



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER No: KIM 01/2025

WCS: 055327

CLOSING DATE: 07 November 2025

PROCUREMENT DOCUMENTS

VOLUME 3: CONTRACT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: KIMBERLEY

KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES:

ERF 9649, 9650, 9651 AND 9653

<u>Prepared for:</u>	<u>Professional Team:</u>
 public works & infrastructure Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA Department of Public Works and Infrastructure, 22-23 Market Square, Old Magistrate Court, Kimberley 8301 Contact Person: Ms Anathi Matoti Email: Anathi.Matoti@dpw.gov.za Cell: (053) 838 5269	 Bakone Consulting Engineers  kdm KOOR DINDAR MOTHEI  SAFEPRAC Health and Safety Specialists

October 2025

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Part C1: Agreement and Contract Data

DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	KIMBERLY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES: ERF 9649, 9650, 9651 AND 9653			
Tender / Quotation no:	KIM 01/2025	WCS no:	055327	Reference no: 19/2/4/2/2/2327/505

The Conditions of Contract are clauses 1 to 30 of the JBCC® Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee. Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)). Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee. Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.	
CONTRACT VARIABLES THE SCHEDULE The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the tenderer. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement. Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].	

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1]

Works description	Refer to document PG01.2 (EC) – Scope of Works for detailed description
The demolition of heritage-protected, single-storey structures constructed of reinforced concrete, brickwork (plastered and painted and some other finishes), and timber structures like roofing.	

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A 2.0 Site [1.1]

Erf / stand number	9649,9650,9651 and 9653
Site address	22-23 Market Square
Township / Suburb	
City / Town	Kimberley
Province	Northern Cape Province
Local authority	Sol Plaatje Municipality
GPS Coordinates	-28.737, 24.7648

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail		Telephone	053 838 5269
Postal address	Private Bag X5002 Kimberley 8300		
Physical address	Old Magistrates Building 21-23 Market Square Kimberley 8301		

A 3.2 Employer's representative:

Name	Ms. Anathi Matoti	Telephone number	053 838 5288
E-mail	Anathi.Matoti@dpw.gov.za	Mobile number	066 481 8045
Postal address	Private Bag X5002 Kimberley 8300		
Physical address	Old Magistrates Building 21-23 Market Square Kimberley 8301		

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A 4.0	Principal Agent [1.1; 6.2]	Discipline	Structural Engineer
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Name	Bakone Consulting Engineers		
Legal entity of above		Contact person	Vedanth Jugath
Practice number		Telephone number	012 998 1225
Country	RSA	Mobile number	076 206 4044
E-mail	vedanth.jugath@bakonegroup.co.za		
Postal address	581 Mendelssohn Street Constantia Park Pretoria 0181		
Physical address	581 Mendelssohn Street Constantia Park Pretoria 0181		

A 5.0	Agent [1.1; 6.2]	Discipline	Quantity Surveyor
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Name	KDM Quantity Surveyors		
Legal entity of above		Contact person	Bonakelo Mothei
Practice number		Telephone number	053 832 1861
Country	RSA	Mobile number	
E-mail	Bonakelo@kdm.co.za		
Postal address	P.O. BOX 2469 Kimberley 8300		
Physical address	59 Jacobus Smit Avenue Royldene Kimberley 8301		

A 6.0	Agent [1.1; 6.2]	Discipline	OHS Agent
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Name	Safeprac Health and Safety Specialist		
Legal entity of above		Contact person	Mongezi Kubukeli
Practice number		Telephone number	012 998 4483
Country	RSA	Mobile number	073 963 7382
E-mail	mongezi@safeprac.co.za		
Postal address			
Physical address	734 Vercueil Street Garsfontein Pretoria 0081		

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A 7.0	Agent [1.1; 6.2]	Discipline																													
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A 8.0	Agent [1.1; 6.2]	Discipline																													
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A 9.0	Agent [1.1; 6.2]	Discipline																													
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A 10.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 11.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 12.0	Agent [1.1; 6.2]	Discipline	
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard system of measurement of building works 7 th edition
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3
Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)	1 to 31
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

B 5.0 Employer's agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD]]	Principal Agent
Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]	

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B 6.0 Insurances [10.0]

Insurances by contractor			
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
Or	New works [10.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Works with practical completion in sections [10.2] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	RPQS to determine value	Not Applicable
	Escalation, professional fees and reinstatement costs must be included in the above respective insurances		Applicable
	Supplementary insurance [10.1.2; 10.2]	Contract sum plus 10%	Applicable
	Public liability insurance [10.1.3; 10.2]	R 5 000 000	Applicable
	Removal of lateral support insurance [10.1.4; 10.2]	R 0	Not Applicable
	Other insurances [10.1.5]		
	Hi Risk Insurance Refer B18.0 [10.1.5.1]	R 0	Not Applicable
	Other insurances: If applicable, description 1:	R 0	Not Applicable
	Other insurances; If applicable, description 2:	R 0	Not Applicable

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B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2] If applicable, description:	Not Applicable
Restriction of working hours [12.1.2] If applicable, description: During Court Hours	Applicable
Natural features and known services to be preserved by the contractor [12.1.3] If applicable, description:	Not Applicable
Restrictions to the site or areas that the contractor may not occupy [12.1.4] If applicable, description:	Not Applicable
Supply of free issue of material and goods [12.1.10] If applicable, description:	Not Applicable

B 8.0 Appointment of Nominated Subcontractors [14.0]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Appointment of Selected Subcontractors [15.0]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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B 10.0 Appointment of Direct Contractors [16.0]

Not Applicable	If applicable, description of extent of work [12.1.11]
Extent of work	
Extent of work	
Extent of work	
Extent of work	
Extent of work	

B 11.0 Works to be completed in sections [20.1]

Not Applicable	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]

B12.1 Contract Period

Contract period [B18: 1.2]: Period in months as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1

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Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1
Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]	4
Period to achieve Works Completion Refer B18.0 [19.8]	0
Defect liability period up to and including Final Completion	0
Total Contract Period [B18: 1.2]	6
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1]	R 1390.00

B12.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [19.0] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	0
Period for inspection in working days by the principal agent [19.3]	2
Penalty amount per calendar day for late Practical Completion , excluding VAT. [24.1]	R 1390.00
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 417.00
Penalty amount per calendar day for late Final Completion [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 209.00

B12.3 Construction Period for completion of the Works in portions

Construction period [B18: 1.1] and Practical completion for portions of the Works [20.0]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Period for inspection by the principal agent in working days [19.3]						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [12.2.7; 24.1]						

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	N/A
Penalty for late Practical Completion, if completion in sections is required , excluding VAT	
The penalty amount per day for failing to complete section 1 of the Works is:	R
The penalty amount per day for failing to complete section 2 of the Works is:	R
The penalty amount per day for failing to complete section 3 of the Works is:	R
The penalty amount per day for failing to complete section 4 of the Works is:	R
The penalty amount per day for failing to complete section 5 of the Works is:	R
The penalty amount per day for failing to complete section 6 of the Works is:	R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R
Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Select , excluding VAT	
Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete Select , excluding VAT	

B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

B 14.0 Defects liability period [21.0]

Extended defects liability period: Refer B18.0 [21.13]

Not applicable	If applicable, description of applicable elements
14.1	
14.2	
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	

B 15.0 Payment [25.0]

Date of month for issue of regular payment certificates Refer B18.0 [25.2]	30
Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]	Not Applicable
If applicable, method to calculate	CPAP
Employer shall pay the contractor within: Refer B18.0 [25.10]	Thirty (30) calendar days

B 16.0 Dispute resolution [30.0]

Mediation	Applicable
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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B 17.0 JBCC® General Preliminaries - selections



Provisional bills of quantities [P2.2]		Applicable
Availability of construction information [P2.3]		Applicable
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]		Select
Previous work - defects - details of previous contract(s) [P3.2]		Select
Inspection of adjoining properties - details [P3.3]		Select
Handover of site in stages - specific requirements [P4.1]		Select
Enclosure of the works - specific requirements [P4.2]		Select
Geotechnical and other investigations - specific requirements [P4.3]		Select
Existing premises occupied - details [P4.5]		Select
Services - known - specific requirements [P4.6]		Select
Water [P8.1]	By contractor	Not Applicable
	By employer	Not Applicable
	By employer – metered	Applicable
Electricity [P8.2]	By contractor	Not Applicable
	By employer	Not Applicable
	By employer – metered	Applicable
Ablution and welfare facilities [P8.3]	By contractor	Applicable
	By employer	Not Applicable
Communication facilities - specific requirements [P8.4]		Applicable
Protection of the works - specific requirements [P11.1]		Not Applicable
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]		Not Applicable
Disturbance - specific requirements [P11.5]		Not Applicable
Environmental disturbance - specific requirements [P11.6]		Not Applicable

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B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of JBCC standard documentation]

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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1.2 Definitions

The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**.

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion.

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

DEFAULT INTEREST: No clause.

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**.

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CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

3.3	Replace clause with the following: This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].
4.2	Refer to clause 6.7 [CD].
4.3	Replace clause with the following: Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.
5.2	Replace last sentence with the following: The original signed agreement shall be held by the Employer.
5.4	Replace clause with the following: The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference.
5.5	Replace clause with the following: The parties may publish or disclose on any platform only the contract scope and contract amount.
6.5	Replace clause with the following: Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.
6.7	Add the following as clause 6.7: In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.
7.2	Replace first sentence with the following: Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.
8.4	Replace clause with the following: The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.
9.2.7	Add the following to the end of the first sentence: ".... due to no fault of the contractor".

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9.2.9	No clause.
9.2.10	No clause.
9.3	Add the following as clause 9.3: The employer's rights to claim damages for the contractor's omissions and actions will not be affected.
10.1	Replace clause with the following: The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].
10.1.5.1	Add the following as clause 10.1.5.1: Hi Risk Insurance In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:
10.1.5.1.1	Add the following as clause 10.1.5.1.1: Damage to the works The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.
10.1.5.1.2	Add the following as clause 10.1.5.1.2: Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.
10.1.5.1.3	Add the following as clause 10.1.5.1.3: It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.

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10.1.5.1.4	Add the following as clause 10.1.5.1.4: The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.
10.2	Replace clause with the following: Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary.
10.6	No clause.
10.11	Add the following as clause 10.11 In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.
11.1	Add the following to clause 11.1. In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT). In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected. The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.1.1	No clause.
11.1.2	No clause.
11.2.2	No clause.
11.3	No clause.
11.4.1	Replace clause 11.4.1 with the following: Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.
11.5	No clause.
11.6	No clause.

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11.7	No clause.
11.8	No clause.
11.9	No clause.
11.10	No clause.
11.11	Add the following as clause 11.11 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:
11.11.1	Add the following as clause 11.11.1 The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.11.2	Add the following as clause 11.11.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.11.3.	Add the following as clause 11.11.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).
11.11.4	Add the following as clause 11.11.4 Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).
11.11.5	Add the following as clause 11.11.5 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.
11.11.6	Add the following as clause 11.11.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.
11.12	Add the following as clause 11.12 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
11.12.1	Add the following as clause 11.12.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.12.2	Add the following as clause 11.12.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

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11.12.3	Add the following as clause 11.12.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.12.4	Add the following as clause 11.12.4 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.
11.13	Add the following as clause 11.13 Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
11.13.1	Add the following as clause 11.13.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).
11.13.2	Add the following as clause 11.13.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.
11.13.3	Add the following as clause 11.13.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.
11.13.4	Add the following as clause 11.13.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.13.5	Add the following as clause 11.13.5 Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.
11.14.1	Add the following as clause 11.14.1 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.14.2	Add the following as clause 11.14.2 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .
11.14.3	Add the following as clause 11.14.3 Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.
11.14.4	Add the following as clause 11.14.4 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.
11.14.5	Add the following as clause 11.14.5 Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

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11.15	Add the following as clause 11.15 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:
11.15.1	Add the following as clause 11.15.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.
11.15.2	Add the following as clause 11.15.2 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.
11.16	Add the following as clause 11.16 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.
11.17	Add the following as clause 11.17 Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).
12.1.1	No Clause.
12.1.5	Replace clause with the following: Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.
12.1.6	No clause.
12.1.8	No clause.
12.2.2	Replace clause with the following: The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum .
12.2.5	Replace clause with the following: Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD].
12.2.13	Replace clause with the following: Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.
12.2.22	Insert the following clause as 12.2.22: Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

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12.2.23	Insert the following clause as 12.2.23: The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].
14.1.4	Refer to clause 6.7 [CD].
14.1.5	No clause.
14.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
14.6	Refer to clause 6.7 [CD].
15.0	See clause 6.7 above for clauses, 15.5.
15.1.2	Replace clause with the following: The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.
15.1.4	Refer to clause 6.7 [CD].
15.1.5	No clause.
15.4.1	Replace "principal agent" with "employer" [6.7 [CD]].
17.4	Replace clause with the following: The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.
17.6	Add the following as clause 17.6: Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.
19.5	Replace clause with the following: On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.
19.8	Add the following as: 19.8 WORKS COMPLETION (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion. (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list: (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer

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19.8 Continued	(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2) (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer: (3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date (3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2) (b) until such items have been completed to the satisfaction of the employer (4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13. (5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).
20.2.1.A	Add the following as: 20.2.1.A A certificate of Works Completion [19.8]
21.1	Replace clause 21.1 with the following: The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion).
21.6	Replace clause 21.6 with the following: On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent. And/or On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall: (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.
21.6.1.	Omit clause.

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21.6.2	Omit clause.
21.13	Add the following as clause 21.13 The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.
21.14	Add the following as clause 21.14 Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].
22.3.2	No clause.
23.1	Refer to clause 6.7 [CD].
23.2	Refer to clause 6.7 [CD].
23.2.13	No clause.
23.3	Replace 23.3 with the following: Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].
23.7	Refer to clause 6.7 [CD].
23.8	Refer to clause 6.7 [CD].
24.1	Replace clause 24.1 with the following: Where the contractor fails to bring the works , or a section thereof, to practical-, works-, or final- completion by the applicable completion date [B10 CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [B10 CD].
24.2	Replace clause 24.2 with the following: Where the employer elects to levy such penalty the employer , or the principal agent on instruction from the employer , shall give notice thereof to the contractor . The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [B10 CD], or the revised date for practical- works-, or final- completion , up to and including the earlier of:
24.2.1	Replace clause 24.2.1 with the following: The actual or deemed date of practical-, works- or final- completion of the works , or a section thereof [23.7.1].
25.2	Replace clause 25.2 with the following: The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.

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25.3	Add the following to clause 25.3: 25.3.12 Monthly Local content report. 25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable). 25.3.14 Tax Invoice. 25.3.15 Labour intensive report. 25.3.16 Contract participation goal and cidb BUILD programme reports.
25.5	No Clause.
25.6	Replace clause 25.6 with the following: Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.
25.7.5	No Clause.
25.10	Replace clause 25.10 with the following: The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.
25.12	Replace clauses 25.12 to 25.12.3 with the following: The value certified shall be subject to the following percentage adjustments : (Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable) 25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0] the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion. 25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of works completion and up to but excluding the date of final completion. 25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26. 25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

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25.12 Continued	(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]) 25.12.6 Where security is a payment reduction in term of Option C, the value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments: 25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion. 25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion. 25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26. 25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.
26.1	Refer to clause 6.7 [CD].
26.4.3	Omit clause.
26.7	Refer to clause 6.7 [CD].
26.10	Replace 26.10 with the following: The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion.
26.12	Refer to clause 6.7 [CD].
27.1. 2	Replace 27.1.2 with the following: Interest due to late payment only.
27.1.4	Replace 27.1.4 with the following: Interest due to late payment only.
27.1.5	No clause.
27.5	Add the following as clause 27.5: Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.

