... T:.....	Item	
48	2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item	
	<u>Previous work and adjoining properties</u>		
49	3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	
50	3.2 - Previous work - defects F:..... V:..... T:.....	Item	
51	3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item	
	Carried Forward		ZAR
	Section No. 1 Bill No. 1 Preliminaries and General		

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	Brought Forward		ZAR	
60	5.3 Technical meetings F:..... V:..... T:.....	Item		
	<u>Samples, shop drawings etc</u>			
61	6.1 - Samples of materials F:..... V:..... T:.....	Item		
62	6.2 - Workmanship samples F:..... V:..... T:.....	Item		
63	6.3 - Shop drawings F:..... V:..... T:.....	Item		
64	6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item		
	<u>Deposits and fees</u>			
65	7.1 - Deposits and fees F:..... V:..... T:.....	Item		
	<u>Temporary services</u>			
66	8.1 - Water F:..... V:..... T:.....	Item		
67	8.2 - Electricity F:..... V:..... T:.....	Item		
68	8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item		
69	8.4 - Communication facilities F:..... V:..... T:.....	Item		
	<u>Prime cost amounts</u>			
70	9.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item		
	Carried Forward		ZAR	
	Section No. 1 Bill No. 1 Preliminaries and General			

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	Brought Forward		ZAR
	<u>Attendance on subcontractors</u>		
71	10.1 - General attendance		
	<u>User note?</u>		
	<i>General attendance is defined in the n/s subcontract agreement</i>		
	Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately		
	F:..... V:..... T:.....	Item	
72	10.2 - Special attendance		
	<u>User note?</u>		
	<i>General attendance is defined in the n/s subcontract agreement</i>		
	Insert details against this clause or where provisional sums are stated for any special attendance where specifically required for each n/s subcontractor separately		
	F:..... V:..... T:.....	Item	
	<u>General</u>		
73	11.1 - Protection of the works F:..... V:..... T:.....	Item	
74	11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	
75	11.3 - Security of the works F:..... V:..... T:.....	Item	
76	11.4 - Notice before covering work F:..... V:..... T:.....	Item	
	Carried Forward		ZAR
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Brought Forward			ZAR
77	11.5 - Disturbance F:..... V:..... T:.....	Item	
78	11.6 - Environmental disturbance F:..... V:..... T:.....	Item	
79	11.7 - Works cleaning and clearing F:..... V:..... T:.....	Item	
80	11.8 - Vermin F:..... V:..... T:.....	Item	
81	11.9 - Overhand work F:..... V:..... T:.....	Item	
82	Clause 9.10 Enclosure of works F: V: T:	Item	
83	Clause 9.11 Sheds F: V: T: The contractor shall provide, maintain, and remove on completion of the works temporary sheds for the proper storage of materials	Item	
84	11.10 Tenant installations by direct contractors F: V: T: The contractor shall provide, maintain and remove on completion of the work an office for the exclusive use of the Representative/Agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board, and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times	Item	
85	11.11 Advertising F: V: T:	Item	
Carried Forward			ZAR
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	Brought Forward		ZAR
	<p>The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works Scaffolding will not be permitted to be erected from buildings on adjacent premises</p>		
86	<p>Clause 9.14 - Notice Board</p> <p>F: V: T:</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge</p> <p>The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted sans serif lettering</p> <p>Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent</p>	Item	
87	<p>Clause 9.10 Enclosure of works</p> <p>F: V: T:</p>	Item	
88	<p>Sheds</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain, and remove on completion of the works temporary sheds for the proper storage of materials</p>	Item	
89	<p>Office for the representative / agent</p> <p>F: V: T:</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

	Brought Forward		ZAR
	<p>The contractor shall provide, maintain and remove on completion of the work an office for the exclusive use of the Representative/Agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board, and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times</p>		
90	<p>Plant and Scaffolding</p> <p>F: V: T:</p> <p>The contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the works Scaffolding will not be permitted to be erected from buildings on adjacent premises</p>	Item	
91	<p>Notice Board</p> <p>F: V: T:</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge</p> <p>The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted sans serif lettering</p> <p>Sub-contractor's individual boards will be allowed on the site subject to the written approval of the Representative/Agent</p>	Item	
	Carried Forward		ZAR
	<p>Section No. 1 Bill No. 1 Preliminaries and General</p>		

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

Brought Forward		ZAR	
<u>Schedule of variables</u>			
<p>Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract</p>			
<p>- Provisional bills of quantities [clause 2.2] The quantities are provisional</p>	No		
<p>- Availability of construction documentation [clause 2.3] Construction documentation is complete</p>	Yes		
<p>- Previous work - dimensional accuracy [clause 3.1]</p>			
<p>- Previous work - defects [clause 3.2]</p>			
<p>- Inspection of adjoining properties [clause 3.3]</p>			
<p>- Water [clause 8.1]</p>			
<p>Option A (by contractor)</p>	yes		
<p>Option B (by employer - free of charge)</p>	no		
<p>Option C (by employer - metered)</p>	no		
<p>- Electricity [clause 8.2]</p>			
<p>Option A (by contractor)</p>	yes		
<p>Option B (by employer - free of charge)</p>	no		
<p>Option C (by employer - metered)</p>	no		
Carried Forward			ZAR
<p>Section No. 1 Bill No. 1 Preliminaries and General</p>			

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

Brought Forward		ZAR	
-	Ablution and welfare facilities [clause 8.3]		
	Option A (by contractor)	yes	
	Option B (by employer)	no	
-	Communication facilities [clause 8.4]		
	Telephone	yes	
	Facsimile	yes	
	E-mail	yes	
-	Protection of the works [clause 11.1]		
-	Protection/isolation of existing works and works occupied in sections [clause 11.2] Protection/isolation is required	Yes	
-	Disturbance [clause 11.5]		
-	Environmental disturbance [clause 11.6]		
Carried Forward		ZAR	
Section No. 1 Bill No. 1 Preliminaries and General			

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

Brought Forward		ZAR
<u>SECTION C - SPECIFIC PRELIMINARIES</u>		
<u>User note</u>		
<i>Selected examples of typical clauses are provided to indicate ways of describing such clauses. Users must delete, adapt or add to these examples to suit their particular circumstances</i>		
92	Site instructions Instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor F:..... V:..... T:.....	Item
93	Warranties for material and workmanship Where warranties for materials and/or workmanship are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor F:..... V:..... T:.....	Item
Carried Forward		ZAR
Section No. 1 Bill No. 1 Preliminaries and General		

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

	Brought Forward		ZAR
94	Co-operation of contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedure to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors F:..... V:..... T:.....	Item	
95	Propping of floors below The contractor is advised that propping of floors below may be required if he wishes to use any areas of completed suspended reinforced concrete slabs for vehicle access, storage of materials and goods and location of plant, scaffolding, etc. The location of these areas and any necessary propping shall be approved by the principal agent and the cost thereof shall be borne by the contractor F:..... V:..... T:.....	Item	
96	Testing of windows for watertightness Each window shall be tested for watertightness with water sprayed on using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure shall be boosted by means of compressed air or other approved means F:..... V:..... T:.....	Item	
	Carried Forward		ZAR
	Section No. 1 Bill No. 1 Preliminaries and General		

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

	Brought Forward		ZAR
97	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept "ponded" for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:..... T:.....	Item	
	<u>LABOUR DESK</u>		
98	The contractor shall establish a labour desk on site with a dedicated office with and including a desk 2 chairs and electricity. From the labour desk (CLO), the contractor will appoint a dedicated community liaison officer at a monthly gross remuneration as indicated, subject to all statutory deductions. The community liaison officer will be employed by and will report to the contractor, who will in turn forward such reports to the Principal Agent. F:..... V:..... T:.....	Item	
	<u>HEALTH AND SAFETY ACT (Act 85 of 1993)</u>		
99	Compliance with the Occupational Health and safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Health & Safety Act (Act 85 of 1993) (as amended) for the duration of the contract.	Item	
100	Provision of OH & S plan prior to commencement of works as well as a full consolidated copy of such plan at the completion of construction work inclusive of a record of all drawings, designs, copies of statutory appointments, material used and other similar information concerning completed contract	Item	
101	Implementation of Approved OHS plan for duration of contract, including daily/ weekly inspections, monthly meeting, required audits, consolidated health and safety file, etc.	Item	
	Carried Forward		ZAR
	Section No. 1 Bill No. 1 Preliminaries and General		