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27.6	Add the following as clause 27.6: Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.
28.0	No clause.
28.1	No clause.
28.1.1	No clause.
28.1.2	No clause.
28.1.3	No clause.
28.1.4	No clause.
28.1.5	No clause.
28.2	No clause.
28.3	No clause.
28.4	No clause.
29.1.4	Add the following as clause 29.1.4: The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
29.1.5	Add the following as clause 29.1.5: The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
29.1.6	Add the following as clause 29.1.6: Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.
29.7	Replace clause 29.7 with the following: The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].
29.9	Replace clause 29.9 with the following: The employer has the right of recovery against the contractor , where applicable, [CD] from: The guarantee for construction (variable) until the final payment has been made; or The guarantee for construction (fixed) until the date of practical completion; or The payment reduction until the final payment is made; or The cash deposit made as security until the final payment is made.
29.14.1	No clause.
29.14.3	No clause.

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29.14.4	No clause.
29.14.5	No clause.
29.14.6	No clause.
29.14.7	No clause.
29.15	No clause.
29.16	No clause.
29.17.3	No clause.
29.17.6	No clause.
29.21.5	No clause.
29.22	No clause.
29.23	No clause.
29.25.3	No clause.
29.25.4	No clause.
29.27	No clause.
30.2	Replace clause 30.2 with the following: Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation.
30.3 to 30.7.7	No clauses.
30.8	Replace clause 30.8 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:
30.8.1	No clause.
30.8.2	Replace clause 30.8.2 with the following: The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.
30.8.3	Replace clause 30.8.3 with the following: Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
30.9	Replace clause 30.9 with the following: Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.
30.10	No clause.
30.12	No clause.

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B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

Tender / Quotation no: KIM 01/2025

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

Tender / Quotation no: KIM 01/2025

C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries per section**.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Tender / Quotation no: KIM 01/2025

Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied. Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations. Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C1.3 Form of Guarantee

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Anathi Matoti
Private Bag X5002
Kimberley
8300

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

- With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: KIM 01/2025, for the KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES: ERF 9649, 9650, 9651 AND 965 (hereinafter referred to as the "**contract**") in the amount of R _____, (**insert amount in words**), (hereinafter referred to as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: (Insert Tender Number)

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the **guarantor's domicilium citandi et executandi**, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Anathi Matoti
Private Bag X5002
Kimberley
8300

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **KIM 01/2025**, for the **KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES: ERF 9649, 9650, 9651 AND 9653** (hereinafter referred to as the "**contract**") in the amount of R _____, (**insert amount in words**) (hereinafter referred to as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (**insert amount in words**) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
 - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
 - (d) This guarantee shall expire on the date of the last **final payment certificate**.
 - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: **KIM 01/2025**

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

1. _____

2. _____

Tender no: **KIM 01/2025**

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked
Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This guarantee must be returned to: _____

Part C2: Pricing Data

C2.1 Pricing Instructions

PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653				
Tender / Quotation no:	KIM 01/2025	WCS no:	055327	Reference no:	19/2/4/2/2/2327/505

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

All items for which terminology such as “inclusive” or “not applicable” have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words “rate only” appear in the “Total” column. “Rate Only” items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For ‘Rate Only’ items no quantities are given in the “Quantity” column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the “PW 371” and the principles contained in the latest version of the Standard System for Measuring Builders’ Work in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages **MUST** be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

C2.1.2 VALUE ADDED TAX

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

C2.1.3 CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

C2.1.4 ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

C2.1.5 TRADE NAMES

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

C2.1.6 CONTRACT DOCUMENTS

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

C2.1.7 FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments **are not applicable** to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.

C2.1.8 PAYMENTS

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

C2.1.9 ACCOMMODATION ON SITE

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

C2.1.10 SUBMISSION OF LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

Submission of Local Material Utilisation Reports is *not applicable* to this project.

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, indicating the percentage targets achieved in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

C2.1.11.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is *insert "applicable" or "not applicable"* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

C2.1.11.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per Table 3 of the Standard

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 2 of the Standard.

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: The notional cost of providing training opportunities per quarter

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

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Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a provisional item.

Example: Training Target Calculation for a R65,7m GB contract

Contract amount R65 700 000
Contract duration 12 Months
CSDG 0,50%
Minimum CSDG target $0,50\% \times R65\ 700\ 000 = R328\ 500$ (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.11.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is *applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
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Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.2 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Part C3: Scope of works

C3.1 Scope of work

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	KIMBERLY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES: ERF 9649, 9650, 9651 AND 9653		
Tender / Quotation no:	KIM 01/2025	Reference no:	19/2/4/2/2/2327/505

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

The demolition of heritage-protected, single-storey structures constructed of reinforced concrete, brickwork (plastered and painted and some other finishes), and timber structures like roofing.

Site works include:

-  Disconnection of services (electricity, water, sewer, telecoms) with proper liaison with the local authority.
-  Asbestos identification, removal, and disposal (if applicable)
-  Manual and mechanical demolition (using small/medium plant)
-  Protection of adjoining 4-storey building in terms of lateral support.
-  Removal and lawful disposal of all rubble and materials (disposal sites as authorised by the local authority)
-  Site rehabilitation as directed and stormwater management

C3.2 ORDER OF THE WORKS

No specific order of works required, Contractor will prioritise safety in this regard.

C3.3 BUILDINGS OCCUPIED

The Building on Erf 9649 is unoccupied, Buildings on Erven 9651 and 9653 currently have tenants the employer will ensure that the buildings will be unoccupied prior to the start of the project.

C3.4 ACCESS

No Special Access is required for this project.

C3.5 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

- C3.5.5 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023.

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below.

C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometers** of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- b) are defined as the target group in the targeting data; and
- c) permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the **insert applicable Ward/s, Municipal District, Town, City, Province** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **insert number of working days as determined by the Construction Period** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **insert applicable percentage, both in words and figures**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000 (Excluding VAT)**, per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

C3.6.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development Contract Participation Goal is *not applicable* to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government

Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of **insert percentage Min 5% and Max 30%** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum insert percentage Min 5% and Max 30%** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
 - Administrative and cost control systems
 - construction management systems and plans
 - planning, tendering and programming
 - business; technical; procurement skills
 - legal compliance
 - credit rating/history; financial loan capacity/history
 - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
 - perform needs analysis on the targeted enterprise to identify developmental goals
 - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
 - provide internal mentorship support to improve the targeted enterprise/s performance
 - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
 - submit a project completion report to the Employer's representative for each targeted enterprise.

C3.6.4.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

C3.6.4.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.6.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;
- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

C3.6.4.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

C3.6.4.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

C3.6.4.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

C3.6.4.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

C3.6.4.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

C3.6.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

3.6.5 **CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)**

The Minimum Targeted Contract Skills Development CPG is *not applicable* to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a **thirty percent (30%)** penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, counter-signed by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

C3.6.5.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

Table 1: Contracting skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 2: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will

increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **insert applicable percentage, both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

C3.6.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.

- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *not applicable* to this project.

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a Payment reduction as per bill of quantities per person, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

C3.6.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

Where labour intensive work is specified in the Bill of Qualities and specified by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of Quantities will result in a **thirty percent (30%)** penalty of the value of the works not done by means of labour intensive methods, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

Hand excavatable material

Hand excavatable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 3: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.

Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to 90% Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

Spreading

All material shall be spread by hand.

Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

Manufactured Elements

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

C3.7 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)

Submission of Monthly Local Material Utilisation Report (Local Content) *not applicable* to this project.

The Contractor shall when applicable to this project, be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

Failure by the contractor to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.

1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to

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complete the Works.

CPG calculation example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Number of working days required to complete the Works based on the construction period = 600 days
CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)
Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)
CPG = 600 working days x 30% = 180 working days training to be provided
CPG Achieved = 160 days (20 days shortfall where no training was provided)
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "contract Amount", the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT
"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.2) CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Minimum 5% = R6,5 Mil
Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.
Number of enterprises to be trained = 6 x 1 GB subcontractors
Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6
Total number trained = 4 (2 Shortfall)
Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000

"Contract amount" Tender amount excl. allowances and VAT 130 000 000
CPG Monetary value (5%) to be subcontracted to beneficiaries for training 6 500 000
No of enterprises based on the CPG value 6 Grade 1 / 2 GB/CE,ETC.
Contract period (months) 24
Note: Rates to be determined by PQS and adjusted to accepted quotation amounts

1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which *Method* and the actual cost for providing the training.

CPG Calculation

Table 2: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

CPG calculation example:

"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG value = R650 000

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Achieved = R550 000 = R100 000 Shortfall
Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on “Contract Amount” after bid award and appointment of beneficiaries

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly. The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

1.6 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.7 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)

CPG Achieved = 9 Mil (R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT

HIV/Aids Specification

PW 1544



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENT

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found;
2. Describe how HIV/AIDS can be transmitted;
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection;
2. Report on precautions that can be taken to prevent HIV/AIDS infection;
3. Explain or demonstrate how to use a male and female condom;
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection;
2. Report on why voluntary testing is important;
3. Report on why pre- and post-test counselling is important.

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS;
2. Describe nutritional needs of people living with HIV/AIDS;
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
4. Explain the need for counselling and support to people living with HIV/AIDS.

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

Assessment Criteria:

1. Discuss anti-retroviral therapy;
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
4. Describe post exposure prophylactics.

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace;
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

- 7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

7.2 The Awareness Champion shall be responsible for:

7.2.1 Liaising with the Service Provider on organising awareness workshops;

7.2.2 Filling condom dispensers and monitoring condom distribution;

7.2.3 Handing out information booklets;

7.2.4 Placing and maintaining posters.

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

Please refer to HIV/AIDS Programme activities during the reporting period

DATE	PI							PI							PI							PI						
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
Female condom dispenser																												
Sufficient female condoms available																												
Female condom dispenser in a highly trafficked area																												
All four types of posters displayed																												
Posters in a good condition																												
Posters in a highly trafficked area																												
Posters displayed on local support services: clinic & VCT centre																												
Support service poster/s in highly trafficked area																												
Support service poster/s in a good condition																												

Please indicate the applicable number for the reporting period									
Workers on payroll (at PI)									
Sub-Contractors who will be on site for longer than 30 days (at PI)									
Workshop attendees									
Number of workshops held									
Scheduled workshops according to approved workshop plan									
Booklets distributed									
Male condoms distributed									
Female condoms distributed									

Representative/Agent

Date

Contractor

Date

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

--

Corrective actions:

--

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

DATE		Fill in the applicable information with regard to each workshop conducted																	
		W/S			W/S			W/S			W/S			W/S					
		D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M
Content of workshop: (Mark the content included)																			
SLO1																			
SLO2																			
SLO3																			
SLO4																			
SLO5																			
SLO6																			
SLO7																			
HIV/AIDS in construction video																			
Indicate the duration of the workshop in hours																			
Total number of Workers																			
Indicate workshop venue																			

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

SCHEDULE C**CONTRACTOR HIV/AIDS PROGRAMME REPORT**

Project name: _____

Project Location: _____

Contract value of project: R _____

Department of Public Works Project Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

AWARENESS MATERIALDescribe location of posters displayed during the programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____
_____**CONDOMS**

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry: _____
_____Comments on HIV/AIDS workshops on site: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date

Health and Safety Specification

SITE-SPECIFIC HEALTH AND SAFETY SPECIFICATION

In terms of Construction Regulations 2014

FOR

CLIENT:

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE:
KIMBERLEY**

PROJECT:

**KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED
STRUCTURES:
ERF 9649, 9650, 9651 AND 9653**

**Occupational Health and Safety Act, 85 of 1993
Construction Regulation 5(1)(b): Site-Specific Health and Safety
Specification**

Site-Specific Health and Safety Specification developed by: SAFEPRAC

DOCUMENT CONTROL SHEET

REV	NAME	DESIGNATION	DATE
00	Mongezi Kubukeli	PrCHSA	30-06-2025

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

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1. Overview and Purpose of the Health and Safety Specification

1.1. Glossary of Terms

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

Agent means a competent person who acts as a representative for a client.

H&S Agent: For the purpose of this specification the H&S Agent is **SAFEPRAC**.

Client: For the purpose of this specification the client is **Department of Public Works and Infrastructure (DPWI)**

Principal Contractor: means an employer appointed by the client to perform construction work.

Contractor: means an employer who performs construction work.

Competent person: means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

Construction manager: means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

Construction site: means a workplace where construction work is being performed.

Construction supervisor: means a competent person responsible for supervising construction activities on a construction site.

Construction vehicle: means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

Construction work: means any work in connection with-

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

Construction work permit: means a document issued in terms of regulation 3.

Angle of repose: means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away.

Bulk mixing plant: means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work.

Design: in relation to any structure, includes drawings, calculations, design details and specifications;

Designer means a competent person who-

- prepares a design;
- checks and approves a design.
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components.
- an architect or engineer contributing to, or having overall responsibility for a design.
- a building services engineer designing details for fixed plant.
- a surveyor specifying articles or drawing up specifications.
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shopfitter, or landscape architect.

Excavation work: means the making of any man-made cavity, trench, pit, or depression formed by cutting, digging, or scooping.

Explosive actuated fastening device: means a tool that is activated by an explosive charge and that is used for driving bolts, nails, and similar objects for the purpose of providing fixing.

Fall arrest equipment: means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines, or similar equipment.

Fall prevention equipment: means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines, or physical equipment such as guard-rails, screens, barricades, anchorages, or similar equipment.

Fall protection plan: means a documented plan, which includes and provides for -

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

Fall risk: means any potential exposure to falling either from, off or into.

Health and safety file: means a file, or other record containing the information in writing required by the act and applicable Regulations.

Health and safety plan: means a site, activity, or project specific documented plan in accordance with the client's health and safety specification.

Health and safety specification: means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

Material hoist: means a hoist used to lower or raise material and equipment, excluding passengers.

Medical certificate of fitness: means a certificate contemplated in regulation 7(8).

Mobile plant: means any machinery, appliance or other similar device that is able to move independently and is used for the purpose of performing construction work on a construction site.

National Building Regulations: means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008.

Person day means: one normal working shift of carrying out construction work by a person on a construction site.

Professional Engineer or Professional Certificated Engineer: means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000).

Professional Technologist: means a person holding registration as a Professional Engineering Technologist in terms of the Engineering Profession Act, 2000.

Provincial director: means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003.

Scaffold: means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both.

Shoring: means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation.

Structure means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure, or any structure designed to preserve or alter any natural feature, and any other similar structure.
- any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning, or dismantling and where any construction work involves a risk of a person falling.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

Suspended platform: means a working platform suspended from supports by means of one or more separate ropes from each support.

Temporary works: means any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work.

The Act: means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

1.2. Introduction to Health and Safety Specification

The project the demolition of dilapidated structures pertaining to erf 9650, 9651, 9649 and 9653 in Kimberley in the Northern Cape, with SAFEPRAC (Pty) Ltd appointed as the Client Health and Safety Agent by the Department of Public Works and Infrastructure-Kimberley, hereinafter referred to as the "Client." SAFEPRAC is responsible for developing the Site-Specific Health and Safety Specification and carrying out all duties associated with the Health and Safety Agent role, as mandated by the contract.

This Health and Safety Specification outlines the requirements for compliance with the Occupational Health and Safety Act (OHSA) and its associated regulations. However, adherence to health and safety requirements is not confined solely to this document. The principal contractor, along with all subcontractors, must be well-acquainted with and fully understand the impacts of health and safety legislation on their specific activities. Of particular relevance are the Construction Regulations of 2014 and the Occupational Health and Safety Act of 1993, which require that adequate resources be allocated to ensure compliance with all applicable legislative provisions.

In performing their duties, all contractors must prioritize compliance with these regulations, integrating health and safety considerations into their planning and operations throughout the project.

1.3. Objective of the Health and Safety Specification

The objective of this Health and Safety Specification is to establish a comprehensive framework for managing, mitigating, and preventing occupational health and safety incidents during the demolition of dilapidated structures pertaining to erf 9650, 9651, 9649 and 9653 in Kimberley in the Northern Cape. This document aims to ensure compliance with legal standards, facilitate effective hazard identification and risk assessment, and foster a safety-conscious culture among all individuals working on or impacted by project activities.

The specification provides the necessary requirements for controlling health and safety risks associated with construction work. It outlines standards and procedures the contractor must follow to comply with the Occupational Health and Safety Act of 1993 and associated regulations and standards, as prescribed under Section 44. These requirements apply even if certain standards are not specifically referenced within this document, ensuring a comprehensive approach to health and safety across all aspects of the project.

This document also sets forth the mechanisms for effective interaction between the contractor, SAFEPRAC, and the Client, establishing clear responsibilities for managing risks associated with construction activities. Contractors are expected to implement these health and safety provisions both on-site and in relation to all off-site activities related to the project, with a specific focus on transport operations and any off-site tasks dedicated to the project. Contractors are further obligated to enforce these provisions among all subcontractors and suppliers involved in the project.

Additionally, this specification must be reviewed in conjunction with key project reports prepared by other professional service providers as may be applicable. These include but not limited to:

- Detailed Design Report
- Designer specifications (each discipline)
- Existing Surveys Report

The Principal Contractor is required to engage with the project manager “DPWI” regarding these reports to ensure full compliance with all project-specific health and safety requirements. This coordinated approach supports the overall objective of achieving a safe and legally compliant construction environment at all stages of the project.

2. Project Overview

2.1. Project-Specific Details

2.1.1. Site Location and general overview

The project is located at 21–23 Market Square, Kimberley, within the Sol Plaatje Local Municipality, which falls under the Frances Baard District Municipality in the Northern Cape Province of South Africa.

The site is situated in the central business district (CBD) of Kimberley, a historically significant city known for its diamond mining heritage and vibrant commercial activity. The site is surrounded by among others; a mix of commercial, municipal, heritage buildings, Magistrate court and a taxi rank with the taxi association situated in close proximity, with active pedestrian and vehicular traffic throughout the day. Accessibility to the site is convenient, with several roads such as Southey Street, Stead Street, and Phakamile Mabija Road providing direct access routes.

Figure 1 below illustrates the local area and site boundary to assist contractors in accurately identifying the location for logistical planning, mobilization, and compliance with access control measures including traffic accommodation. It is recommended that contractors conduct a pre-construction site visit to familiarize themselves with the surroundings, identify access constraints, and plan site establishment accordingly.



Figure 1-Local Area of the site.

2.1.2. Scope of Works

The scope of work involves the extensive demolition of structures, including the isolation of existing services, stripping of building elements, and associated materials, site levelling, as well as comprehensive waste management and the hauling of rubble to a

registered waste disposal site. The works will also require extensive environmental management measures to mitigate dust, noise, and potential contamination during demolition, along with traffic accommodation to ensure minimal disruption and safety within the surrounding area.

The detailed scope must be thoroughly interrogated in the tender contract, Bill of Quantities (BoQ), and all relevant design specifications and supporting reports.

The Principal Contractor (PC) shall ensure that all applicable documents relating to the scope of work are reviewed and fully understood. This is critical to ensure that the contractor considers all necessary aspects to execute the works safely, responsibly, and in full compliance with environmental and legal requirements.

2.2. Emergency Services Access

Services		
Fire Brigade	Kimberley Station	053-832-4211
SA Police Service	Kimberley Station	10111 or 053-838-5500 053-839-7715/6 / 053-839-7724
Ambulance Services	Provincial	053-831-1954(5)/ 112/ 10177
	ER 24 Hours	084-124
	Care4You	082-447-7048/ 072-534-6724
	Emer-G- Med	086-100-7911
Animal Welfare	SPCA (KBY)	053-831-7625/082 376 7679
Hospital	Provincial Hospital	053-802-9111
	Mediclininc	053-838-1111
	Kimmed Private	053-807-7100
	Medicross	053-830-4200
Emergency Air Support	ER24	084 124
	HEMS Air Support	086-035-4448
Traffic Department	Sol Plaatjie Municipality	053-830-6220 / 053-830-6034/5/6
Electrical Departments	Municipality	053-830-6442
	Eskom 24hr Control	051-404-2023
Roads and Storm water	Municipality	053-830-6836
Refuse/Waste	Sol Plaatjie Municipality	053 830 6111

2.3. Key High-Level Risk Considerations

Activity	Hazard	High-Level Risk
The following are site-specific key risks identified for this project; however, this list is not exhaustive.		
Extensive Demolition of Structures	Failure to appoint a demolition specialist registered with ECSA, the absence of a structural survey by the contractor, and the lack of demolition method statements outlining sequencing by the Principal Contractor may lead to structural	Serious injury or fatality to workers and/or public

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Activity	Hazard	High-Level Risk
	collapse and falling debris	
Stripping of Building Elements	Sharp edges, unstable materials	Lacerations, trips, structural instability
Waste Handling and Removal	Hazardous materials, dust, debris	Respiratory issues, chemical exposure, environmental contamination
Hauling Rubble to Waste Site	Vehicle movement, overloading	Collisions, road incidents, damage to infrastructure
Traffic Accommodation	Inadequate control, signage failure	Public injury, traffic congestion, legal non-compliance
Environmental Management	Dust, noise, spillages	Environmental degradation, regulatory fines, public complaints
Site Levelling	Ground instability, machinery use	Equipment rollover, injuries from uneven surfaces
Excavation	Collapse of trench walls, buried services	Entrapment, service damage, serious injury or fatality
Concrete Pouring	Contact with wet concrete, formwork failure	Chemical burns, structural collapse, slips
Electrical Work (Isolation/Disconnection)	Live wires, arc flashes, faulty tagging	Electrocution, fire, equipment damage
Scaffold Erection and dismantling	Structural failure, incorrect assembly	Falls from height, collapse causing injury
Heavy Lifting	Equipment failure, load shift	Crushing injuries, dropped objects, operator injury

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Activity	Hazard	High-Level Risk
Extensive Working at Heights	Lack of edge protection, fall arrest failure	Fatal falls, falling objects
Material Transportation	Overloading, poor securing of loads	Spillage, collisions, injury to workers or pedestrians
Hot Works (Grinding, Cutting, etc.)	Sparks, flying debris, flammable materials	Burns, fire outbreaks, eye injuries
Public Safety	Uncontrolled access, debris ejection	Injury to public, reputational damage, legal consequences
Traffic Management	Poor signage, inadequate planning	Accidents, delays, injury to road users
Use of Hazardous Substances	Chemical exposure, incorrect storage	Burns, poisoning, environmental contamination
Working in Existing Contaminated Water	Waterborne pathogens, chemical exposure	Health risks, environmental spread, cross-contamination
Existing Services	Damage to live services (water, electricity, gas)	Service disruptions, electrocution, flooding, explosion
Adjoining Structures	Undermining foundations, vibrations, impact	Structural damage, legal claims, collapse risk and lateral support

The site-specific high-level key risks identified above are not exhaustive. It remains the full responsibility of the Principal Contractor (PC) to review all project-related documentation, including but not limited to the scope of works, design reports, specifications, and the Bill of Quantities. The PC is required to identify additional risks relevant to the project and develop suitable risk responses accordingly.

Failure to do so will be regarded as non-compliance with the duty of care and legal obligations under the Occupational Health and Safety Act and associated regulations. The onus rests solely on the PC and its contractors to ensure that all

foreseeable risks are identified, assessed, and adequately controlled prior to and throughout the execution of the works.

2.4. Technical Drawings and Specification

The Principal Contractor (PC) must acquire all relevant technical specifications and the most current versions of project drawings before initiating any work activities on-site. This includes ensuring that all documentation is up-to-date and approved by the designated designer or project consultant. By obtaining these resources in advance, the PC will be able to verify project requirements, confirm compliance with design codes and standards, and facilitate accurate planning and execution of tasks. Additionally, the PC shall coordinate with the design team and the Client's representatives to confirm that they have the latest revisions, as these documents are essential for adhering to safety requirements and maintaining quality control throughout the project.

2.5. Enhanced Health and Safety Requirements

Prior to the commencement of any activities on-site, all necessary drawings, designs, and method statements must be compiled and formally approved. Safe work procedures are required to be developed, and these procedures must correlate directly with the technical method statements and risk assessments. For further details on the requirements related to safe work procedures, risk assessments, and method statements, refer to Section 4.1 of this document.

Site Safety Rules:

- No laborers shall be permitted to remain on-site overnight or sleep on-site unless specifically agreed upon with the Client and aligned with all health and welfare requirements.
- A night watchperson shall be appointed to oversee site security during non-working hours.
- Personal Protective Equipment (PPE): PPE, as specified by the Client or the client agent, shall be worn at all times by all personnel on-site.
- The use of safety belts for elevated work is strictly prohibited. Only approved safety harnesses are to be utilized for work conducted at height.
- Any modifications to the design, scope, or work activities must receive formal approval from the Principal Agent (represents all parties) or his delegated agent prior to implementation.

- All construction activities must comply with the relevant building regulations, codes, and standards to ensure full adherence to quality and safety requirements throughout the duration of the project.

2.6. Environmental Consideration

In accordance with the National Environmental Management Act (NEMA), all applicable environmental legislation, and the project's environmental management objectives, the Principal Contractor (PC) and all subcontractors shall implement the following minimum environmental control measures for the full duration of the demolition works. Furthermore, the Client or the appointed CHS agent reserves the right to instruct the Principal Contractor to implement additional environmental measures, standards, or controls where deemed necessary to ensure compliance with applicable legislation, regulations, or project-specific environmental requirements. Such instructions shall be binding and must be actioned without delay:

- Environmental Policy

The Principal Contractor shall develop and implement a project-specific Environmental Policy that demonstrates the project's commitment to environmental protection and legal compliance. This policy must be signed by senior management, communicated to all employees and contractors, and made available on site at all times. It must be reviewed regularly to remain relevant to the evolving project conditions. Each subcontractor must ensure that their own environmental policies are current, aligned with the Principal Contractor's policy, and accessible for inspection on request.

- Environmental Management Plan (EMP)

The Principal Contractor shall prepare and implement a site-specific Environmental Management Plan (EMP) that addresses all potential environmental impacts associated with the demolition activities. The EMP must include procedures for waste management, spill control, protection of stormwater systems, noise management and surrounding natural resources, handling of hazardous substances, and environmental incident reporting. The EMP must be integrated into daily site management and communicated to all relevant personnel to ensure effective environmental compliance and awareness.

- Environmental Awareness and Training

All site workers, including subcontractor personnel, must undergo environmental awareness training before commencing any demolition-related activities. This training must cover site-specific environmental risks, waste segregation procedures, spill response protocols, and the process for reporting environmental non-conformances. Refresher training must be conducted as necessary, particularly when environmental risks change, or new activities are introduced. Records of all training must be maintained in the site's environmental file.

- Soil Erosion Prevention

To mitigate soil erosion during demolition activities, the contractor must minimise the disturbance of vegetation and topsoil, limiting such activities strictly to areas required for work. Erosion control measures such as silt fences, sediment traps, berms, or other suitable temporary containment systems must be installed in areas prone to runoff or soil displacement. All exposed soil surfaces must be stabilized using appropriate coverings or ground protection methods to prevent erosion. Additionally, all disturbed areas must be promptly rehabilitated upon completion of work in those sections. A detailed method statement outlining the erosion control measures, sequencing, materials to be used, and maintenance procedures must be compiled by the contractor and submitted to the Construction Health and Safety Agent (CHSA) for review and approval prior to the commencement of any demolition or ground-disturbing activities.

- Dust Control Measures

Effective dust suppression measures must be implemented throughout the demolition process to prevent health hazards and environmental nuisance. These include regular water spraying on demolition zones, haul roads within the site, and stockpiles, especially during dry and windy conditions. Loose materials and stockpiles must be covered or stabilised, and dust-generating activities such as grinding or cutting must be carried out with dust extraction systems or wet methods. All vehicles transporting debris must be covered to prevent dust release during transit.

- Noise Pollution Control

The contractor must take reasonable measures to reduce noise pollution during demolition activities. All plant and equipment must be fitted with functional

silencers and maintained in good working order. High-noise operations must be restricted to approved working hours, and advance notice must be given to neighbouring residents and businesses where particularly noisy activities are scheduled. Where necessary, temporary acoustic barriers must be installed to shield sensitive receptors from excessive noise.

- **Waste Management Requirements**

The Principal Contractor is responsible for ensuring that all demolition waste is classified, managed, and disposed of in full compliance with applicable environmental legislation and the project's Environmental Management Plan (EMP). Waste classification must be undertaken to determine the appropriate handling, transportation, and disposal method, in line with relevant regulatory standards. Only approved and registered waste disposal facilities shall be used by the Principal Contractor and its subcontractors. Prior to any waste being removed from site, the Principal Contractor must submit documentary evidence confirming the registration or official approval of the designated waste disposal site for review by the Construction Health and Safety Agent (CHSA). All demolition waste must be transported to a licensed landfill or permitted waste disposal facility. Following disposal, the Principal Contractor is required to submit supporting documentation, including the waste manifest, disposal slips, and any other relevant records, to the CHSA for verification and recordkeeping. Where feasible, recyclable materials shall be separated at source and transported to registered recycling facilities to minimise the environmental impact of the demolition activities.

2.7. Health and Safety Budget Allocation

In compliance with Construction Regulation 5(1)(g), the Principal Contractor is required to demonstrate that a sufficient budget has been allocated to cover all necessary and adequate health and safety measures for the full duration of the construction process. Accordingly, the Principal Contractor and all appointed contractors are expected to make provision for comprehensive health and safety management in their pricing.

A dedicated section within the Bill of Quantities (BoQ) has been provided for the explicit purpose of pricing the required health and safety provisions. In the event that this section or the designated Health and Safety Preliminaries is omitted or inadequately defined, the Principal Contractor is still required to incorporate the cost of health and safety measures into each applicable scope or activity item

within the BoQ. When compiling unit rates, all relevant health and safety provisions applicable to the safe execution of each activity must be factored into the rate. This approach ensures that the cost of legal compliance is embedded in the overall project execution cost and not treated as an afterthought.

Beyond ensuring sufficient budgetary allowance, the Principal Contractor must also, in accordance with Construction Regulation 7(1)(c)(ii), verify that all subcontractors considered for appointment have adequately priced for and planned the required health and safety measures in their tender submissions. No subcontractor may be appointed without satisfactory evidence of such provision.

Compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), its accompanying regulations including the Construction Regulations, 2014, and this Health and Safety Specification is mandatory. In the event of partial or total non-compliance, the Principal Agent reserves the right to withhold the issuing of any Progress Payment Certificate, including claims related to Health and Safety, until the contractor provides satisfactory proof of compliance.