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NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL

Item No	Quantity	Rate	Amount
<u>SECTION NO. 2</u>			
<u>BILL NO. 1</u>			
<u>REMOVAL, AND DISPOSAL OF ASBESTOS MATERIAL (PROVISIONAL)</u>			
<u>PREAMBLES</u>			
For Preambles refer to "General Specification of Labour and Material and Methods to be used PW371"			
<u>View site</u>			
Before submitting his tender the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
<u>Compliance</u>			
Comply with Occupational Health and Safety Act (OHS Act 85 of 1993) and Asbestos Abatement Regulation of 2020, National Environmental Management: Waste Act 59 of 2008; Construction Regulation 2003; National Environmental Management: Air Quality Act 39 of 2004			
<u>Compliance</u>			
Allow for all necessary Protective Equipment approved by Chief Inspector			
Demolition Equipment shall be suitable for the works required and adhere to all safety and legislative requirements			
Adhere with and comply with approved removal and disposal methods as required by the Chief Inspector in the Department of Labour			
Carried Forward		ZAR	
Section No. 2 Bill No. 1 Removal and Disposal of Asbestos Structures			

NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL

Brought Forward		ZAR
<u>General</u> Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the principal agent Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site		
Carried Forward		ZAR
Section No. 2 Bill No. 1 Removal and Disposal of Asbestos Structures		

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

Brought Forward			ZAR
<u>REMOVAL AND DISPOSAL OF EXISTING WORK</u>			
1	Dismantling and removal of asbestos cement roof sheeting, wall panels and all asbestos contaminated structures.	m2	317
2	Treatment of asbestos waste material.	m2	317
3	Carefully collect all asbestos cement waste material and cart off site to a commercial site identified by the contractor and approved by the client. Contractor to ensure that transportation is in an approved vehicle to avoid contamination whilst enroute to disposal site	t	3,17
<u>Strict compliance with Health and Safety Requirements in the handling of asbestos</u>			
4	Allow for ensuring compliance with Asbestos Abatement Regulation of 2020 published under Government Gazette R1196 in GG 43893 of 10 November 2020	Item	
Carried to Final Summary			ZAR
Section No. 2			
Bill No. 1			
Removal and Disposal of Asbestos Structures			

NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL

Item No		Quantity	Rate	Amount
	<u>SECTION NO 3</u>			
	<u>BILL NO. 1</u>			
	<u>GENERAL SITE WORKS</u>			
	<u>STANDARD PREAMBLES</u>			
	The contractor is referred to the Model Preambles for Trades (2008 edition) as issued the Association of South African Quantity Surveyors before pricing this bill			

	<u>EARTHWORKS</u>			
	<u>Site clearance</u>			
1	Clear area of the site to be built upon including digging up and removing rubbish, debris, vegetation, hedges, boulders, shrubs and trees with trunk not exceeding 200mm girth	m2	280	
	<u>Excavations</u>			
2	Open face excavation in earth to reduce levels	m3	65	
	<u>Extra over trench and hole excavations in earth for excavation in</u>			
3	Soft rock	m3	11	
4	Hard rock	m3	6	
	<u>Extra over all excavations for carting away</u>			
5	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles on site to a dumping site to be located by the Contractor	m3	25	
	<u>Keeping excavations free of water</u>			
6	Allow for keeping excavations free of all water other than subterranean water	Item		
	Carried Forward		ZAR	
	Section No. 3			
	Bill No. 1			
	External Works			

**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

Brought Forward			ZAR
<u>Earth filling of G7 material supplied by the contractor compacted to 95% Mod AASHTO density</u>			
7	Oversite to make up level compacted in 150mm thick layers	m3	109
<u>Compaction of surfaces</u>			
8	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	280
<u>Prescribed density tests on filling</u>			
9	Modified AASHTO density test	No	11
<u>SOIL POISONING</u>			
<u>Soil insecticide</u>			
10	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m2	280
Carried to Final Summary			ZAR
Section No. 3			
Bill No. 1			
External Works			

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**NORTH WEST PROVINCE
DEMOLITION AND REMOVAL OF ASBESTOS BUILDINGS
BOSKUIL COMBINED SCHOOL**

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	21	
2	Removal and disposal of Asbestos structures	24	
3	External Works	26	
4	Provisional Sums	27	
	Sub Total		ZAR
	<u>COMMUNITY LIAISON OFFICER</u>		
	Provide the amount of R15000.00 (Fifteen thousand Rand) for the services of the community liaison officer.	Item	
	<u>PROJECT STEERING COMMITTEE</u>		
	Provide the amount of R5,000.00 (Five Thousand Rand) for the appointment of Project Steering Committee	Item	
	Sub Total		ZAR
	Value Added Tax @ 15%		ZAR
	Carried to Form of Tender		ZAR

INDEPENDENT DEVELOPMENT TRUST

DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT BOSKUIL COMBINED SCHOOL IN THE NORTH WEST PROVINCE FOR THE DEPARTMENT OF EDUCATION

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The primary objective of the employer is to appoint a contractor for the Demolition, Removal and disposal of Asbestos structures at Boskuil Combined School in the North west province.

The contractor must ensure compliance with the Asbestos Disposal Act and Health and Safety protocols.

a) BOSKUIL COMBINED SCHOOL

Asbestos Buildings to be demolished

No.	Description	Qty	Area (m ²)	Total Area (m ²)
1	4 classroom block	1	165	165
2	Grade R classroom	1	152	152

1.2 Location of the works

a) *Boskuil Combined School:*

The project is located at Maquassie Hill in Dr Kenneth Kaunda District Municipality, North West Province.
Site Coordinates: Latitude. 27°24'43''S 25°52'47''E.

Temporary works

To be communicated to the winning Bidder before construction commences

2 DRAWINGS

N/A

3 Subcontracting

3.2

3.2.1 Scope of mandatory subcontract work

As per the mandatory sub-contracting clause, the Contractor must not sub-contract more than 25%, 10% of which should be allocated to the IDT CDP contractors between 2GB and 3GB (list per cluster will be provided upon appointment).

The Contractor shall without delay enter into contracts with the Domestic Subcontractors as submitted on the returnable schedule and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

3.2.2 Preferred subcontractors / suppliers

3.2.3 Subcontracting procedures

See items 3.2.1 and 3.2.2 as well as BID data

3.2.4 Attendance on subcontractors

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

5.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4.6 Addenda

DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The primary objective of the employer is to appoint a contractor for the Demolition, Removal and disposal of asbestos structures at Boskuil Combined School in the north west province for the department of education

1.2 The scope of works is for Demolition, Removal and Disposal of Asbestos Structures at Boskuil Combined School in The North West Province for The Department of Education

INDEPENDENT DEVELOPMENT TRUST

**DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
BOSKUIL COMBINED SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

C4 Site Information

PROJECT NAME	LOCATION	LATITUDE	LONGITUDE
BOSKUIL COMBINED SCHOOL	MAQUASSIE HILL	27°24'43''S	25°52'47''E

ADDENDUM A

Contract

BID No: DOE11NWER026

**Addendum A
Occupational Health and Safety Regulations**

ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE

DEPARTMENT OF LABOUR

No. R.

7 February 2014

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2014

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

Contract

BID No: DOE11NWER026

**Addendum A
Occupational Health and Safety Regulations**

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2014

NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

(b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____

3.(a) Name and postal address of client:

(b) Name and tel no of client's contact person or agent:

4.(a) Name and postal address of designer(s) for the project:

(b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1). _____

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____

10. Expected completion date: _____

11. Estimated maximum number of persons on the construction site.

Contract

BID No: DOE11NWER026

Addendum A
Occupational Health and Safety Regulations

12. Planned number of contractors on the construction site accountable to principal contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

Contract

BID No: DOE11NWER026

Addendum A
Occupational Health and Safety Regulations

ADDENDUM B

Occupational Health and Safety Specification

**DEMOLITION, REMOVAL AND DISPOSAL OF ASBESTOS STRUCTURES AT
BOSKUIL COMBINED SCHOOL IN THE NORTH WEST PROVINCE FOR THE
DEPARTMENT OF EDUCATION**

INDEPENDENT DEVELOPMENT TRUST

(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

The Independent Development Trust (IDT)
North West Regional
4071 Joules Street
Industrial Site
Mahikeng
2735

ADDENDUM “A”

**PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT
1993**

Contract

BID No: DOE11NWER026

**Addendum B
Occupational Health and Safety Specification**

PRO-FORMA AGREEMENT IN TERMS OF

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to,

the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

(f) Forward “safety meeting” minutes to the representative/Agent.