The contractor shall not be entitled to any form of compensation, including interest, arising from such delay in payment. It must also be clearly noted that all legislated health and safety requirements will be deemed to be priced for by the Principal Contractor and/or its subcontractors within the BoQ. As such, no additional claims relating to health and safety compliance will be entertained.

3. Roles, Responsibilities, and Compliance

3.1. Notification to Commence Construction Work

The construction project meets the criteria outlined in Construction Regulation 4 and therefore requires formal notification to the Provincial Director of the Department of Employment and Labour prior to the commencement of construction activities.

In compliance with this requirement, the Principal Contractor shall complete and submit the prescribed Notification of Construction Work form (Annexure 2) to the Department no less than seven (7) calendar days before the start of any physical construction work on site.

Once the notification has been submitted, the acknowledgement of receipt from the Department whether in the form of a stamped Annexure 2 or an official acknowledgement letter must be included in the site's Occupational Health and Safety (OH&S) file, and provided to SAFEPRAC as confirmation of compliance prior work commencement.

3.2. Responsibilities of the Principal Contractor

The Principal Contractor is obligated to develop, provide, and demonstrate a comprehensive, well-documented, and coherent site-specific health and safety plan to the client. This plan must align with the client's health and safety specifications, as stipulated in Regulation 5(1)(b) of the Construction Regulations.

The Principal Contractor must also maintain a readily accessible health and safety file on-site, available to inspectors, the client or their agent, and any interested or affected parties.

Given the project's scale and the associated hazards and risks, a full-time Construction Health and Safety Officer must be appointed in writing to oversee all health and safety aspects on-site. This CHSO must be registered with a statutory body "SACPCMP", as approved by the Chief Inspector, and possess the necessary competencies and resources to support the contractor. He/She must also cooperate fully with the Client Health and Safety Agent during inspections, audits, and investigations.

The Principal Contractor is required to provide all subcontractors tendering for construction work with relevant sections of the health and safety specifications. Subcontractors cannot be appointed unless they possess the necessary competencies and resources to safely perform construction work. Each subcontractor must also have a valid "Letter of Good Standing" from the Compensation Commissioner before beginning work, and formal appointment in writing for their assigned portion of the project is required.

To ensure compliance, the Principal Contractor must conduct regular site audits and document verifications with subcontractors at mutually agreed intervals, at a minimum of once every 30 days. The Principal Contractor also retains the authority to halt any subcontractor's work that does not comply with the client's health and safety specifications or that poses a risk to health and safety.

Additionally, the Principal Contractor is responsible for ensuring that all employees hold a valid medical certificate of fitness, in the format of Annexure 3, as specified by the Construction Regulations 2014, relevant to the specific construction work they are performing.

The principal contractor must take all practicable steps to ensure site safety, particularly concerning structural stability during construction. This includes:

- Preventing the uncontrolled collapse of any new or existing structures, or any parts thereof, which may become unstable or temporarily weakened due to construction activities. Stability must be maintained at all times;
- Ensuring that no structure or part of a structure is loaded in a manner that would compromise its safety, avoiding any loads that could lead to structural failure or instability; and
- Keeping all design drawings related to the construction of the relevant structure on-site, available upon request to an inspector, other contractors, the client, and the client's agent or employee, thereby ensuring full transparency and regulatory compliance.

3.3. Designer duties

The following responsibilities shall be carried by designers in the project to ensure safety and regulatory compliance throughout the design and construction phases:

- The designer shall ensure all designs comply with the applicable safety standards as required by the Construction Regulations and Section 44 of the Act.
- The designer shall consider the client's health and safety specifications when developing the project design.
- Prior to tender, the designer shall provide a report to the client containing:
 - Relevant health and safety information that may impact construction costs,
 - Geotechnical and soil data, if applicable, and
 - The maximum loading capacity the structure is designed to support.
- The designer shall notify the client in writing of any known or anticipated risks related to the construction work, including all information necessary for safe execution, and update it if the design changes.
- The designer shall avoid the use of dangerous methods or hazardous materials in the design if safer alternatives are reasonably available.
- Future maintenance hazards shall be considered in the design, with features incorporated to minimize risks for maintenance personnel.
- If mandated by the client, the designer shall conduct inspections at critical construction stages to verify compliance with the design specifications.

3.4. Construction Work Supervision and Management

Appointments and designations must be documented in writing, specifying the duties, scope, and duration of each appointment. Appointees must be informed of these details and must acknowledge and accept them. Copies of all appointments, along with comprehensive CVs, certified proof of competency, and, where applicable, proof of registration, should be included in the contractor's health and safety file. Any updates or changes to appointees or their appointments must be promptly recorded. The principal contractor is responsible for ensuring that the necessary legal appointments for the project are made, which include but are not limited to the following:

- Occupational Health and Safety (OHS) Act:
 - 16.1: MD/CEO – Requires a board resolution.
 - 16.2: CEO delegation/ Contracts Manager.
 - 17: Health & Safety Representative with demonstrated competency.
 - 18: At least two Health and Safety Committee members designated from the Principal Contractor.
- Construction Regulations:
 - 8.1: Competent Construction Manager. (Full-time)
 - 8.1(a): Competent Alternate Construction Manager.
 - 8.2: Competent Assistant Construction Manager (required for project areas divided by Principal Contractor).
 - 8.5: Competent Construction Health & Safety Officer (Full-time).
 - 8.7: Construction Supervisors (for specific scopes of work/trades).
 - 8.8: Assistant Construction Supervisors (assist with specific scopes of work/trades).
 - 9.1: Competent Risk Assessor.
 - 10.1: Competent Fall Protection Plan Developer.
 - 12.1: Competent Temporary Works designer (Pr. Eng/Pr. Tech Eng)
 - 28(a): Competent Stacking and Storage Supervisor.
 - 29(h): Competent Fire Fighting Equipment Inspector.
 - Competent Scaffold Supervisor (to oversee all scaffold work, as referenced in SANS 10085-1:2024).
 - 19(8)(a): Competent Material Hoist Inspector (for material hoist operations and inspections).

- 21(g)(i) & (ii): Competent EAFD Controller (for equipment and fastening medium control)
 - 24(d): Competent Temporary Electrical Installation Inspector (for temporary connections and DBs including isolations for the demolition).
- General Administrative Regulations:
 - 9(2): Competent Incident Investigator.
- General Safety Regulations:
 - 3: Competent Level 2 First Aider for day shifts (mandatory for Principal Contractors, even with fewer than 10 employees on site).

3.5. Health and Safety Management Personnel Competency

Health and Safety Management Personnel	Competency Requirements
Construction Manager	• Experience and project CV detailing years worked in construction and projects of a similar nature to this project. • Legal liability training • Diploma or Degree in Building, CM, CPM or similar as deemed appropriate by the Principal Agent.
Construction Safety Officer	• Registered as CHSO or higher (Can CHSO and Can CHSM will not be accepted for lead role) • Fulltime on site • 5 years' Experience and CV detailing projects worked on of a similar nature must be provided to the OHS Agent for approval
Temporary Work Designer	• Registered with ECSA Pr. Eng/Pr. Tech Eng – Structural engineering. • 5 years' Experience or more and CV detailing projects worked on of a similar nature must be provided to the client appointed structural engineer for review and approval. • Hours/B-Tech - degree in structural Engineering or similar as deemed appropriate by the Principal Agent. • Evidence of knowledge of construction regulations and temporary works. (competencies).

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"



Health and Safety Management Personnel	Competency Requirements
Risk Assessor	• HIRA Certificate issued in accordance with SAQA unit standard 120330. • Experience CV detailing projects worked on of a similar nature.
Fall Protection Plan Developer	• Fall Protection Plan Developer certificate formal training course to SAQA unit standard 229994
Incident Investigator	• Formal training course to SAQA unit standard 259617 or 120335
Electrical Installations	• Electrical contractors' registration with DoL (or equivalent legal registration) as an Electrical Installation Contractor • Electrician (responsible for all new and temporary installations including isolation) registered with DoL as an Electrician with a valid yellow or red card.
Fire Fighting and Emergency Preparedness	• firefighting course is required.
Scaffold supervisor(s)	• Formal training course to SAQA unit standard 263224, supported by a valid working at heights certification to unit standard 229998.
Scaffold Inspector(s)	• Formal training course to SAQA unit standard 263205, supported by a valid working at heights certification to unit standard 229998.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

Health and Safety Management Personnel	Competency Requirements
Scaffold Erector(s)	Formal training course to SAQA unit standard 263245, supported by a valid working at heights certification to unit standard 229998.

3.6. Compensation for Occupational Injuries (COIDA)

The Principal Contractor shall provide the Client Agent and or the Client with a valid Letter of Good Standing from the Compensation Fund, as per the Compensation for Occupational Injuries and Diseases Act (COIDA). Additionally, the Principal Contractor shall ensure that all subcontractors are registered with the Compensation Fund and maintain their own valid Letters of Good Standing. The letter of good standing shall be updated and available to verify ongoing compliance with COIDA requirements throughout the project duration.

3.7. Health and Safety Policy and Planning

Prior to the commencement of construction, the Principal Contractor shall provide a comprehensive Health and Safety Policy that is endorsed by the Chief Executive Officer. This policy shall be communicated to all employees, and a copy of the policy shall be maintained in the Health and Safety file for reference and compliance throughout the project duration.

3.8. Health and Safety Organizational Structure

The Principal Contractor, along with all subcontractors, shall provide an organizational chart that clearly delineates the primary line management positions with assigned health and safety responsibilities. This chart shall identify each function responsible for health and safety management and oversight, highlighting reporting lines and accountability. The chart shall be kept up-to-date and available within the Health and Safety file to ensure clarity on roles, responsibilities, and communication pathways related to health and safety throughout the project.

4. Health and Safety Management

4.1. Risk Assessments, Permits, and Method Statements

The Principal Contractor and its contractor(s) shall carry out thorough risk assessments and develop method statements for all activities before any work begins. Additionally, a risk assessment plan and review procedure shall be drafted by the Principal Contractor and submitted to the Client Agent or Client for review and approval. For high-risk and non-routine tasks, a Permit to Work must be obtained from the client agent or client, and no high-risk activity may proceed without formal approval from the client agent for the associated risk assessment and method statement. Both the permit receiver (PC) and issuer (client agent) must inspect the activities covered by the Permit to Work. The Principal Contractor and its contractor(s) are fully responsible for any delays and costs that arise due to late submissions of these risk assessments or method statements.

All expenses related to conducting risk assessments and preparing method statements shall be borne by the Principal Contractor and its contractor(s). Should any risk assessment or method statement be found non-compliant with the health and safety requirements set by the Principal Agent (represents all parties) or his delegated agent, it is the responsibility of the Principal Contractor and its contractor(s) to immediately correct these deficiencies at their own cost.

Before commencing any work, the Principal Contractor and its contractor(s) must thoroughly communicate the method statements and/or risk control measures to all personnel involved in the construction work on site. Each team member must confirm their understanding by signing a "sign-off sheet." Documentation of all risk assessments and method statements must be kept on-site at all times and be available for review and audit by the Principal Agent (represents all parties) or his delegated agent.

4.2. Health and Safety Representatives

The Principal Contractor and Contractor shall ensure that Health and Safety Representative(s) are elected and trained to fulfill their roles effectively. These representatives must be democratically nominated, elected, and formally appointed in writing. Health and Safety Representative(s) are responsible for conducting regular inspections, maintaining records, and reporting to their supervisor to facilitate appropriate corrective actions. They shall also participate

in Health and Safety Committee Meetings and be actively involved in the investigation of incidents, accidents, and non-conformances.

The Health and Safety Representative(s) must be full-time employees who are familiar with the workplace conditions and activities within their designated areas. These representatives are required to have received appropriate Health and Safety Representative training and must be competent in carrying out their duties.

4.3. Health and Safety Committee Formation

The Principal Contractor, together with its contractors, shall establish a Health and Safety Committee that includes all designated OH&S Representatives, along with management representatives, ensuring that the number of management representatives does not exceed the number of OH&S Representatives on the committee. All members of the OH&S Committee shall be formally appointed in writing, with each appointment detailing the roles, responsibilities, and authority of each member.

The committee shall meet regularly, at intervals specified in the project's Health and Safety Plan, to discuss and address health and safety matters arising on-site. Meeting minutes shall be documented and made available for review by the Principal Agent (represents all parties) or his delegated agent. In addition, the OH&S Committee shall be responsible for:

- Reviewing incident reports and risk assessments to ensure appropriate follow-up actions are taken.
- Monitoring the effectiveness of safety procedures and recommending improvements as necessary.
- Overseeing the implementation of corrective actions for identified hazards, accidents, and non-conformances.
- Facilitating communication between workers, OH&S Representatives, and management on health and safety issues.
- Conducting safety audits and inspections to ensure compliance with relevant regulations and project requirements.

The Health and Safety Committee shall also have the authority to escalate issues that remain unresolved after internal review, ensuring that all necessary steps are taken to uphold the highest standards of health and safety on the project site.

4.4. Health and Safety Plan

The Principal Contractor including contractors under its control, must develop a Site-specific Health and Safety Plan that adheres to the client health and safety specifications and OHS act and regulations. This comprehensive plan should include a detailed scope and overview of the work to be undertaken, as well as clear appointment procedures for personnel involved in health and safety management. It is essential to establish processes for verifying the qualifications and competencies of individuals assigned to health and safety roles.

A critical aspect of the plan is the identification and assessment of hazards. This involves comprehensive procedures for identifying, evaluating, prioritizing, and controlling potential risks. Additionally, the plan should outline fall protection strategies to mitigate risks associated with working at heights. Employee training needs must be assessed to ensure that all personnel receive the necessary health and safety training. The plan shall take into consideration all health risk related hazards and provide mitigation measures.

Emergency management protocols are vital, detailing how to effectively respond to incidents, including evacuation plans and incident response procedures. The plan must also include guidelines for reporting medical incidents and lost time injuries, along with provisions for first aid. Furthermore, it should identify the necessary resources, such as personnel, equipment, and materials, required for safe operations, as well as procedures for the safe operation and routine maintenance of equipment.

Effective contractor control mechanisms are essential to ensure that subcontractors comply with the health and safety plan, and the plan should provide assurance that all activities adhere to applicable health and safety act and regulations. Induction procedures for employees, subcontractors, and visitors are important to familiarize them with site-specific health and safety practices.

The plan must also address change management control to manage any modifications to the project that may impact health and safety. Finally, closeout procedures should detail the steps for consolidating and handing over health and safety information to the Client upon project completion. The Principal Contractor is responsible for regularly reviewing and updating the Health and Safety Plan as work progresses, ensuring its ongoing relevance and effectiveness.

4.5. Health and Safety File

In accordance with Construction Regulation 7(1)(b), the Principal Contractor, along with each subcontractor appointed for the project, is required to establish and maintain a Health and Safety File on-site. This file will contain comprehensive records related to various aspects of the project.

Safeprac will conduct audits of the Contractors' Health and Safety Files prior to their appointment by the Client, as well as through routine monthly audits as deemed necessary. The findings from these audits will be communicated to both the Client and the Principal Contractor, along with recommendations for corrective actions where applicable. Upon receiving the audit results, the Contractor will be obligated to submit an action plan addressing any outstanding issues. This plan must be communicated in writing and should detail the specific measures to be implemented and the timeline for their completion.