For the Employer: _____ Date: _____

Witnesses: 1) : _____ 2) _____

For the Contractor: _____ Date: _____

Witnesses: 1) : _____ 2) _____

ADDENDUM “B”

NOTIFICATION OF CONSTRUCTION WORK

Contract

BID No: DOE11NWER026

**Addendum B
Occupational Health and Safety Specification**

NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2014)

1. CONTRACTOR

1.1 Name and postal address of Contractor:

1.2 Name and telephone number of Contractor's contact person :

1.3 Contractor's compensation registration number :

1.4 Name and telephone number of Contractor's Construction Supervisor :

1.5 Physical address of the construction site or site office:

1.5 Estimated number of persons on the construction site:

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor:

2. EMPLOYER

2.1 Name and postal address of Employer :

2.2 Name and telephone number of Employer's Principal Agent:

3. DESIGN CONSULTANTS

3.1 Name and postal address of OHS consultants:

3.1.1 Occupational Health and Safety

To be advised

3.1.2 Other (if any):

3.2 Name and telephone number of design consultant's contact person:

3.2.1 Construction project managers/ Principal Agent:

3.2.2 Architects:

3.2.3 Structural engineer :

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Other (if any):

4. THE WORKS

Nature of the works:

Commencement date:

Completion date:

Contractor: _____ Date: _____

Employer: _____ Date: _____

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

ADDENDUM C

Environmental Management Plan

TO BE PROVIDED BY THE SUCCESSFUL BIDDER

Addendum I

ADDENDUM I

Drawings

Addendum J

ADDENDUM J

ASBESTOS ABATEMENT REGULATIONS, 2020

Published under

Government Notice R1196 in GG 43893 of 10 November 2020

SCHEDULE

Contents

1. Definitions
2. Scope of application
3. Identification of asbestos in place
4. Inventory of asbestos in place
5. Asbestos risk assessment
6. Asbestos management plan
7. Information, instruction and training
8. Duties of persons who may be exposed
9. Control of exposure to asbestos
10. Notification of asbestos work
11. Duties of asbestos client for asbestos work
12. Duties of registered asbestos contractor for asbestos work
13. Duties of approved inspection authorities for asbestos work
14. Disputes
15. Plan of work
16. Air monitoring
17. Medical surveillance
18. Regulated asbestos area
19. Personal protective equipment and facilities
20. Labelling and signage
21. Disposal of asbestos
22. Asbestos clearance certificate
23. Records
24. Prohibition
25. Offences and penalties
26. Repeal of regulations
27. Short title

ANNEXURE 1: Asbestos warning labels and signs

ANNEXURE 2: Notification of asbestos work

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act has the meaning so assigned and, unless the context otherwise indicates—

"approved plan of work" means a written site-specific methodology as contemplated in regulation 15 that is at least co-signed by the asbestos client, registered asbestos contractor and approved inspection authority;

"asbestos" means the following fibrous silicates:

- (a) Asbestos actinolite, CAS No. 77536-66-4;
- (b) asbestos grunerite (amosite), CAS No. 12172-73-5;
- (c) asbestos anthophyllite, CAS No. 77536-67-5;
- (d) chrysotile, CAS No. 12001-29-5 or CAS No. 132207-32-0;
- (e) crocidolite, CAS No. 12001-28-4;
- (f) asbestos tremolite, CAS No. 77536-68-6; and
- (g) any mixture containing these fibrous silicates;

"asbestos cement products" means a range of building materials that were manufactured using moulding and compression techniques, consisting of a hardened mixture of asbestos fibres, cement and water;

"asbestos clearance certificate" means a written document verifying that the regulated asbestos fibre concentration in the air meets the clearance indicator;

"asbestos client" means any person for whom asbestos work is performed;

"asbestos coating" means a surface coating which contains asbestos for fire protection, heat insulation or sound insulation, but does not include textured decorative coatings;

"asbestos-containing material" means asbestos as well as any material that contains asbestos and includes asbestos cement products, asbestos coating, asbestos insulation board, asbestos insulation, asbestos textured decorative coatings, asbestos contaminated soil and other asbestos-containing materials;

"asbestos disposal site" means a site specifically designated for the purpose of asbestos disposal in terms of the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008);

"asbestos dust" means airborne or settled dust, which contains or is likely to contain regulated asbestos fibres;

"asbestos in place" includes any asbestos, asbestos cement products, asbestos coatings, asbestos-containing material, asbestos dust, asbestos insulation, asbestos insulation board and asbestos waste at the workplace;

"asbestos insulation" means any asbestos-containing material, which is used for thermal, acoustic or other insulation purposes, including fire protection, except—

- (a) asbestos cement, asbestos coating or asbestos insulating board;
or
- (b) any article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

"asbestos insulating board" means any flat sheet, tile or building board consisting of a mixture of asbestos and cement or any other material, but which is not—

- (a) asbestos coating; or
- (b) an article of bitumen, plastic, resin or rubber, which contains asbestos and which thermal and acoustic properties are incidental to its main purpose;

"asbestos removal site" means a workplace where asbestos removal work is performed;

"asbestos removal supervisor" means a competent person responsible for supervision of physical asbestos work processes and coordination of asbestos removal on an asbestos removal site;

"asbestos risk assessment" means a risk assessment and risk categorisation of potential exposure to asbestos dust;

"asbestos waste" means an undesirable or superfluous asbestos or asbestos-containing product or by-product or the undesirable or superfluous asbestos or asbestos-containing emission or residue of any process or activity, which has been—

- (a) discarded by any person; or

- (b) accumulated and stored temporarily with the purpose of discarding it, with or without prior treatment connected with the discarding thereof;

"asbestos work" means work that exposes or is likely to expose an employee to asbestos dust, including transporting, storing, removing, handling, treating, repairing and disposing of asbestos;

"CAS No." means the Chemical Abstracts Service Registry Number;

"Chief Director: Provincial Operations" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003, published as Government Notice R.929 in *Gazette* No. 25129 of 25 June 2003;

"clearance indicator" means the measured airborne concentration of regulated asbestos fibres is less than 0,01 fibres per millilitre (f/ml), as measured in accordance with HSG 248 or an equivalent method;

"competent person" means a person who—

- (a) has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications specific to asbestos work or related tasks: Provided that, where appropriate qualifications and training are registered in terms of the National Qualifications Framework Act, 2008 (Act No. 67 of 2008), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) is familiar with the Act and the applicable regulations made under the Act;

"demolition work" means a method to dismantle, wreck, break, pull down or knock down a structure or part thereof by way of manual labour, machinery or the use of explosives;

"environmental air monitoring" includes static air monitoring for regulated fibres conducted downwind from outdoor type 2 asbestos work or outside asbestos enclosures where type 3 asbestos work is performed or in any area where there is the potential for asbestos contamination;

"exposed to asbestos" means exposed or likely to be exposed to asbestos dust while at the workplace, and **"exposure"** has a corresponding meaning;

"HSG 248" means Health and Safety Guidance 248: Asbestos – The Analysts' Guide for Sampling, Analysis and Clearance Procedures, published in 2005, or latest update;

"incidental asbestos exposure" means unintentional exposure to airborne asbestos at a workplace where asbestos is present;

"non-asbestos-related work" includes work performed in the vicinity of asbestos-containing materials or asbestos cement products, but excludes work performed on or with asbestos-containing materials or asbestos cement products;

"OEL" means the occupational exposure limit, the value of which is set by the Minister, for a stress factor in the workplace;

"OEL for asbestos" means an occupational exposure limit of 0,1 regulated asbestos fibres per millilitre of air measured in accordance with HSG 248;

"registered asbestos contractor" means either a contractor, a mandatory or an employer who conducts type 2 asbestos work or type 3 asbestos work or asbestos removal work, who is registered with the chief inspector;