Additionally, the Principal Contractor must notify Safeprac of all contractors scheduled to commence construction work at least two weeks in advance.

Important Note: Any serious non-compliance issues must be addressed immediately. If legal requirements are not met, work activities may be suspended until the non-compliance is adequately resolved. This action will be taken only after consultation with the Principal Agent (represents all parties) or his delegated agent, and will be implemented based on their final decision.

Upon the completion of the project or when the subcontractor's work cycle concludes, each Contractor must submit their complete Health and Safety File to the Principal Contractor. This file will then be consolidated into a master file, which will be archived by the Client for future reference (Refer to CR 7(1)(e)).

4.6. Medical Fitness Certification

The Principal Contractor and its contractor(s) shall ensure that all personnel employed on the project are medically fit and healthy for their designated roles. This includes conducting pre-placement health assessments as well as ongoing health evaluations to ensure that all employees are medically fit throughout the project.

Additionally, the Principal Contractor and its contractor(s) must require operators of mobile equipment to undergo an annual "fit for work" medical examination. This

examination, performed by a qualified medical practitioner, will confirm that the operator is free from deafness, impaired vision, epilepsy, heart disease, or any other condition that could potentially cause a loss of control over the machinery. Operators with chronic health conditions or those on long-term medication must be closely monitored to assess the impact of their treatment on their ability to perform their duties safely.

A copy of each employee's certificate of fitness, as issued by an occupational health practitioner in the Annexure 3 format, shall be kept on-site and made available for review when required.

4.7. Health and Safety Training Requirements

The Principal Contractor shall develop project-specific induction training, tailored to the site's risk profile, applicable specifications, and legislative requirements, and provide this training to all employees, contractors, and their personnel. As the project progresses, the induction training shall be reviewed and updated to ensure it remains site-specific and relevant.

In accordance with the Construction Regulations' definition of a competent person, the applicable Unit Standard (US) numbers, where registered, for all training required by the Act and Regulations, shall serve as the minimum proof of competency. These US numbers must be included in the Health and Safety Plan to validate the training and competency of all involved personnel.

All Principal Contractor management, employees, contractors, consulting team members, and visitors along with the Client's employees who wish to access the site must provide proof of General Induction Training conducted by the Principal Contractor. Additionally, all personnel, members of the professional team, and visitors must complete a comprehensive health and safety induction before entering the site, conducted by the Principal Contractor.

4.8. Inspection, Monitoring, and Reporting

The client and/or SAFEPRAC will conduct audits and Occupational Health and Safety (OHS) inspections throughout the project lifecycle. Any deviations identified, along with the necessary corrective and remedial actions, must be documented in a Deviation Register for proper tracking and closure. The principal

contractor is responsible for maintaining this register and ensuring that health and safety personnel provide or record all relevant information as required.

Additionally, the principal contractor is obligated to conduct internal inspections, audits, and regular on-site walkabouts. They must also ensure that all contractors under their supervision are adequately audited and comply with the necessary OHS Act and regulations including legislated minimums.

4.9. Emergency Response Preparedness

The Principal Contractor (PC) must develop and submit a detailed Emergency Preparedness and Response Plan (EPRP) as part of the Health and Safety (H&S) File. The plan must adhere to and/or consider the following specifications, including but not limited to:

- **Key Personnel and Roles**
 - List of key personnel responsible for managing emergencies.
 - Roles, contact details, and specific responsibilities for both internal and external teams.
 - Identification of Emergency Coordinators and their assistants for each site.
- **Details of Emergency Services**
 - Contact list of local and regional emergency services (e.g., Fire Department, Ambulance, Police, Medical Service etc.).
 - Arrangements with private or third-party emergency providers, if necessary.
 - Details of any on-site medical or emergency response teams.
- **Emergency Response Procedures**
 - Fire: Evacuation procedures, fire extinguishing equipment usage, assembly points, and communication protocols.
 - Spills: Containment and mitigation steps, including disposal procedures and environmental protection measures.
 - Accidents/Injuries: First aid, transportation to medical facilities, and reporting requirements.
 - Hazardous Substances: Containment and emergency handling measures for hazardous materials.
 - Damage to Municipal Services: Plans for responding to accidental damage to water, electricity, or sewage systems.

- Other Site-Specific Emergencies: Procedures for any additional incidents.
- Hazardous Materials and Risk Information
 - Comprehensive list of hazardous materials, including associated risks and impacts on health and the environment.
 - Measures for exposure, spills, or accidents, including PPE requirements and safe disposal.
 - Identification of hazardous material storage areas, with appropriate signage and access control.
- Risk Assessments and Safe Work Procedures
 - Development and submission of a Risk Assessment and Safe Work Procedure (SWP) for identifying and protecting municipal services (water, electricity, sewage). (refer to section 4.1 above)
 - Document review and approval by H&S Agent, and relevant technical team members.
- Alignment with existing facility's Emergency Plan
 - Collaboration with existing facility's management to align the construction site's EPRP with the facilities emergency procedures.
 - Coordination of evacuation routes, assembly points, and communication protocols.
- Emergency Equipment and Facilities
 - List and location of emergency equipment (e.g., fire extinguishers, first aid kits, spill containment kits).
 - Clear marking of emergency assembly points and ensuring unobstructed routes.
- Communication and Training
 - Regular training and updates for site personnel on emergency procedures.
 - Scheduled emergency drills.
 - Clear instructions for reporting emergencies and communication during emergencies, including the use of two-way radios.
 - Prominent posting of emergency contact information.
- Continuous Review and Updates
 - Regular review and updates of the EPRP in response to changes in site conditions, personnel, or project phases.

- Communication of updates to relevant stakeholders, including the Principal Agent (represents all parties) or his delegated agent and affected parties.
- Monitoring and Documentation
 - Documentation of all emergencies, near-misses, and incidents, including corrective actions.
 - Maintenance of records for emergency drills, training sessions, and equipment inspections in the H&S File.

4.10. First Aid Equipment and Supplies

The Principal Contractor must adhere to the following First Aid provisions on site:

- A trained Level 1 or higher First Aider(s) must be appointed for the site, regardless of the number of employees present. The appointed First Aider(s) must complete accredited first aid training prior to starting work on site.
- Valid First Aid certificates for all appointed First Aiders must be kept on site for reference and compliance verification purposes.
- The Principal Contractor must provide a fully stocked First Aid Box on site. The First Aid Box must be maintained with adequate supplies at all times and must be easily accessible.
- The First Aid Box must be managed and controlled by a qualified First Aider to ensure proper use and availability during emergencies.
- The Principal Contractor must ensure that a qualified First Aider is always present on site throughout the duration of the project.

4.11. Incident Reporting and Investigation Procedures

The Principal Contractor must appoint a competent person to serve as the Incident/Accident Investigator. This investigator will be responsible for conducting thorough investigations into all reportable incidents and accidents, ensuring compliance with legal and project-specific requirements. The appointed investigator's competency and experience must meet industry standards to ensure the effective identification of root causes and the development of corrective actions.

The Principal Contractor must further establish and maintain an Accident and Incident Register for the entire duration of the project. This register must capture

all accidents and incidents, categorizing them by type, location, and cause of injury, with the objective of identifying trends and patterns.

In accordance with Section 24 of the Occupational Health and Safety (OHS) Act and General Administrative Regulation 8, the Principal Contractor is required to report all incidents where an employee, while on duty:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Suffers an injury or illness to such an extent that they are likely to either:
 - Die
 - Suffer a permanent physical defect
 - Be unable to work or continue their duties for at least 14 days

Additionally, the contractor must report incidents involving:

- Major incidents
- Situations where the health or safety of any person was endangered
- Spills of dangerous substances
- Uncontrolled release of substances under pressure
- Machinery failure, resulting in flying, falling, or uncontrolled moving objects
- Machinery running out of control

In the event of any reportable incidents, the Principal Contractor must immediately notify the Client, SAFEPRAC, and the Provincial Director of the Department of Labour by telephone and via fax or email.

Furthermore, the Contractor is required to provide the Client and SAFEPRAC with copies of all statutory reports as required by the OHS Act within 7 days of the incident. This includes all internal and external accident/incident investigation reports, as well as any other relevant documentation, within the same 7-day period.

5. Construction Work Operations and Safety Precautions

5.1. Safety Signage Requirements

The Principal Contractor (PC) must ensure that all relevant health and safety signage is prominently displayed throughout the site to enhance employee safety awareness and help mitigate the risk of incidents or accidents. Properly placed signage serves as a critical visual reminder of safety protocols and site hazards.

The following Occupational Health and Safety (OHS) signage must be displayed on-site:

- Prohibition Signs: Indicating actions that are not permitted, such as "No Entry" or "No Smoking."
- Mandatory Signs: Communicating required safety actions, such as "Hard Hats Must Be Worn" or "Safety Goggles Required."
- Warning Signs: Highlighting potential hazards, such as "High Voltage" or "Slippery Surface."
- Safe Condition Signs: Indicating safe areas or exits, such as "First Aid Station" or "Emergency Exit."
- Fire Equipment Signs: Identifying the location of fire-fighting equipment, such as "Fire Extinguisher" or "Fire Hose."

To ensure thorough understanding, training on the meaning and importance of OHS signage must be included as part of the site's induction process for all employees and contractors.

5.2. Lockout and Tagout Procedures

The Principal Contractor is responsible for ensuring strict adherence to the procedures regarding the control of hazardous energy sources during maintenance and servicing of machines or equipment:

- Energy Isolation and Verification:
 - Prior to performing any work on the plant or building, DB's, machines or equipment, the Principal Contractor must ensure that all energy sources are completely isolated, and residual energy is safely discharged.
 - The contractor must strictly follow site-specific Lockout/Tagout (LOTO) procedures and the Permit to Work (PTW) system to safeguard workers.

- The absence of residual energy must be verified using appropriate equipment or methods specific to the type of machine and energy involved, before commencing any work.
- Personnel Training:
 - The Principal Contractor must ensure that all affected personnel, including subcontractors, receive adequate training on the LOTO procedures and PTW system to ensure they fully understand the risks and the proper use of safety controls.
- LOTO Implementation:
 - Lockout/Tagout procedures must be implemented before servicing or maintenance is performed on any machine or equipment that could unexpectedly start, become energized, or release stored energy, thereby exposing workers to potential injury.
 - Alternative measures that offer equally effective protection may only be used if LOTO procedures are not feasible.
- Individual Lock and Key:
 - Each authorized person involved in the LOTO procedure must be issued with an individual lock and unique key, ensuring compliance with the standard "One person, one lock, one key".
 - It is the responsibility of the contractor to supply these locks, keys, and necessary devices (such as lock boxes) to all personnel under their management.
- Securing De-Energized Areas:
 - The contractor must secure all areas where energy sources have been de-energized to prevent unauthorized access. Appropriate signage must be erected to warn of the locked-out status of machines or equipment.
 - All affected personnel, including subcontractors, must be notified of the lockout status to prevent accidental re-energization.
- Permit to Work for Commissioned Equipment:
 - Once any electrical equipment, plant, or system has been energized and released for commissioning, no further work may be performed on the equipment or system without obtaining a valid Permit to Work (PTW) from the Principal Agent (represents all parties) or his delegated agent.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

5.3. Contractor Oversight and Management

The Principal Contractor (PC) is responsible for ensuring full compliance with legal obligations regarding the management of contractors appointed to perform any part of the works, as stipulated in Construction Regulation 7(1)(c).

The Principal Contractor must maintain and provide an up-to-date list of all contractors working on site under their authority. This list should include:

- The names of all appointed contractors.
- The nature of the agreements between the Principal Contractor and each contractor.
- A clear description of the scope of work being undertaken by each contractor.

The Principal Contractor is required to actively monitor the health and safety compliance of all appointed contractors. This must be done through:

- Regular audits of contractor Health & Safety (H&S) Plans to ensure alignment with both the contractors' safety commitments and the Health & Safety Specification.
- Verification of documentation to confirm compliance with regulatory requirements.
- Audits and documentation reviews of contractors must be conducted at regular intervals, with the period between audits not exceeding 30 days, as mandated by Construction Regulation 7(1)(e)(vii).

5.4. Material Storage and Stacking

The Principal Contractor (PC) must appoint a Stacking and Storage Supervisor to ensure the following requirements are adhered to and comply with Construction Regulation 28 and General Safety Regulation 8 throughout the project. All stacking and storage areas must be clearly defined, properly demarcated, and strictly controlled to prevent any encroachment onto roadways, walkways, or operational zones. When stacking materials such as building materials including piping for plumbing works, adequate chocks or stabilizing devices must be used to prevent any movement or rolling. Stacks are to be safely dismantled from the

top, and all employees involved in these operations must be trained by contractors on the correct and safe procedures for stacking and dismantling. In the event of unstable or unsafe stacks, immediate action must be taken to dismantle and re-stack them properly to avoid hazards. The Stacking and Storage Supervisor will oversee these measures, ensuring safe, compliant, and orderly stacking operations on-site.

5.5. Ergonomic Safety Measures

The Principal Contractor is required to incorporate ergonomics risks into their risk assessments in strict compliance with Ergonomics Regulation 6(1)(a). This includes evaluating factors such as posture, repetitive movements, workstation design (On site offices), and manual handling tasks. By addressing these risks, the contractor will not only optimize the worker-task relationship, but also enhance overall productivity and minimize the incidence of chronic conditions such as musculoskeletal disorders, back strains, joint problems, and mental fatigue. Furthermore, the Principal Contractor should ensure that appropriate control measures, such as ergonomic equipment, task rotation, and worker training, are implemented to maintain compliance and promote long-term employee health and safety.

5.6. Housekeeping and Site Safeguarding

The Contractor shall ensure that the work area is consistently maintained in a clean, tidy, and well-organized condition, free from any debris or waste generated by ongoing activities. Daily housekeeping shall be performed, with a thorough and comprehensive cleaning of each work area conducted on a weekly basis. All waste disposal practices must strictly comply with the National Environmental Management Act (NEMA), ensuring proper environmental management and legal compliance.

All equipment, materials, and vehicles shall be stored in a systematic and orderly manner to prevent hazards and ensure safe access. Under no circumstances shall access to emergency equipment including exits, telephones, safety showers, eye wash stations, fire extinguishers, pull boxes, and fire hoses be blocked, restricted, or otherwise disturbed. The availability and accessibility of these critical safety items must be maintained at all times to ensure prompt response in the event of an emergency.

5.7. Welfare Facilities Provision

- Provision and Maintenance of Facilities:
 - The Principal Contractor shall ensure the provision, construction where necessary, and maintenance of adequate welfare facilities on the construction site, fully complying with the standards outlined in Construction Regulation 30 and the Facilities Regulations. This includes facilities for sanitation, washing, changing, rest areas, and any other welfare services required for the employees.
- Responsibilities for Appointed Contractors
 - In cases where the Principal Contractor appoints additional contractors as per CR 7(1)(c)(v), it is the responsibility of the Principal Contractor to ensure that all appointed contractors provide suitable welfare facilities for their employees in accordance with Construction Regulation 30. If any appointed contractor is unable to fulfill this requirement, the Principal Contractor must assume responsibility for providing such facilities, counting these employees alongside their own to maintain the required ratios.
- Sanitary Facilities
 - All sanitary facilities must be kept clean and maintained on a daily basis. Adequate toilet paper, handwashing stations with soap, and clean water must be made available at all times. Separate facilities must be provided for male and female workers to ensure privacy and compliance with regulatory health and safety standards.
- Chemical Toilets
 - In the event that chemical toilets are hired, the Principal Contractor shall mandate the supplier to service and thoroughly clean the toilets at least bi-weekly (twice per week), irrespective of the number of employees using them. This servicing schedule must be strictly adhered to, ensuring the hygiene and cleanliness of the facilities at all times.
- Facility Ratios

- The ratio of employees to sanitary facilities shall not exceed 30:1. This ratio must be strictly followed to ensure adequate access to clean and functional welfare facilities for all employees on site.
- Other Welfare Provisions
 - In addition to sanitary and washing facilities, rest areas, and shelter from adverse weather conditions must be provided as part of the welfare facilities. All welfare areas should be safe, clean, and conducive to the well-being of the construction workers.