"regulated asbestos area" means an area demarcated and controlled as contemplated in regulation 18;

"regulated asbestos fibre" means a particle of asbestos with a length-to-diameter ratio greater than 3 to 1, a length greater than 5 micrometres and a diameter less than 3 micrometres;

"removal of asbestos" means all tasks included in the process of removing asbestos from the location specified in the inventory of asbestos in place to the final disposal site;

"repair of asbestos-containing materials" means restoring asbestos-containing materials to a safe condition, after damage, using non-destructive methods in a manner that does not cause the release of asbestos fibres;

"respiratory protective equipment" means a device which is worn over at least the mouth and nose to control the inhalation of air that is not safe;

"risk categorisation" means the grouping and ordering of potential asbestos exposure risks as contemplated in regulation 5(3);

"short-term exposure limit" means a short-term exposure limit of 0,6 regulated asbestos fibres per millilitre of air, measured over a continuous 10-minute period;

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

"type 1 asbestos work" means—

- (a) painting of asbestos cement products in a manner that does not require surface preparation and does not cause the release of asbestos fibres; or
- (b) the removal of less than 10 square metres of asbestos cement products or equivalent gutters and piping or asbestos insulating board, where removal work may not be repeated on the same site within a period of six months; and,

does not require registration as a registered asbestos contractor with the chief inspector;

"type 2 asbestos work" means—

- (a) the repair or encapsulation of asbestos cement products in a manner that does not require surface preparation; or
- (b) the removal of asbestos cement products or asbestos insulating board; and,

requires registration as a type 2 registered asbestos contractor with the chief inspector;

"type 3 asbestos work" means—

- (a) the removal, repair or encapsulation of any asbestos and asbestos-containing material; and,

requires registration as a type 3 registered asbestos contractor with the chief inspector;

"UN Transport of Dangerous Goods" means the UN Recommendations on the Transport of Dangerous Goods – Model Regulations, Volumes 1 and 2, which are guidance documents developed by the United Nations to harmonise dangerous

goods transport regulations, may be updated from time to time, and are commonly known as the UN Orange Book.

Scope of application

2. (1) Subject to subregulation (2), these Regulations apply to every employer and self-employed person who may expose any person to asbestos dust at the workplace.

(2) Regulations 5(2), 8(1), 9(4), 12(3)(d), 16(4), 17 and 23 do not apply to self-employed persons.

Identification of asbestos in place

3. An employer or self-employed person must, as far as is reasonably practicable—

- (a) ensure that all asbestos-containing materials at the workplace are identified by a competent person;
- (b) if it is uncertain whether the suspected material contains asbestos, either deem the material to be asbestos-containing material or arrange for a sample of that material to be analysed for the presence of asbestos by a laboratory competent to carry out such analyses;
- (c) if part of the workplace is inaccessible and considered by a competent person as likely to contain asbestos, assume that asbestos is present in that area;
- (d) if no asbestos is identified as per subregulations (a), (b) and (c), ensure that the asbestos-free status of the workplace is substantiated in writing by a competent person: Provided that subregulation (d) does not apply to an employer who occupies or uses a structure as defined in the Construction Regulations, 2003, published as Government Notice R.1010 in *Gazette* No. 25207 of 18 July 2003, where construction commenced at least three years after promulgation of the Regulations for the Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007, published as

Government Notice R.341 in *Gazette* No. 30904 of 28 March 2008, under section 24B of the Environment Conservation Act, 1989 (Act No. 73 of 1989).

Inventory of asbestos in place

4. (1) An employer or self-employed person must obtain the services of a competent person to ensure that all materials identified as, or assumed to be, asbestos-containing material, as contemplated in regulation 3, are entered into an inventory of asbestos in place, which is kept at the workplace or premises.

(2) With regard to any disagreement as to whether any substance is in fact asbestos, the health and safety representative, health and safety committee or a person nominated by the employees may require that a sample of that substance be taken and definitive identification of the substance be determined by an approved inspection authority, provided that the cost of the identification is borne by the employer.

(3) The inventory of asbestos in place must contain, as far as is reasonably practicable, the following information about each of the asbestos-containing materials-

- (a) The date on which the material was identified;
- (b) a description of the material, quantity and extent of deterioration;
- (c) the location as detailed on a floor plan;
- (d) confirmation of labelling and signage as required by regulation 20;
- (e) the risk categorisation derived from the asbestos risk assessment as detailed in regulation 5(3); and
- (f) a description of potential exposure scenarios as required in regulation 6(2)(b).

(4) The employer or self-employed person must ensure that a competent person reviews and, if necessary, revises the inventory of asbestos in place for the workplace at intervals not exceeding 24 months.

(5) The inventory of asbestos in place should be revised more frequently if—

- (a) further asbestos-containing material is identified; and
- (b) the asbestos-containing material has deteriorated significantly or is removed, damaged, sealed, coated or encapsulated.

(6) Where the removal of asbestos or repair of asbestos-containing material is planned, information in the inventory of asbestos in place must be adequately detailed with respect to the work to be carried out.

(7) The employer, self-employed person or asbestos client must ensure that a copy of the inventory of asbestos in place, or relevant part thereof, is—

- (a) given to the mandatory before any asbestos removal or repair work commences;
- (b) given to the registered asbestos contractor and approved inspection authority before asbestos removal or repair work commences;
- (c) readily accessible to employees and health and safety representatives at the workplace;
- (d) in the case of transfer of ownership, provided to the new owner of the premises; and
- (e) given to the approved inspection authority before asbestos removal or repair work commences.

(8) The mandatory who carries out the removal of asbestos or the repair of asbestos-containing material at a workplace must—

- (a) obtain a copy of the inventory of asbestos in place from the employer, self-employed person or asbestos client; and
- (b) if suspected asbestos-containing materials are located on the structure, plant or machinery, inform the employer, self-employed person or asbestos client who must ensure that a competent person determines whether the substance in question is asbestos-containing material.

(9) In the event of work carried out at a workplace and potential exposure to airborne asbestos—

- (a) the employer, self-employed person or asbestos client, as the case may be, must ensure that the person authorising such work is given a copy of the inventory of asbestos in place;

- (b) the person authorising the work as contemplated in subregulation (a), from the inventory of asbestos in place, must determine what future task and incident-related potential exposure scenarios are applicable to the work, including identifying recommended controls; and
- (c) the employer, self-employed person or asbestos client, as the case may be, must ensure that the recommended controls are implemented with regard to the work.

(10) All asbestos-containing material listed in the inventory of asbestos in place, as required by subregulation (3), must be clearly labelled or provided with signage in accordance with regulation 20.

Asbestos risk assessment

5. (1) If asbestos is identified in terms of regulation 3, then the employer or self-employed person must ensure that an asbestos risk assessment is carried out, as far as is reasonably practicable, immediately by a competent person and thereafter at intervals not exceeding 24 months.

(2) An employer contemplated in subregulation (1) must, before causing an asbestos risk assessment to be made, consult with the relevant health and safety representative or relevant health and safety committee and inform them in writing of the arrangements made for the asbestos risk assessment, give them reasonable time to comment thereon, and ensure that the results of the asbestos risk assessment are made available to them for comment.

(3) The asbestos risk assessment must, as an outcome, have a risk categorisation based on the potential for exposure to asbestos for each item of asbestos-containing material, which must be derived from the following:

- (a) The health impacts of asbestos;
- (b) the number of persons potentially exposed at the workplace;
- (c) the potential for damage or disturbance of asbestos-containing materials at the workplace, also by maintenance activities, potential incidents and normal occupant activities; and
- (d) the condition of asbestos-containing material, including state of deterioration.

(4) The risk categorisation contemplated in subregulation (3) must be used to determine the need for keeping in place, repairing or removing the asbestos-containing material.

(5) The asbestos risk assessment for asbestos repair work, as required in subregulations (1), (2) and (3), must include the following:

- (a) The assessed risk of any asbestos exposure relating to each job step;
- (b) the controls necessary to reduce the risk of exposure to as low as is reasonably practicable;
- (c) an indication whether environmental air monitoring is required; and
- (d) if exposure risk indicates that the OEL may be exceeded, an indication that the employer must obtain the services of an occupational medical practitioner to fulfil the requirements of regulation 17(1)(b).