5.8. Construction Vehicles, Mobile Plant and Traffic Management on Site

The Contractor shall develop and implement a comprehensive, site-specific Traffic Management Plan (TMP) in full compliance with Construction Regulation 23(1)(f) and 23(2)(b). This TMP must include a detailed schematic site layout that clearly identifies internal access routes, designated loading/unloading zones, pedestrian exclusion areas, and control points for the movement of construction vehicles and mobile plant.

The TMP must address procedures for both safe access to and egress from the site, ensuring minimal disruption to surrounding public traffic while maintaining strict adherence to all applicable safety protocols. It must also incorporate provisions for coordination with local traffic authorities where public interfaces are involved.

The TMP shall further detail signaling arrangements and traffic control measures for managing construction vehicles and mobile plant, especially at points where they enter or exit the site via public roadways. Adequate signage, barriers, and delineation must be provided to prevent accidents and protect both construction personnel and members of the public.

All flagmen deployed to enforce the TMP must be adequately trained and competent in vehicle direction and traffic flow management. Documented proof of such training shall be maintained in the site safety file and made available upon request for verification by client representatives or regulatory bodies. The overall objective of the Traffic Management Plan is to ensure safe and efficient traffic flow, while preventing potential hazards associated with construction-related vehicle movement.

The closure or restriction of any public road must strictly conform to the South African Road Traffic Signs Manual (SARTSM), Volume 2, Chapter 13. Prior to

implementing any such closures or deviations, the Principal Contractor shall notify the relevant local authorities in writing. Where applicable, formal written applications for temporary road closures, partial lane closures, or traffic deviations must be submitted to and approved in writing by the local traffic department or road authority.

No traffic disruptions may commence without receiving the necessary approvals. All traffic accommodation measures must be implemented in strict accordance with the approved TMP and aligned with all relevant national and municipal guidelines.

Non-compliance with these requirements may result in regulatory enforcement, financial penalties, or the suspension of construction activities until full compliance is achieved.

5.9. Electrical Installations

In accordance with the Electrical Installation Regulations, 2009, special attention must be given to the following requirements for electrical installations:

- All electrical installation work must be conducted under the direct supervision of an individual registered with the Department of Labour as an Electrical Contractor. Proof of this valid registration must be readily available on site.
- No electrical supplier shall connect or authorize the connection of any electrical installation without the presentation of a valid certificate of compliance. This certificate must be issued by an accredited individual following an inspection and testing of the installation, and must be provided to the supplier by the user of the installation.
- The Electrical Contractor must be registered with the Electrical Contracting Board of South Africa (e.g., ECASA etc.) and possess valid certification to perform such work.
- The responsibility for the safety, proper use, and maintenance of the electrical installation lies with the user or lessor of the installation.

Design drawings for electrical installations must be approved by a person deemed competent according to paragraphs (b), (c), or (d) of the definition of a competent person in Regulation 1 of the General Machinery Regulations (1998), or by a person registered in a professional category under the Engineering Professions Act (2000). Additionally, the Electrical Contractor must perform a site-specific risk

assessment, ensuring that it incorporates the relevant standards for electrical installations.

The Principal Contractor shall also develop a comprehensive Electrical and Mechanical Lockout Procedure, integrated within a Permit to Work Procedure. This procedure must be documented, and responsibility for its implementation and oversight must be delegated in writing to a competent individual who will exercise general control over all electrical and mechanical lockout activities. Refer to the Lockout/Tagout (LOTO) procedures outlined in this health and safety specification.

During the testing and commissioning phase of electrical installations, the work areas must be clearly demarcated and equipped with appropriate warning signage to restrict access and ensure the safety of personnel. These precautions are essential to prevent unauthorized entry and to maintain safety while commissioning activities are in progress.

5.10. Hazardous Chemical Agent Handling (HCA)

The use and storage of Hazardous Chemical Agents (HCA) on site must be managed under the supervision of an appointed, competent person who has been adequately trained in the correct handling, use, and storage of hazardous substances. This individual must be fully conversant with all necessary safety precautions to ensure the protection of all site personnel at all times. The appointed person shall be responsible for maintaining safe practices and overseeing the use and management of hazardous chemicals on site.

All chemicals brought onto the site by the Principal Contractor (PC) and its subcontractors must be properly labelled, clearly indicating the nature of the substance, and must be segregated appropriately to prevent hazardous interactions or accidental mixing. It is the responsibility of the PC to ensure that all personnel are adequately informed about the potential hazards associated with the chemicals being used, and that safety trainings are conducted to raise awareness of these risks.

The use, storage, and disposal of all hazardous substances must strictly adhere to the requirements outlined in the relevant Safety Data Sheets (SDS) and comply with applicable Regulations. The PC and its contractors must ensure that all hazardous materials are handled in accordance with the prescribed health and safety requirements to prevent exposure risks, environmental contamination, or

accidents. Regular inspections and monitoring must be conducted to verify compliance and to ensure that all safety measures are maintained at all times.

5.11. Personal Protective Equipment (PPE)

The Principal Contractor (PC) shall be responsible for identifying and addressing on site hazards by either eliminating them or implementing appropriate protective measures. Personal Protective Equipment (PPE) should be considered a last resort; therefore, the PC must ensure that employees are informed of any associated risks and provided with suitable PPE at no cost.

Additionally, the PC shall maintain the PPE and provide training to employees on its proper use and limitations, ensuring compliance with General Safety Regulation (GSR) 2(5). It is imperative that employees adhere to Section 14(b) and (c) of the Occupational Health and Safety (OHS) Act, which may require them to wear additional PPE as deemed necessary for their safety.

The PC shall enforce specific PPE requirements for all employees, visitors, and non-employees on construction sites. These requirements include protective overalls, steel-toed safety footwear, hard hats, eye protection, hearing protection, high-visibility vests or jackets, fall arrest systems when working at heights, and chin straps for hard hats when working in elevated positions.

Lastly, all PPE must comply with the relevant South African National Standards (SANS) Code requirements to ensure the safety and well-being of all individuals on site.

5.12. Fire Safety Measures on Site

All Contractors are required to provide adequate fire-fighting equipment that is regularly serviced and strategically located throughout the site, including at storage areas and during hot work activities. The extinguishers must be appropriate for all anticipated classes of fire. Proper signage and notices must be displayed as needed.

Before commencing work on this project, the Principal Contractor must conduct an initial fire risk assessment of the site and the office/storage compound. If there are any questions regarding the validity of this assessment, the local Fire Department's fire prevention division should be consulted to ensure that the fire-fighting equipment is suitable for the construction phase.

The fire risk assessment should be reviewed at least monthly, as well as after any incident or prior to initiating any new hot work activities. During any hot work, additional fire extinguishers must be readily available. Contractors are responsible for adhering to hot work procedures and must possess method statements that outline the safe working procedures.

5.13. Safe Lifting Operations

Cranes and lifting equipment must be designed and constructed according to recognized technical standards and operated in compliance with the Driven Machinery Regulation, as outlined in Construction Regulation 22, Construction Regulation 27, Driven Machinery Regulation 18, and SANS 12480-1. These regulations must be strictly applied to all tower cranes, mobile cranes, lifting tackles, and related operations.

Before establishing a tower crane's base area, soil conditions must be approved by a registered professional engineer. Additionally, an independent Lifting Machine Inspector (LMI) must conduct a full inspection after the crane's erection, with documentation maintained in the site safety file. Operators, supervisors, and inspectors must be legally appointed and possess the required competency and experience, with all training providers accredited by the Transport Seta as per notice R.910 of 2015.

Evacuation procedures, risk assessments, safe working procedures, and lifting plans must be developed and communicated to all relevant employees on site, with documented proof kept in the site health and safety file. Maintenance records for the tower crane, including the last major service and regular servicing every 1,000 hours, must also be available for inspection.

The Principal Contractor is responsible for ensuring that necessary inspections and performance tests are conducted by a competent registered LMI, retaining documented proof in the health and safety file. Specific inspection intervals include annual inspections of the entire installation, six-month checks for ropes and other attaching devices, and three-month inspections for lifting tackles.

A clearly defined and demarcated safe operating area must be established beneath the lifting zone, with warning signage and a watcher to prevent unauthorized access. If loads will pass over public roadways or pedestrian areas,

appropriate barricading must be erected, or enclosed walkways provided for pedestrian protection.

According to SANS 12480-1, guide ropes or steady lines must be used to eliminate manual handling of suspended loads. Worn or damaged lifting equipment must be discarded, and ropes should be inspected by a competent person every three months, with results documented. The Contractor must notify the Civil Aviation Authority if a tower crane or mobile crane exceeds allowable limits.

5.14. Portable Electrical Tool Safety

The Principal Contractor (PC) and its subcontractors must ensure that all portable electrical tools and equipment are maintained, inspected, and used in strict compliance with the standards outlined in Electrical Machinery Regulation 10. Portable electrical tools include any electrically powered device that is movable and used in the workplace, such as drills, saws, grinders, and portable lights.

In addition to portable electrical tools, electrical appliances like fridges, hotplates, and heaters must also be inspected and maintained to the same standards. Similarly, extension cords are considered portable electrical equipment and must undergo the same level of inspection and maintenance.

For portable electric lights used in areas with insufficient natural light, the PC must ensure they are properly constructed, insulated, safeguarded, and used in compliance with Electrical Machinery Regulation 11. In cases where lighting conditions fall below the minimum requirement as defined in Environmental Regulation 3 and its associated schedules, additional lighting must be provided to allow work to be performed safely.

Night work must not be conducted without written permission from the Principal Agent (represents all parties) or his delegated agent, and SAFEPRAC must be informed of all night work activities. The PC is responsible for providing sufficient lighting for all night work, and any failure to do so will result in the immediate cessation of work.

6. Special Work Conditions

6.1. Demolition

The project entails extensive demolition as such all-demolition work including alterations must be carried out in strict compliance with Construction Regulation 14, ensuring that all precautionary measures to prevent the uncontrolled collapse of structures and the falling of materials during demolition and disposal are meticulously followed. A thorough structural engineering survey of the building or structure(s) to be demolished must be conducted beforehand by the PC appointed demolition supervisor and temporary works designer (PC's structural Engineer). Based on this survey, these two appointed competent persons must develop a demolition plan and method statement outlining the demolition procedure to be followed. The demolition plan and method statement to be sent to the client appointed structural engineer and CHSA for comments.

Prior to commencing any demolition and alteration activities, a detailed risk assessment derived from the method statement must be prepared and reviewed by SAFEPRAC. The demolition work itself may only proceed under the constant supervision of a competent person, who has been formally appointed in writing.

Throughout the demolition and alteration process, the structural integrity must be regularly inspected at intervals specified in the method statement by the appointed competent person, ensuring that premature or unplanned collapses are avoided.

Furthermore, it is essential to take precautions to avoid overloading any floors, roofs, or other structural parts with debris or materials, which could compromise safety. The load-bearing capacity of floors and roofs must be determined prior to any storage of equipment, tools, or demolition debris, and under no circumstances should the established load capacity be exceeded.

6.2. Public Health and Safety Considerations

In line with Section 9 of the OHS Act, all contractors are responsible for ensuring that non-employees, including consulting team members, visitors, and Client employees seeking access to the site, as well as all non-employees affected by the construction work, are made fully aware of the potential dangers associated with construction activities. Contractors must also ensure that appropriate

precautionary measures are communicated and observed to prevent or mitigate these risks.

Non-employees encompass various groups, such as visitors entering the site, the surrounding community, pedestrians, road users, and the general public. To safeguard these individuals, contractors must post clear and visible signage warning of construction hazards in and around the site. Additionally, all workers on site must be instructed to ensure that non-employees are protected at all times.

Before entering the site, non-employees must receive an induction that covers the identified hazards, associated risks, and the necessary control measures. They must be accompanied by a designated person to the site office for further guidance and oversight.

To protect the surrounding community and the public, contractors must implement adequate dust suppression measures to reduce exposure to airborne dust. Furthermore, all truckloads must be properly covered or secured to prevent materials from falling onto public roads, ensuring safe conditions for road users.

Noise management during construction is crucial to minimize disturbances to neighboring properties and the public near the site. Contractors are responsible for controlling noise levels to ensure they do not cause undue disruption.

6.3. Fall Protection and Working at Heights

In accordance with Construction Regulation 10 and General Safety Regulation 6, a preemptive Risk Assessment and Fall Protection Plan must be developed for any work conducted above one metre from the ground or floor level. This includes any activities classified as "Working at Height" or "Work in Elevated Positions." The Fall Protection Plan must include all the requirements outlined in Construction Regulation 10(2) and must also define a procedure for reviewing the plan, along with a documented disciplinary process for non-compliance.

All employees working in elevated positions must receive appropriate training to perform their duties safely and without risk. Before beginning any such work, employees must complete basic Working at Heights training aligned to US 229998, with proof of this training maintained in the contractor's site safety file.

Whenever possible, workers in elevated positions must use platforms, ladders, or other devices that provide safety equivalent to ground-level work. While working in such positions, workers must use a full-body harness with shock absorbers and

a double lanyard to prevent falls. The safety harness should be secured away from the edge, ensuring the worker cannot move beyond the safe area.

All employees working in elevated positions must have valid medical certificates of fitness issued by a registered Occupational Health Practitioner. In addition, these employees must complete a questionnaire to assess their physical and psychological fitness for working at heights. All certificates and assessments must be readily available on-site.

For roof work, the Risk Assessment must address the possibility of falls through fragile materials such as skylights, soffits, roof openings, and support structures like steel trusses and purlins.

Life lines and anchor points must be designed and approved by a competent person or Design Engineer, complying with SANS 50795:1996. Anchors must be installed and tested by a competent individual and must meet the requirements for "basic anchors" as specified in the SANS 50795 standard. Safe Working Load (SWL) certificates for life lines, fall arrest, and fall prevention equipment must be displayed on-site, with records of inspections and tests maintained.

In accordance with Construction Regulation 10, the Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated until permanent protection is installed. Temporary guarding must be of sufficient height, strength, and stability to prevent falls. Acceptable edge protection includes:

- Physical barriers capable of supporting a person's weight in the event of a fall (wire or orange netting is not deemed sufficient).
- Fully boarded external façade scaffolding with a handrail and knee rail at the slab level.
- Visual barriers such as orange webbing placed at least 1.5 meters from the slab or opening.

Employees working near edges or openings must use double shock-absorbing lanyards attached to a secure structure capable of supporting their weight in the event of a fall.

Scaffolding used in construction must comply with Construction Regulations 12 and 16, as well as SANS 10085-1:2024 "The Design, Erection, Use & Inspection of Access Scaffolding." The Principal Contractor must ensure that scaffolding is properly designed, erected, and maintained to meet load-bearing requirements.