(6) The asbestos risk assessment for asbestos removal work, as part of the plan of work as contemplated in regulation 15 for asbestos-containing materials identified for removal, must consider the following:

- (a) The aspects detailed in subregulation (5);
- (b) the risk assessment carried out in accordance with regulation 12(2);
- (c) the potential exposure of persons other than employees;
- (d) the potential contamination of the air, ground and water;
- (e) the thorough decontamination of employees and the workplace;
- (f) the transportation of asbestos-containing materials and asbestos waste; and
- (g) emergency scenarios.

(7) An employer or self-employed person must obtain the services of an approved inspection authority that must review and endorse the following at intervals not exceeding six years-

- (a) The inventory of asbestos in place as required by regulation 4; and
- (b) the asbestos risk assessment as required by subregulation (1):

Provided that the review and endorsement are not required if the work was carried out by an approved inspection authority.

Asbestos management plan

6. (1) If asbestos-containing materials are identified, as required in regulation 3, the employer or self-employed person must ensure that a written asbestos management plan for the workplace is prepared by a competent person.

(2) The asbestos management plan must include at least the following:

- (a) A procedure that contains at least measures related to—
 - (i) the implementation of regulations 3, 4, 5, 8 and 20 at the workplace;
 - (ii) the repair, removal and management of asbestos-containing materials; and
 - (iii) the implementation of the Regulations for Prohibition of the Use, Manufacturing, Import and Export of Asbestos and Asbestos-containing Materials, 2007;
- (b) where asbestos-containing materials have been identified in the inventory of asbestos in place, a specific procedure which will, as far as is reasonably practicable, reduce the risk of exposure of employees, as well as incidental asbestos exposure, for the following scenarios-
 - (i) Incidents;
 - (ii) emergencies;
 - (iii) removal work; and
 - (iv) repair work; and
- (c) a policy, procedure and implementation plan for phasing out existing asbestos-containing materials at the workplace, which considers the following:
 - (i) The principle of 'reasonably practicable'; and
 - (ii) reasons for decisions.

(3) The employer or self-employed person must review and, if necessary, revise the asbestos management plan at intervals not exceeding eight years or if any information contemplated in subregulation (2) changes.

Information, instruction and training

7. (1) An employer must—

- (a) provide, to persons who may have incidental asbestos exposure, information, instruction and training—
 - (i) through induction training upon employment; and
 - (ii) when the inventory of asbestos in place is reviewed;
- (b) ensure that the information, instruction and training contemplated in subregulation (a) include, at least—
 - (i) the sources of potential exposure as identified in the inventory of asbestos in place contemplated in regulation 4;
 - (ii) the potential health risks associated with exposure to asbestos;
 - (iii) procedures, including exposure controls and personal decontamination to be followed when asbestos-containing materials have been damaged, or in the event of accidental spillage or any other similar emergency situation likely to result in the release of asbestos dust;
 - (iv) the safe disposal of asbestos waste;
 - (v) procedures for record keeping; and
 - (vi) the inventory of asbestos in place as contemplated in regulation 4.

(2) Where an employee undertakes non-asbestos-related work, where there is a potential for exposure to asbestos dust, the employer must ensure that the employee is adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the sources of potential exposure identified in the inventory of asbestos in place as contemplated in regulation 4;
- (b) the potential health risks associated with exposure to asbestos;
- (c) task and incident-related potential exposure scenarios, as well as precautionary measures to be taken to prevent exposure; and
- (d) procedures to be followed in the event of accidental disturbance or any other similar emergency situation likely to result in the release of asbestos dust.

(3) In the case of removal of asbestos or repair of asbestos-containing materials, as contemplated in regulation 12, the employer must ensure that all supervisors and employees are adequately and comprehensively informed, instructed and trained in both practical and theoretical knowledge with regard to—

- (a) the OEL and its meaning;
- (b) the importance of good housekeeping at the workplace, fall protection, the correct use of personal protective equipment and personal hygiene;
- (c) the contents of plans of work regarding the handling, removal and temporary storage of any asbestos-containing material;
- (d) the correct use of control measures to limit the spread of asbestos dust outside the regulated asbestos area;
- (e) the control measures to limit the exposure of employees inside the regulated asbestos area;
- (f) procedures to be followed in the event of accidental spillage, disturbance or any other similar emergency situation likely to result in the release of asbestos dust;
- (g) procedures for reporting and correcting failures of control measures likely to result in the release of asbestos dust; and
- (h) the safe disposal of asbestos waste.

(4) Training contemplated in subregulation (3) must—

- (a) be provided by a person deemed competent by the chief inspector;
- (b) have a minimum contact duration of eight hours; and
- (c) as an outcome, provide employees with asbestos training certificates.

(5) Refresher training with a minimum contact duration of two hours must be provided at least annually or at more frequent intervals if—

- (a) work methods change;
- (b) the type of work carried out changes significantly;
- (c) the type of equipment used to control exposure changes; or
- (d) deemed a requirement by the occupational health and safety committee.

(6) An employer must ensure that up-to-date records of employee training are made available at the workplace that has asbestos in place.

(7) An employer must ensure that current employee asbestos training certificates, as contemplated in subregulation (4)(c), are provided to employees upon termination of employment.

Duties of persons who may be exposed

8. (1) Employees who may be exposed to asbestos in place must—

- (a) obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer;
- (b) attend asbestos awareness training in the inventory of asbestos in place for the building; and
- (c) report any asbestos-containing material that has been damaged to the employer or health and safety representative of the workplace, as the case may be, who must report it to the employer.

(2) Persons involved in non-asbestos-related maintenance, who may be exposed to asbestos, must—

- (a) obtain a copy of the relevant part of the inventory of asbestos in place for the applicable workplace where non-asbestos-related maintenance will be carried out;
- (b) prevent damage to or disturbance of asbestos in place; and
- (c) if damage or disturbance occurs, stop work immediately and report such damage or disturbance to the employer or to the health and safety representative of the workplace, who must report it to the employer.

(3) Persons involved in type 1 asbestos work must obey any lawful instruction pertaining to occupational health and safety given by or on behalf of the employer, as applicable, regarding—

- (a) the acquisition of a copy of the relevant part of the inventory of asbestos in place for the workplace;
- (b) the demarcation of the regulated asbestos area, as required in regulation 18, to prevent unauthorised entry, using signage as per Annexure 1;

- (c) as far as is reasonably practicable, the use of non-destructive wet methods during removal procedures;
- (d) the use of appropriate tools and equipment to limit, as far as is reasonably practicable, the release of asbestos dust;
- (e) the appropriate type and use of personal protective equipment and clothing;
- (f) the thorough decontamination of equipment;
- (g) the containment, and labelling in terms of regulation 20, and disposal of asbestos waste in terms of regulation 21; and
- (h) the disposal of used disposable overalls and respiratory protective equipment, where applicable, as asbestos waste.

(4) Any person involved in type 2 or type 3 asbestos work, who may be exposed to asbestos at the workplace, must obey any lawful instruction pertaining to occupational health and safety, given by or on behalf of the employer or a self-employed person, regarding—

- (a) compliance with requirements of the asbestos plan of work that was approved for that site-specific asbestos work in terms of regulation 15;
- (b) as far as is reasonably practicable, the use of non-destructive wet methods during asbestos removal work;
- (c) the prevention of asbestos dust becoming airborne;
- (d) the appropriate type and use of personal protective equipment and clothing;
- (e) wearing of monitoring equipment to measure personal exposure to asbestos;
- (f) reporting for medical surveillance as required by regulation 17;
- (g) the cleaning up and disposal of any asbestos waste;
- (h) decontamination of the structure of a workplace, building or plant, of any visible dust residue where asbestos removal work has been undertaken;
- (i) housekeeping at the workplace, personal hygiene and good environmental and health practices, including eating, drinking and smoking in designated places, as provided;

- (j) information and training received as contemplated in regulation 7; and
- (k) the correct decontamination procedures that must be followed as given in the approved plan of work.

Control of exposure to asbestos

9. (1) An employer or self-employed person must ensure that the exposure of a person to asbestos is either prevented or, where this is not reasonably practicable, adequately controlled: Provided that the control of exposure is regarded as adequate if the measured airborne concentration of regulated fibres is—

- (a) at or below the OEL for asbestos; or
- (b) above the OEL for asbestos, but the reason has been identified and action is taken, as soon as is reasonably practicable, to lower airborne concentrations to a level as low as reasonably practicable below the OEL for asbestos.

(2) Where reasonably practicable, an employer or self-employed person must control exposure to asbestos—

- (a) by limiting the number of persons who will be exposed or may be exposed;
- (b) by limiting the period during which persons will be exposed or may be exposed;
- (c) by limiting the amount of asbestos dust that may contaminate the working environment;
- (d) by introducing engineering control measures for the control of exposure to asbestos, which include the following:
 - (i) Process separation or enclosure;
 - (ii) bonding of asbestos fibres with other materials to prevent the release of asbestos dust;
 - (iii) the use of wet methods, where appropriate; and
 - (iv) the provision of a negative pressure unit with a filtration efficiency of at least 99 per cent for particles one micrometre in size, in the case of type 3 asbestos work, with a fault

indicator to provide early warning of a failure of the negative pressure unit; and

(e) by complying with the requirements of regulation 19.

(3) With regard to the contamination of water with asbestos, an employer or self-employed person must ensure that—

- (a) any water that is contaminated with asbestos as a result of work being performed is passed through a filtration system before being released into any environment or water system;
- (b) a suitable water filtration system is used, which will ensure that the quantity of asbestos being released or entering into any environment or water system is reduced as far as is reasonably practicable; and
- (c) contaminated parts of the filtration system, when discarded, are disposed of as asbestos waste.

(4) By introducing appropriate written work procedures that an employee must follow, an employer or self-employed person must ensure that—

- (a) asbestos-containing materials are safely handled and disposed of in the appropriate manner; and
- (b) installations, equipment, tools and negative pressure units are safely used, decontaminated and maintained.

(5) An employer or self-employed person must report to the Chief Director: Provincial Operations, by telephone, electronic mail or similar means of communication, any spill, disturbance or uncontrolled release of asbestos, which may be considered a health hazard.

Notification of asbestos work

10. (1) No employer, self-employed person or asbestos client may carry out any type 1 asbestos work unless the Chief Director: Provincial Operations has been notified in writing of the location, venue and contact details of where the asbestos work will be done, at least seven days prior to commencement of such work.

(2) No employer, self-employed person or asbestos client may carry out any type 2 or type 3 asbestos work unless the Chief Director: Provincial Operations

has been notified, in writing, at least seven days prior to commencement of such work.

(3) A shorter time period for notification contemplated in subregulations (1) and (2) may be allowed by the Chief Director: Provincial Operations in the event of an emergency.

(4) Written notification contemplated in subregulation (2) must be provided in the format indicated in Annexure 2.

(5) The relevant Chief Director: Provincial Operations must ensure that acknowledgement of receipt is provided, in writing, to the employer, self-employed person or asbestos client within the seven day notification period.

Duties of asbestos client for asbestos work

11. (1) An asbestos client, employer or self-employed person carrying out type 1 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, when asbestos work is planned;
- (b) ensure that an asbestos risk assessment, as contemplated in regulation 5, is carried out prior to asbestos work;
- (c) ensure that a written safe work procedure is developed and followed; and
- (d) as far as is reasonably practicable, provide adequate information, instruction and training, as contemplated in regulation 7, to any person who may be exposed to asbestos as a result of that asbestos work.

(2) An asbestos client, employer or self-employed person planning type 2 or type 3 asbestos work must—

- (a) provide an up-to-date inventory of asbestos in place, as contemplated in regulation 4, to the registered asbestos contractor and approved inspection authority;
- (b) if asbestos-containing material intended for removal or repair is not identified in the inventory of asbestos in place, review and update the inventory;

- (c) ensure that an asbestos risk assessment is carried out prior to asbestos work;
- (d) appoint, in writing, an approved inspection authority;
- (e) ensure that the appropriately registered asbestos contractor performs type 2 or type 3 asbestos work as per the asbestos plan of work;
- (f) ensure that notification of asbestos work is given as contemplated in regulation 10(2);
- (g) ensure that they have co-signed the asbestos plan of work for the asbestos repair or removal work to be carried out;
- (h) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (i) before any asbestos work commences on site, ensure that the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993); and
- (j) where a fatality or permanent disabling injury occurs during asbestos work, report such fatality or injury to the Chief Director: Provincial Operations as contemplated in section 24 of the Act and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003.

(3) After completion of type 2 or type 3 asbestos work, the asbestos client must obtain an asbestos clearance certificate from the approved inspection authority.

Duties of registered asbestos contractor for asbestos work

12. (1) In the case of type 2 and type 3 asbestos work, the registered asbestos contractor must—

- (a) undertake only the type of asbestos work for which they are registered by the chief inspector;
- (b) appoint an occupational health and safety representative as contemplated in section 17 of the Act; and

- (c) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client, prior to asbestos work taking place.
- (2) Before commencement of any asbestos work and during such work, the registered asbestos contractor must ensure that—
 - (a) a risk assessment is performed that includes—
 - (i) identification of the hazards to which persons may be exposed;
 - (ii) an assessment of the risks related to the hazards based on a documented method; and
 - (iii) documented control measures to mitigate the risk;
 - (b) the risk assessment contemplated in subregulation (a) is reviewed—
 - (i) at regular documented intervals;
 - (ii) when an incident has occurred; and
 - (iii) when the scope of work changes; and
 - (c) an up-to-date copy of the risk assessment is made available at the relevant asbestos work site.
- (3) The registered asbestos contractor must—
 - (a) ensure that the approved plan of work is submitted to the Chief Director: Provincial Operations at least seven days prior to commencement of asbestos work;
 - (b) appoint in writing an asbestos removal supervisor for each asbestos work site, who must ensure—
 - (i) occupational health and safety compliance on the asbestos removal site;
 - (ii) compliance with safe asbestos removal or repair procedures;
 - (iii) the correct use of personal protective equipment; and
 - (iv) proper decontamination and waste disposal;
 - (c) adhere to the repair or removal methodology and associated control measures provided in the plan of work approved for that specific asbestos work;
 - (d) ensure that the employee medical and training records are available on site for inspection and validation;

- (e) ensure that at least the following information for every employee is recorded and kept for a minimum period of 50 years-
 - (i) Physical address of every asbestos work project; and
 - (ii) names and identification numbers of employees potentially exposed;
- (f) before commencement of asbestos work, ensure that—
 - (i) an approved inspection authority has been appointed in writing by the asbestos client; and
 - (ii) the registered asbestos contractor is registered and in good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993; and
- (g) where a fatality or permanent disabling injury occurs during asbestos work, ensure that a report about the fatality or injury is provided to the Chief Director: Provincial Operations as contemplated in section 24 of the Act, and in accordance with regulations 8 and 9 of the General Administrative Regulations, 2003, and that the report includes the measures that the contractor intends to implement to ensure safe asbestos work.

Duties of approved inspection authorities for asbestos work

13. An approved inspection authority involved in type 2 or type 3 asbestos work must—

- (a) ensure that the appropriately registered asbestos contractor performs only type 2 or type 3 asbestos work, as the case may be;
- (b) obtain a copy of an up-to-date inventory of asbestos in place from the asbestos client prior to asbestos work taking place;
- (c) in consultation with the registered asbestos contractor, compile a plan of work in accordance with regulation 15;
- (d) approve and submit the plan of work at least seven days prior to commencement of asbestos work to the Chief Director: Provincial Operations for acknowledgement;

- (e) receive acknowledgement from the Chief Director: Provincial Operations within the seven-day period;
- (f) confirm the employee medical certificate of fitness and asbestos training records for that asbestos work;
- (g) provide guidance and site-specific instructions to the registered asbestos contractor on the approved plan of work;
- (h) inspect adherence to the approved plan of work and requirements of these Regulations;
- (i) stop any registered asbestos contractor from executing any asbestos work which poses a health or safety risk to persons until such time that the risk has been appropriately mitigated;
- (j) perform planned asbestos air monitoring in accordance with regulation 16 and provide, as soon as is reasonably practicable, air monitoring results to the registered asbestos contractor and asbestos client;
- (k) issue a written report, which includes findings and, where necessary, recommendations; and
- (l) ensure that, upon completion of type 2 or type 3 asbestos work, clearance is performed as required in regulation 22.