Only trained and experienced personnel may erect, alter, or dismantle scaffolding under the supervision of a competent person appointed in writing. Scaffolding Inspectors and Erectors must be appointed separately, and continuous inspections must be recorded in scaffold inspection registers. Tags indicating whether scaffolding is “Safe to use” or “Not Safe” must be displayed, and scaffolding without tags will be deemed non-compliant.

Scaffolding must also be approved by a registered professional engineer upon completion, with a handover certificate provided to the contractor. Any modifications, such as the addition of hoists or advertising banners, must be reapproved by the engineer.

In compliance with General Safety Regulation 13A, all ladders must be fit for purpose, regularly inspected, and registered on-site. Daily visual inspections and monthly checklists must be conducted and recorded. Extension ladders must extend at least 900mm above the landing, be fastened securely, and placed at a safe angle. Stepladders must be in good repair, with spreaders and locking devices in place.

Records of ladder inspections must be maintained in the site safety file, and contractors using their own ladders must comply with General Safety Regulation 13A.

6.4. Excavation Safety Measures

The Principal Contractor, along with its contractors, must appoint a qualified excavation supervisor with demonstrated competence in managing excavation activities. This individual should possess the necessary training and experience to oversee all excavation operations effectively.

- **Site Assessment**

Before commencing excavation work, a thorough site assessment must be conducted to identify any potential hazards, including existing underground services, unstable ground conditions, and environmental factors that could affect the excavation process.

- **Excavation method statement**

A detailed excavation method statement must be developed, outlining the scope of work, methods to be used, and specific safety measures to be implemented. The method statement should include:

Any reference to words “Bid” or “Bidder” herein and/or in any other documentation shall be construed to have the same meaning as the words “Tender” or “Tenderer”

- Excavation Depths and Dimensions: Clearly define the dimensions of the excavation, including depth, width, and length.
 - Support Systems: Specify the type of shoring, bracing, or other support systems to be used in accordance with the anticipated loads and soil conditions.
 - Access and Egress: Ensure safe access and egress for workers, including ladders or ramps, as necessary.
- Hazard Identification and Risk Assessment (HIRA)

Conduct a comprehensive hazard identification and risk assessment specific to the excavation activities. The assessment must consider:

 - Soil stability and type.
 - Potential for cave-ins or collapses.
 - Proximity to underground utilities.
 - Weather conditions affecting the site.
- Control Measures

Implement control measures based on the HIRA, which may include:

 - Excavation Safety Procedures: Establish protocols for safe excavation practices, including procedures for monitoring soil conditions and adjusting support systems as needed.
 - Barrier Systems: Install protective barriers or fencing around the excavation site to prevent unauthorized access.
 - Personal Protective Equipment (PPE): Ensure that all workers are equipped with appropriate PPE, such as hard hats, steel-toed boots, and high-visibility clothing.
- Training and Supervision

All personnel involved in excavation work must receive adequate training in excavation safety and be supervised by the appointed excavation supervisor.
- Daily Inspections

Conduct daily inspections of the excavation site to ensure compliance with safety standards and the effectiveness of implemented control measures. The excavation supervisor should document these inspections and address any identified hazards promptly.

6.5. Temporary Works

To ensure full compliance with CR 12, the contractor must maintain a dedicated file for audits, containing the following key requirements:

- CR 12(1):
 - The contractor must appoint a competent Temporary Works Designer in writing to design, inspect, and approve the erected temporary works on-site before use. If subcontracted, the Principal Contractor must appoint competent persons as Temporary Works Designers.
 - Due to the high-risk profile associated with the extensive demolition works, the Principal Contractor shall appoint a competent Structural Engineer, registered with ECSA as a Pr. Eng or Pr. Tech Eng, to oversee and fulfil all duties related to structural integrity, including the design, inspection, and approval of all temporary supports and bracing/lateral supports required during the demolition process.
- CR 6 Duties of Designer:
 - The Temporary Works Designer must ensure the integrity and safety of temporary works and be conversant with the responsibilities outlined in CR 6, section (2).
- CR 12(3)(b) & CR 6(2)(b):
 - Temporary works structures must follow the structural design drawings. Any uncertainties should be clarified with the structural designer.
- CR 12(3)(c) & CR 6(2)(c):
 - Detailed activity-specific drawings and calculations must be kept on-site and made available upon request.
- CR 12(3)(f):
 - Temporary works must be inspected by a competent person before, during, and after concrete placement, and daily until the works are removed. Inspection records must be kept in a register, and spotters should monitor the integrity of the structure during concrete pours.
- CR 12(3)(g):

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

- No concrete may be casted without written authorization from the competent person. This person must ensure that the temporary works are adequately supported, braced, and maintained.
- CR 12(3)(n):
 - Temporary works drawings and relevant documents must include construction sequences and method statements. These should be kept up-to-date in the temporary works file.
- CR 12(3)(q):
 - All temporary works drawings must be approved by the Temporary Works Designer before construction begins.

In addition to the aforementioned requirements, the following must be strictly adhered to and implemented. The Temporary Works Contractor, together with other relevant contractors, is responsible for ensuring full compliance with the Construction Regulations. Ensure that the key responsibilities relative to design drawings and equipment inspections are fully implemented among others:

- Ensure that all design drawings are readily available on-site.
- The formwork and support equipment must be thoroughly examined for suitability by the supplier before use. Documentation proving these inspections must be provided to the end-user.
- All formwork and support systems (including back-propping) must undergo inspections by a competent person, appointed in writing, before, during, and after the placement of concrete or any imposed load. These inspections should continue daily until the formwork is completely removed.
- A comprehensive register of all inspections must be maintained and made readily accessible to the Health and Safety (H&S) Agent and other interested parties.

6.6.Asbestos Work

The Principal Contractor, if not a registered as a type 2 or 3 Asbestos Contractor, shall appoint a type 2 or 3 Asbestos Contractor with a current valid registration as such. The Principal Contractor must comply with the requirements stipulated in the Asbestos Abatement Regulations GNR. 1196 of 10 November 2020 and the following specific guidelines must be adhered to by the Registered Asbestos Contactor (RAC):

Obtain a copy of an up-to-date Asbestos Inventory and the Asbestos risk assessment report compiled by the appointed Approved Inspection Authority (AIA). Both inventory and risk assessment must be readily available on the contractor's health and safety file. Employees are to be made fully conversant with the details contained within the inventory and risk assessment. The contractor must timeously inform the appointed AIA prior to any Asbestos removal activities of which will undertake monitoring during the removal process. The contractor shall provide Safeprac with a copy of the Plan of Work (POW) submitted to the Department of Employment and Labour of which has been signed by both the AIA and RAC and must be available on file prior the commencement of any Asbestos removal. The plan of work must comply with all the requirements stipulated in the Asbestos Abatement Regulation 2020 - Regulation 15. The notification of Asbestos removal must be submitted to the Department Employment and Labour in the form of Annexure 2 at least 7 days prior the commencement of work. The contractor shall submit to Safeprac an acknowledgement of receipt issued by the Department of Employment and Labour in line with Asbestos Abatement Regulation 2020 - Regulation 10(5). No Asbestos Removal work may commence without the Department of Employment and Labour acknowledgement. The contractor must obtain a copy of the Asbestos clearance certificate upon completion of the work from the AIA of which must be kept on file. Make available waste disposal certificates from a registered waste disposal site for Asbestos so as to ensure the correct disposal procedures were adhered to in line with Asbestos Abatement Regulation 2020 - Regulation 21(d)

Copies of all abovementioned documentation as well as monitoring reports made available by the AIA shall be kept on the health and safety file on site.

6.7.Occupational Health Requirements

Exposure to raw sewage and contaminated water is an inherent risk during demolition works or when modifying existing sewer lines and pipelines connected to or from the site. Accordingly, the Principal Contractor must ensure that all affected employees are adequately protected against potential health hazards. As a precautionary measure, Hepatitis A and B vaccinations should be administered to all workers, where applicable, as determined by the Occupational Medical Practitioner (OMP) upon review of the Annexure 3. Furthermore, Noise-induced hearing loss (NIHL) is a significant yet often underestimated occupational hazard. To mitigate its impact, contractors should implement effective engineering

solutions, including noise dampening, regular maintenance of equipment, noise screening, and minimizing personnel exposure. Additionally, personal protective equipment (PPE) is essential for safeguarding workers. Contractors are responsible for identifying sources of noise, assessing noise levels, and implementing appropriate control measures as part of their Hearing Conservation Programme.

7. Project Close-Out and Acknowledgment

7.1. Project Close-out and Final Safety Review

The Principal Contractor is required to submit a consolidated Health and Safety (H&S) file in electronic format to the appointed H&S Agent upon project completion. This submission must include a comprehensive close-out report detailing personnel appointed throughout the project, any changes made during its duration, contractors engaged, incident reports, records of Injury on Duty (IOD) cases, and specifics of any IOD and Workmen's Compensation Act (WCA) claims filed. Additionally, the report must document total man-hours worked, compliance records, and a monthly summary of the Days Lost Due to Injury Frequency Rate (DIFR), as well as any current or outstanding H&S non-conformances and lessons learned.

The electronic H&S file must be provided on a USB drive, and these documents can only be submitted once the project is practically complete and no employees are present on-site. This submission should be directed to the Principal Agent (represents all parties) or his delegated agent for evaluation. The H&S Agent will then assess the Principal Contractor's H&S performance regarding compliance, effectiveness, and quality throughout the project.

To facilitate efficient documentation and record-keeping, all documents within the H&S file must be systematically organized, clearly labeled, and indexed for easy access and navigation during the evaluation process.

Appendix A - Acknowledgment of Health and Safety Specification Receipt

I,

_____,

in _____ my _____ capacity _____ as
_____ (Position)

representing _____ (Principal
Contractor),

hereby formally acknowledge the receipt of the Site-Specific Health and Safety Specification
for the project.

I confirm that I have thoroughly reviewed and understood the contents of this document.
Furthermore, I commit to ensuring full compliance with all outlined requirements by both our
employees and any subcontractors engaged on-site. We will also adhere to all relevant safety
documentation and comply with applicable health and safety legislation throughout the project
duration.

By signing this acknowledgment, I affirm that the necessary measures will be implemented to
safeguard the health and safety of all personnel, and that regular monitoring will be conducted
to ensure ongoing compliance.

Signature of Principal Contractor

Date

EPWP Specification

ADDITIONAL SPECIFICATION

SL EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)

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SL 01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time if not feasible, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

- | | | |
|-----|------|--|
| (a) | SPWP | The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities. |
| (b) | EPWP | Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet. |
| (c) | DOL | Department of Labour. |

SL 02.02 DEFINITIONS

- | | | |
|-----|---------------------|--|
| (a) | “employer” | means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme. |
| (b) | “client” | means the Department of Public Works. |
| (c) | “ worker / trainee” | means any person working or training in an elementary occupation on a SPWP. |

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses

SL 04, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 DEFINITIONS

In this specification –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute a SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.03 NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take

reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.07 WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily task rate, if the worker works for less than four hours;
 - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –

- (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
 - (i) four weeks before the expected date of birth; or
 - (ii) on an earlier date –
 - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (2) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (i) when the employee's child is born;
 - (ii) when the employee's child is sick;
 - (iii) in the event of the death of –
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –
 - (i) the employer's name and address and the name of the SPWP;
 - (ii) the tasks or job that the worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the SPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;

- (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
 - (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules of the SPWP;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;

- (ii) the name and address of the employer;
- (iii) the SPWP on which the worker worked;
- (iv) the work performed by the worker;
- (v) any training received by the worker as part of the SPWP;
- (vi) the period for which the worker worked on the SPWP;
- (vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the appointed service provider;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and

- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the Departmental National Youth Service (NYS) manager.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
 - (i) 100% people between the ages of 18 and 35
 - (ii) 60% women;
 - (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by the NYS Manager and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
 - a copy of the I.D;
 - qualifications;
 - career progress; e.g.
 - Status of technical improvement,
 - Willingness to work,
 - Leadership capabilities,
 - Discipline; and
 - Any other factors that can assist DPW-HR with the placement of the youth workers ant the end of the programme
 - EPWP Employment Agreement, and

- list of small trade tools;

must be included in the youth worker's personal profile file.

SL 07 TRAINING OF YOUTH WORKERS

Three types of training are applicable, namely

- On the job training
- Technical Skills training.

Training will be implemented by training instructors accredited CETA:

- Youth workers shall be employed on the projects for an average of 6 months.
- Youth workers shall be deployed on projects in the vicinity of their homes.

(a) On-the job training

The Employer shall provide youth workers with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential youth workers for skills development programmes.

(b) Technical skills training

The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in an accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

SL 08.01 PREAMBLE

The *Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes* encourages:

- optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

- (a) The youth workers of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP – NYS
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
 - 100% youth from 18 to 35 years of age;
 - 60% women;
 - 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The youth workers to be employed in the programme (EPWP-NYS) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

As per the Ministerial Determination from the Department of Labour and Employment, it is stipulated that youth workers on the EPWP-NYS receive a minimum of R2 618, 00 per month whilst on training in ALL provinces.

SL 11 MEASUREMENTS AND PAYMENT

The number of youth workers specified for this contract that will receive orientation and technical training is 12

SL 11.01 TECHNICAL TRAINING CONDUCTED OFF SITE

SL 11.01.01 Skills development and technical training for youth workers for an average period of _50_ days per youth worker.....**R210 000.00**..... Unit: worker-days

SL 11.02 EMPLOYMENT OF YOUTH WORKERS

SL 11.02.01 Employment of youth workers.....**R345 576, 00**.....Unit: Prov.Sum

The unit of measurement shall be the number of youth workers at the labour rate of R 2618-00 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 10-12 months appointment for youth workers.

SL 11.03 PROVISION OF EPWP DESIGNED OVERALLS, HARD HATS TO YOUTH WORKERS AS WELL AS ONE PAIR OF SAFETY BOOTS.

SL 11.03.01 Supply 1 x EPWP orange branded overalls and 1 x EPWP orange branded hard hat and 1 pair of safety boots to youth each youth worker
R12 000.....Unit: PC.Sum

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). **A minimum of one set of overalls and 1 pair of safety boots per youth worker should be supplied.** Hard hats should be orange and branded as per the EPWP branding specification which shall be provided to the Contractor.

SL 11.03.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 11.03.01 for the supply of EPWP designed overalls and hard hat, as per the EPWP branding specification provided by the EPWP unit. The Service Provider will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 11.03.01 will be paid to the contractor on the value of each payment pertaining to the supply of overalls and hard hats to cover his expenses in this regard.

SL 11.04 PROVISION OF SMALL TOOLBOX FOR YOUTH WORKERS

SL 11.04.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the NYS Manager to the Contractor. These toolboxes will become the property of the youth workers after the completion of the programme...
(allowed R 1 350-00 / youth worker)R16 200.....Unit: PC.Sum

SL 11.04.02 Profit and attendance..... Unit: %

SL 11.05.01 Provision for medical fitness test for the learners before coming to site
(Allowed R550 / youth worker)R6 600.....

Technical Specification for Demolition Works

Technical Specification for Demolition Works

Project: *KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES – ERF 9648, 9649, 9651 AND 9653*

Agreement: JBCC Principal Building Agreement

Project No.: WCS055327

1. General:

The demolition works form part of the works as defined in the JBCC Agreement.