Disputes

14. (1) The following provisions apply if uncertainty exists with regard to, or if a dispute arises concerning, the classification of type 1, 2 or 3 asbestos work under this regulation-

- (a) The employer responsible for the work area where asbestos work is to be carried out must obtain the services of an approved inspection authority that must make a decision concerning the type of asbestos work; or
- (b) the employer or self-employed person responsible for the work area where asbestos work is to be carried out must refer the dispute to the chief inspector, who must make a decision concerning the type of asbestos work;
- (c) the employer or self-employed person responsible for the work area, who notifies the approved inspection authority or chief

inspector, must promptly inform other parties that such authority or inspector has been notified;

- (d) the approved inspection authority or chief inspector must investigate the matter and give the parties a decision in writing within 30 days; and
- (e) the asbestos work under dispute must cease until a decision under subregulation (2) is obtained.

(2) Should a dispute arise over the interpretation relating to matters in subregulation (1)(a), the affected person may appeal against the interpretation to the chief inspector.

Plan of work

15. (1) A written approved plan of work, as contemplated in regulation 12(3), must include at least the following:

- (a) Name, contact details and responsibilities of the registered asbestos contractor, approved inspection authority, asbestos waste transporter, asbestos waste disposal site and asbestos client, where applicable;
- (b) name and contact details of the asbestos removal supervisor for the asbestos work site;
- (c) details of the asbestos to be removed, including the location, type, estimated quantity and condition of the asbestos;
- (d) a list of employees' names and identification numbers with verification of valid asbestos training and medical surveillance records for the asbestos work site;
- (e) expected commencement and completion dates;
- (f) air monitoring method used, and frequency of air monitoring, in accordance with regulation 16;
- (g) details of how the asbestos removal work will take place, including methods of removal, tools and equipment, and the appropriate personal protective equipment to be used;
- (h) details relating to the requirements of decontamination facilities and decontamination procedures;

- (i) details of demarcation, labelling and signage requirements for regulated asbestos areas, asbestos waste and temporary on-site storage areas;
- (j) procedure for decontamination of the work area, tools and equipment;
- (k) emergency procedures in the event of uncontrolled asbestos release;
- (l) method for disposal of asbestos waste;
- (m) detail of asbestos clearance certification; and
- (n) specific relevant prohibitions.

(2) The approved plan of work, as contemplated in regulation 12(3), must contain the signatures of—

- (a) the asbestos client accepting the duties as contemplated in regulation 11(2) and (3);
- (b) the registered asbestos contractor accepting the duties as contemplated in regulation 12; and
- (c) the approved inspection authority for asbestos accepting the duties as contemplated in regulation 13.

Air monitoring

16. (1) In the case of type 2 and type 3 asbestos work, an asbestos client must ensure that air monitoring of the concentration of airborne regulated fibres to which an employee may be exposed, is—

- (a) performed by an approved inspection authority;
- (b) carried out in terms of HSG 248;
- (c) representative of employee exposure; and
- (d) carried out at a frequency determined by the approved inspection authority based on the site-specific asbestos risk assessment.

(2) The results of air monitoring obtained must be compared with the OEL or the OEL short-term exposure limit to ensure that no employee is exposed to asbestos in excess of the prescribed OELs.

(3) Environmental air monitoring must be performed by an approved inspection authority during type 2 and type 3 asbestos work.

(4) Air monitoring referred to in subregulations (1) and (3) must be carried out only after the relevant health and safety representative or relevant health and safety committee has been consulted and given a reasonable opportunity, as mutually agreed, to comment thereon.

Medical surveillance

17. (1) An employer must establish and maintain a system of medical surveillance of employees if—

- (a) the employer is registered as an asbestos contractor;
- (b) in the opinion of an occupational medicine practitioner, after consideration of the results of the asbestos risk assessment carried out in terms of regulation 5(5)(d), it is reasonably likely that an asbestos-related disease may occur under the particular conditions of an employee's work; or
- (c) an occupational medicine practitioner recommends that the relevant employee should be under medical surveillance.

(2) In order to comply with subregulation (1), an employer must appoint an occupational medicine practitioner to document the system of medical surveillance of employees, including—

- (a) consideration of—
 - (i) the risk of developing occupational asbestos-related diseases; and
 - (ii) medical fitness to work requirements, including fitness to wearing a respirator;
- (b) an initial health evaluation before commencement of asbestos work, which comprises—
 - (i) an evaluation of the employee's medical, occupational, exposure and social history;
 - (ii) an appropriate physical examination;
 - (iii) a chest radiograph; and
 - (iv) any other additional medical examination, such as pulmonary function testing, which, in the opinion of the occupational medicine practitioner, is necessary to enable

such practitioner to perform an appropriate health evaluation;

- (c) periodic health evaluations conducted, considering medical tests contemplated in subregulation (2)(b), at intervals determined by subregulations (2)(a) and 4(b);
- (d) the duties of an occupational health practitioner, conducted under the direction of the appointed occupational medicine practitioner; and
- (e) making the documented system of medical surveillance available to the health and safety representative or health and safety committee, who is entitled to further clarification, if they so request.

(3) The appointed occupational medicine practitioner must notify the employer in writing of the outcomes of the health evaluation by issuing the certificate of medical surveillance, subject to the following:

- (a) The information provided to the employer is limited to the presence of an occupational disease and the fitness of the employee to perform the inherent requirements of the job, and may not include confidential medical information;
- (b) the employee is informed of the outcome of the health evaluation; and
- (c) an employee is assessed to be temporarily medically unfit to perform work if there is a reasonable expectation that the employee's health will improve, and that such employee will be able to return to work.

(4) An employer may not permit an employee who was certified by an occupational medicine practitioner as medically unfit to work in a regulated asbestos area: Provided that the employee may return to perform that work after being certified fit by an occupational medical practitioner, and after—

- (a) being informed of the results of the exposure assessments; and
- (b) being prescribed medical tests in the frequency they should be repeated based on the risks.

- (5) The certificate of medical surveillance, as contemplated in subregulation (3)—
- (a) must be provided by the employer to the employee upon termination of employment; and
 - (b) may be used for subsequent asbestos work for the full duration of its validity period.

(6) The employer must record, investigate and report the occupational disease contemplated in subregulation (3)(a) in compliance with section 25 of the Act and regulation 8 of the General Administrative Regulations, 2003.

(7) An employer must ensure that the employee provides written informed consent for inclusion in the medical surveillance programme, which forms part of the medical surveillance record.

Regulated asbestos area

18. An employer or self-employed person undertaking type 1, type 2 or type 3 asbestos work must—

- (a) clearly demarcate and identify the relevant area as a regulated asbestos area in accordance with regulation 20; and
- (b) ensure that no person enters or remains in a regulated asbestos area unless he or she wears the appropriate type and correctly fitting respiratory protective equipment and protective clothing as contemplated in regulation 19.

Personal protective equipment and facilities

19. (1) An employer or self-employed person must—

- (a) provide respiratory protective equipment and protective clothing suitable for protection against regulated asbestos fibres to all persons who may be exposed to asbestos;
- (b) ensure that the respiratory protective equipment provides the appropriate level of protection for the type of asbestos work to be undertaken; and

- (c) ensure that a person's exposure is adequately controlled as contemplated in regulation 9.

(2) Where respiratory protective equipment is provided, the employer or self-employed person must ensure that—

- (a) the relevant equipment is capable of keeping the exposure level below the OEL for asbestos;
- (b) the relevant equipment is correctly and properly used, stored and maintained;
- (c) information, instruction, training and supervision that are necessary with regard to the use of the equipment are provided to the persons; and
- (d) the equipment is kept in good condition and efficient working order.

(3) An employer or self-employed person must, as far as is reasonably practicable—

- (a) issue no personal protective equipment to a person unless such equipment is cleaned, decontaminated and, where appropriate, sterilised;
- (b) provide separate containers or storage facilities for personal protective equipment not in use; and
- (c) ensure that all personal protective equipment not in use is stored only in the place provided.

(4) An employer or self-employed person must, as far as is reasonably practicable, ensure that all personal protective equipment contaminated with asbestos dust is thoroughly cleaned and handled in accordance with the following procedures-

- (a) Where personal protective equipment is cleaned on the premises of the asbestos client, care must be taken to prevent contamination during handling, transport and cleaning; and
- (b) water that is used for decontamination or cleaning of equipment must be filtered in accordance with regulation 9(3) before being released into any water system.

(5) Subject to subregulation (3)(a), an employer or self-employed person must ensure that no person removes dirty or contaminated personal protective equipment from the workplace: Provided that where personal protective equipment contaminated with asbestos dust has to be disposed of, it must be treated as asbestos waste as contemplated in regulation 21.

(6) Subject to the Facilities Regulations, 2004, published as Government Notice R.924 in *Gazette* No. 26636 of 3 August 2004, the employer must—

- (a) provide employees involved in type 1 and type 2 asbestos work with adequate washing facilities, which are readily accessible and located in an area where the facilities will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust;
- (b) provide employees involved in type 3 asbestos work with a decontamination facility, in accordance with HSG 248, Chapter 9, which facility is readily accessible and located in an area where it will not become contaminated, to enable employees to meet a standard of personal hygiene consistent with the adequate control of exposure, and to avoid the spread of asbestos dust.

Labelling and signage

20. (1) All asbestos in place listed in the inventory of asbestos in place, as required by regulation 4, must be clearly and legibly identified using the pictogram specified in Annexure 1.

(2) All asbestos waste must be clearly labelled—

- (a) using the label specified in Annexure 1;
- (b) as far as is reasonably practicable, using clearly visible and a sufficient number of labels that would adequately serve as a warning of potential exposure; and
- (c) ensuring that a container or vehicle in which asbestos is transported is clearly identified in accordance with the UN Transport of Dangerous Goods or UN Orange Book.

(2) Any asbestos-contaminated soil or land contaminated with asbestos waste must be clearly demarcated and signposted using the asbestos warning signage specified in Annexure 1.

(3) Any regulated asbestos area must be clearly demarcated using the pictograms and signs specified in Annexure 1.

Disposal of asbestos

21. An employer or self-employed person must, as far as is reasonably practicable, ensure that—

- (a) all asbestos waste is placed in containers that will prevent exposure during handling;
- (b) the premises, structure or area are thoroughly checked to ensure that all asbestos waste intended for disposal has been removed;
- (c) all vehicles, reusable containers or any other similar articles, which have been in contact with asbestos waste, are cleaned and decontaminated after use in such a way that such vehicles, containers or similar articles do not cause a hazard inside or outside the workplace concerned;
- (d) a document is obtained from the asbestos disposal site, contemplated in subregulation (e), for all asbestos waste removed from the workplace; all asbestos waste is disposed of only on sites specifically designated for this purpose in terms of the Environment Conservation Act, 1989, and the National Environmental Management: Waste Act, 2008;
- (e) all persons involved in the collection, transport and disposal of asbestos waste, who may be exposed to that waste, are provided with suitable personal protective equipment;
- (f) the drivers of vehicles carrying asbestos waste are provided with written instructions on safety precautions and emergency procedures; and
- (g) where the services of a contractor for the transport and disposal of asbestos waste are used, the contractor complies with the provisions of these Regulations.

Asbestos clearance certificate

22. Following the completion of type 2 or type 3 asbestos work, an approved inspection authority must—

- (a) conduct a thorough visual inspection of the relevant work area;
- (b) conduct air sampling to ensure compliance with the clearance indicator;
- (c) ensure that all asbestos waste has been removed in accordance with the requirements of regulation 21; and
- (d) issue a written declaration for the purpose of clearance certification.

Records

23. An employer must—

- (a) keep records of all inventories of asbestos in place, asbestos risk assessments, air monitoring results, medical surveillance reports, disposal certificates and clearance certificates as required by regulations 4, 5, 16, 17, 21(d) and 22(d), respectively: Provided that personal medical records may be made available to only an occupational health practitioner;
- (b) subject to subregulation (c), make the records contemplated in subregulation (a), excluding personal medical records, available for inspection by an inspector;
- (c) allow any person, subject to formal written consent by an employee, to peruse the records with respect to that particular employee;
- (d) make the records of all assessments, surveys and air monitoring results, and the asbestos inventory, available for perusal by the relevant health and safety representative or relevant health and safety committee;
- (e) keep all records contemplated in subregulation (a) for a minimum period of 50 years;

- (f) hand over or forward by registered post all records contemplated in subregulation (a) to the relevant Chief Director: Provincial Operations, if the employer ceases activities relating to asbestos work;
- (g) keep a record of training given to an employee in terms of regulation 7 for as long as the employee remains employed at the workplace where the employee is potentially exposed to asbestos.

Prohibition

24. No person may—

- (a) sell, donate, reuse, reinstall or recycle any asbestos or asbestos-containing materials;
- (b) clean or prepare surfaces of asbestos cement materials;
- (c) temporarily store any asbestos or asbestos-containing materials for longer than three months after completion of asbestos removal work, before final disposal;
- (d) temporarily store asbestos-containing materials destined for disposal, which are uncovered or unprotected or stored in a manner that may contaminate ground or water systems or may cause the release of asbestos dust;
- (e) use compressed air or permit the use of compressed air to remove asbestos dust from any surface or person;
- (f) use electrical power tools, such as angle grinders, or any other fast-moving equipment to cut, grind or drill asbestos-containing material;
- (g) smoke, eat, drink or keep food or beverages in a regulated asbestos area or require or permit any other person to smoke, eat, drink or keep food or beverages in such area;
- (h) vacuum asbestos dust using vacuum cleaning equipment other than vacuum cleaning equipment with a filtration efficiency of at least 99 per cent for particles one micrometre in size; or
- (i) carry out any demolition work before all asbestos and asbestos-containing building material has been identified in the inventory of asbestos in place, safely removed or otherwise controlled, as far as is

reasonably practicable, so as to eliminate the uncontrolled release of asbestos and asbestos dust.

Offences and penalties

25. Any person who contravenes or fails to comply with any provision of regulation 3 up to and including regulation 24 is guilty of an offence and upon conviction liable to a fine or to imprisonment for a period not exceeding 12 months and, in the case of a continuous offence, to an additional fine of R500,00 for each day on which the offence continues or to additional imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment must in no case exceed 90 days.

Repeal of regulations

26. (1) The Asbestos Regulations, 2001, published as Government Notice R.155 in *Gazette* No. 23108 of 10 February 2002, are hereby repealed.

Short title

27. (1) These Regulations are called the Asbestos Abatement Regulations, 2020, and come into operation on the date of publication thereof in the *Gazette*.

(2) Regulation 3 and regulation 20 will come into effect 18 months after the promulgation of these Regulations.

ANNEXURE 1**Asbestos warning labels and signs****1.1 Asbestos warning sign****1.2 Asbestos warning labels**

ASBESTOS



DANGER

MAY CAUSE CANCER THROUGH INHALATION

CAUSES SKIN IRRITATION

Do not handle until all precautions described in the Asbestos Regulations and Safety Data Sheet have been read and understood. Do not breathe asbestos dust. Wear the correct type of respirator that fits properly. When showering, take off the disposable gloves and your overall before removing the respirator. Dispose of asbestos waste in line with the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).

ANNEXURE 2**NOTIFICATION OF ASBESTOS WORK****Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)****(Regulation 10 of the Asbestos Abatement Regulations, 2020)**1 (a) Name and registration number of the registered asbestos contractor^{**}:

(b) Physical address of the registered asbestos contractor:

(c) Name and phone number of the contact person of the registered asbestos contractor:

2. (a) Name of asbestos client:

(b) Name and phone number of the contact person of the asbestos client:

3. (a) Name of approved asbestos inspection authority (AIA)^{**} and its Department of Employment and Labour AIA registration number:

(b) Name and phone number of the contact person of the approved inspection authority:

4. Exact location/address of where the asbestos work will be done:

GPS coordinates: S

 E

5. Type and volume of asbestos to be removed/repaired (as applicable):

6. Expected commencement date:

7. Expected completion date:

Registered Asbestos Contractor^{}**

Date

Asbestos Client

Date

The completed document must be sent to the Chief Director: Provincial Operations of the province where asbestos work is to take place, seven days prior to commencement of asbestos work.

^{} Not applicable in the case of type 1 asbestos work.**