- 1.1 The contractor shall execute the works in compliance with the Principal Agent's and Engineer's instructions as per the JBCC Agreement, all statutory requirements, and the site-specific OHS and Environmental Management requirements.
- 1.2 The Principal Agent, acting on behalf of the Employer, shall administer all approvals and instructions in accordance with the agreement.

2. Scope of work:

2.1 The demolition of heritage-protected, single-storey structures constructed of reinforced concrete, brickwork (plastered and painted and some other finishes), and timber structures like roofing.

2.2 Site works include:

-  Disconnection of services (electricity, water, sewer, telecoms) with proper liaison with the local authority.
-  Asbestos identification, removal, and disposal (if applicable)
-  Manual and mechanical demolition (using small/medium plant)
-  Protection of adjoining 4-storey building in terms of lateral support.
-  Removal and lawful disposal of all rubble and materials (disposal sites as authorised by the local authority)
-  Site rehabilitation as directed and stormwater management

3. JBCC Clause Alignment:

JBCC Reference	Specification Relevance
Clause 2.0	Definitions of Works and Employer's Rights
Clause 4.0	Principal Agent's instructions regarding demolition sequence, OHS compliance, and approvals
Clause 6.0	Compliance with statutory obligations (e.g. OHSA, NEMA, Asbestos Abatement Regs)
Clause 12.0	Insurances — The contractor is responsible for Contract Works Insurance and Public Liability , including asbestos cover if applicable
Clause 15.0	Practical Completion — The works include clearance, documentation (e.g. disposal certificates), and site handover

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

4. Methodology:

- 4.1** All demolition shall be conducted in accordance with a method statement approved by the Principal Agent and OHS Consultant.
- 4.2** No use of explosive demolition techniques is permitted.
- 4.3** Demolition to proceed top-down and in a controlled manner.
- 4.4** All demolition is to be under direction of the municipal permit, drawings issued and conditions set by the professional team, in addition to what is stated above.
- 4.5** Protection of adjoining properties is required at all times; temporary lateral support shall be provided as designed and signed off by a Professional Engineer.

5. Protection of existing structures and services:

- 5.1** The contractor shall install suitable temporary hoarding, barricades, and signage to restrict unauthorised access.
- 5.2** The contractor shall protect and not damage the existing adjoining structures, pavements, and municipal infrastructure.
- 5.3** Services must be disconnected by the relevant authorities, and proof of disconnection must be provided prior to commencement.

6. Electrical Engineering Compliance:

Municipal requirements for disconnection and isolation: the contractor must plan, trace and execute the safe disconnection and isolation of electrical systems (including liaison with relevant technical personnel of various entities as agreed with the Principal Agent).

7. Civil Engineering Compliance:

Municipal requirements: the contractor is required to investigate and liaise with the local municipality with regards to their requirements for the demolition permit issued and recommendations accordingly (including liaison with relevant technical personnel of various entities as agreed with the Principal Agent). The contractor is required to pay attention to the following areas:

-  **Water supply** – the contractor must consider all the existing water connections and on-site reticulation as well as agree on the isolation points in agreement with the local authority.
-  **Sewer** - the contractor must consider all the existing sewer connections and on-site reticulation as well as agree on the isolation points in agreement with the local authority.
-  **Storm water** - the contractor must consider all the existing storm water disposal and on-site reticulation as well as agree on the isolation points in agreement with the local authority.
-  **Roads** - the contractor will manage site access and traffic arrangements with applications and approvals from the local authority.
-  **Earthworks** - the contractor must address earthworks such as the removal and importation as required.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

-  The Principal Agent may provide reasonable further direction requirements which will not attract any further charges.

9. Hazardous materials and asbestos:

- 9.1 All asbestos must be removed by a registered asbestos contractor under the direction of an Approved Inspection Authority (AIA).
- 9.2 The contractor shall comply with the Asbestos Abatement Regulations, 2020 and the Occupational Health and Safety Act (Act 85 of 1993).
- 9.3 Disposal certificates must be submitted to the Principal Agent before Practical Completion can be certified.

10. Environmental and Health and Safety Requirements:

- 10.1 The contractor must develop and implement a project-specific Health and Safety Plan (aligned to JBCC Clause 6.0) and Environmental Management Plan (EMP).
- 10.2 Dust, noise, and vibration control measures are to be implemented throughout.
- 10.3 A full Hazard Identification and Risk Assessment (HIRA) must be submitted and approved prior to work commencement.

11. Site rehabilitation:

- 11.1 Following demolition, the site must be regraded and rehabilitated to prevent erosion and accommodate municipal stormwater requirements.
- 11.2 Surface treatment to include paving and/or green areas, as indicated on drawing '11 Ground Surface Rehabilitation'.
- 11.3 Temporary or permanent fencing shall be reinstated to secure the property.

12. Deliverables and compliance documents

Item	Required Before/After
Method Statement and Demolition Programme	Before commencement
OHS and EMP Approval	Before commencement
Asbestos Disposal Certificates	Prior to Practical Completion
Rubble Removal Slips	Prior to Final Completion
Photographic Record	Before and after works
Proof of Lateral Support Sign-Off	Prior to adjacent wall demolition
Completion Certificate	End of works

13. Pricing and measurement:

- 13.1 All demolition items shall be measured and priced in accordance with the Project Bills of Quantities (BoQ).
- 13.2 Provisional sums for unknown conditions (e.g. underground tanks or additional hazardous materials) shall be included and managed per JBCC guidelines.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer"

Tender Drawings

Part C4: Site information

C4.1 Site information

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title:	KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES – ERF 9648, 9649, 9651 AND 9653			
Tender no:	KIM 01/2025	WCS no:	055327	Reference no: 19/2/4/2/2/2327/505

C4 Site Information

The project is located at 21-23 Market Square (previously Knight Road), Kimberley, Sol Plaatje Local Municipality, within Frances Baard District Municipality in the Northern Cape Province.

The site is situated in the central business district (CBD) of Kimberley, a historically significant city known for its diamond mining heritage and vibrant commercial activity. The site is surrounded by among others; a mix of commercial, municipal, heritage buildings, Magistrate court and a taxi rank with the taxi association situated in close proximity, with active pedestrian and vehicular traffic throughout the day. Accessibility to the site is convenient, with several roads such as Southey Street, Stead Street, and Phakamile Mabija Road providing direct access routes.

Figure 01 illustrates the Provincial setting, Figure 02 illustrates the Regional setting of the site, Figure 03 illustrates the Area setting of the site and Figure 04 presents the local layout of the site.

Figure 4 below illustrates the local area and site boundary to assist contractors in accurately identifying the location for logistical planning, mobilization, and compliance with access control measures including traffic accommodation. It is recommended that contractors conduct a pre-construction site visit to familiarize themselves with the surroundings, identify access constraints, and plan site establishment accordingly.

Figure 01: Illustrates Provincial setting

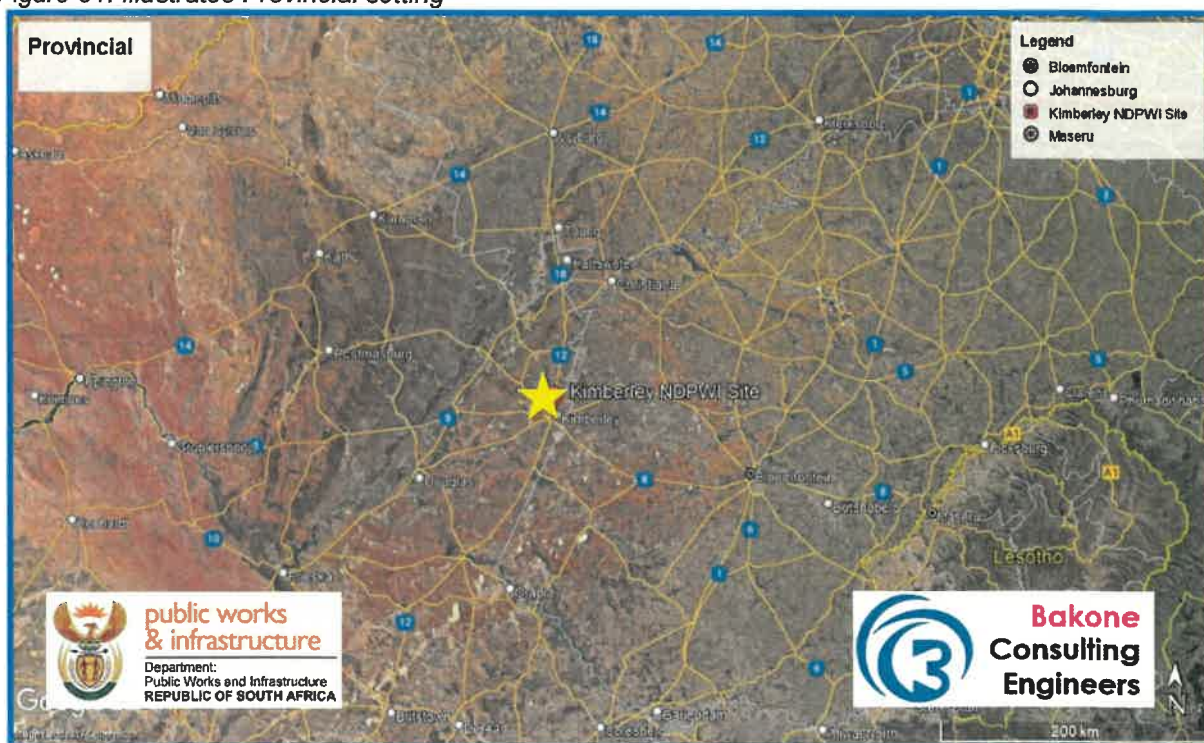


Figure 02: Illustrates the Regional setting

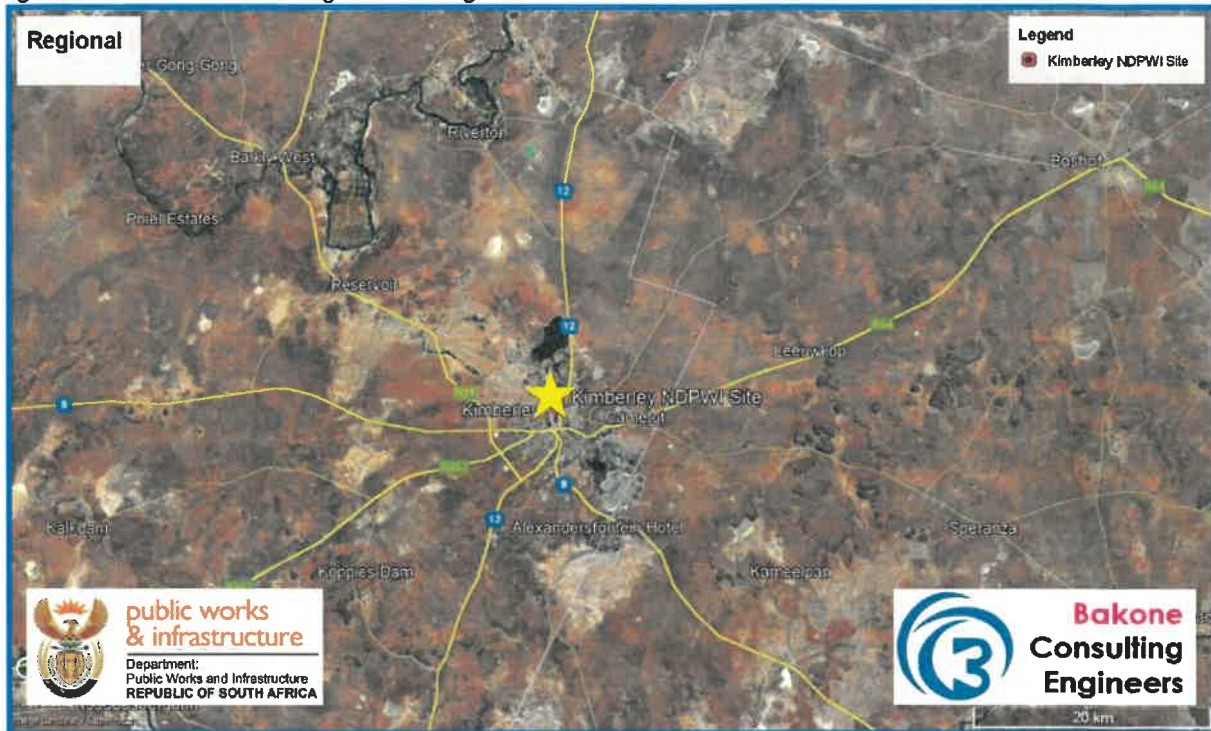


Figure 03: Presents the Local area of the site

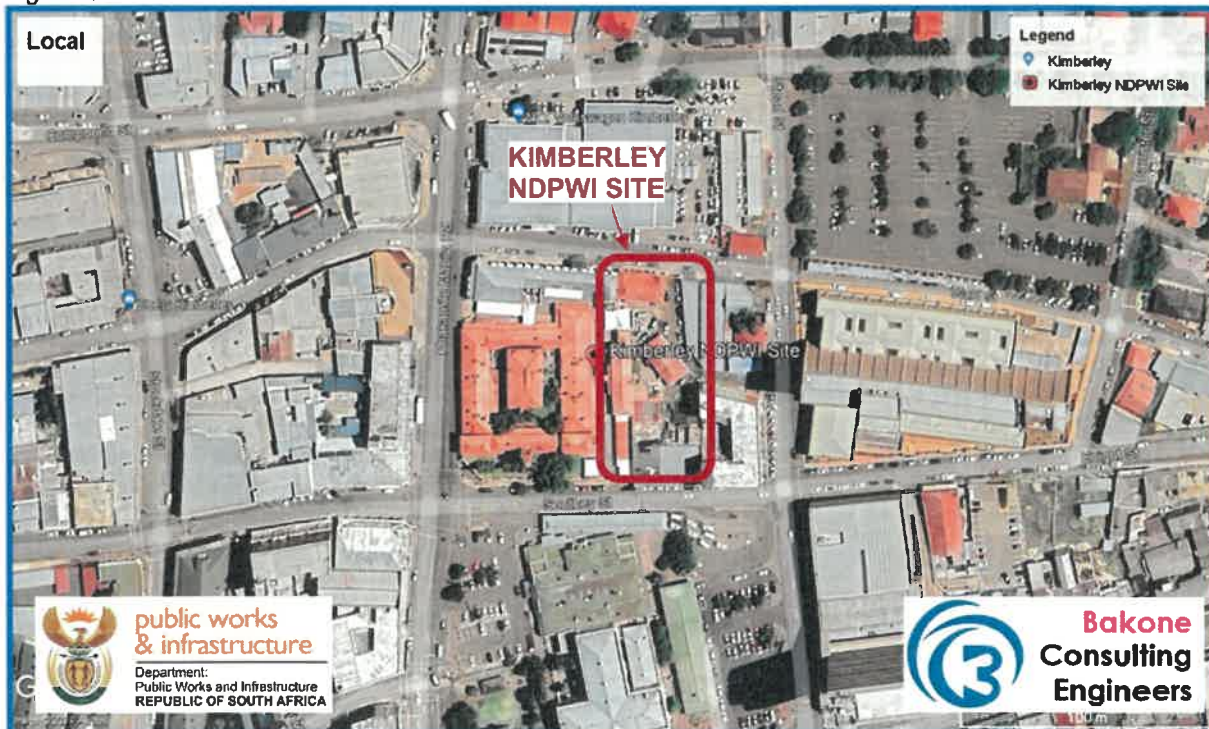


Figure 04: Presents the Local Layout of the site

