DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	***Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel***		
Tender / Quotation no:	ID-3167337	**Reference no:**	*19/2/4/2/2/2023-2024*

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel.

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

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

THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	....
Rand in figures:	R .....

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation:		Natural Person or Partnership:
.... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:.....	**OR**	.... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number:.....

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: ID-3167337

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ..... ☐

The official alternative ..... ☐

Own alternative (only if documentation makes provision therefore) ..... ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) **Yes** ☐ **No** ☐

(4) 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) **Yes** ☐ **No** ☐

(5) 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) **Yes** ☐ **No** ☐

NB. Guarantees 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 35 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.

*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".

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender / Quotation no: ID-3167337

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. .....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Name of signatory	Signature	Date

Tender / Quotation no: ID-3167337

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	***H21-23 Market Square*** ***Old Magistrate Court Building*** ***Kimberley*** ***8300***

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

*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".
**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

National Department of Public Works & Infrastructure
Private Bag ***X5002***
Kimberley
8300

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

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: ***ID-3167337***, for the ***Kimberley and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel*** (hereinafter referred to as the **"contract"**) for the sum of R , ( ), (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 , ( ) being 10% of the **contract sum** (excluding VAT), for the due fulfilment 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 day before the date on which the last **certificate of completion** of works is issued, 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 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);

   (c) This guarantee shall expire on the date of the last **final approval certificate**.

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 (in the **employer**'s opinion and sole discretion):

   (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or

Tender no: ***(Insert Tender Number)***

(b) the **contractor**'s estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

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 issue of the last **final approval 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 aforegoing, 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 guaranteed amount 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 (c) above.

9. 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-10.4 (EC): FIXED CONSTRUCTION GUARANTEE
GCC 3rd Edition (2015)

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

FOR ATTENTION

National Department of Public Works & Infrastructure
Private Bag ***X5002***
Kimberley
8300

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

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: ***ID-3167337***, for the ***Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel*** (hereinafter referred to as the **"contract"**), for the sum of R , ( ), (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 , ( ) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. 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 (in the **employer**'s opinion and sole discretion):

   (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
   (b) the **contractor**'s estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

3. 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.

4. 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 approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor.**

Contract/Tender No: : ***ID-3167337***

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 aforegoing, 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 completion** of works.

8. 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. _____

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:** _____

_____

_____

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".

PG-01.1 (EC) SCOPE OF WORKS – GCC 3rd Edition (2015)

Project title:	*Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel*		
Tender no:	ID-3167337	**Reference no:**	19/2/4/2/2/2023-2024

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

PS-1 PROJECT DESCRIPTION

PS-2 DESCRIPTION OF SITE AND ACCESS

PS-3 DETAILS OF CONTRACT

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

PS-5 CONSTRUCTION PROGRAMME

PS-6 SITE FACILITIES AVAILABLE

PS-7 SITE FACILITIES REQUIRED

PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-9 OCCUPATIONAL HEALTH AND SAFETY

PS-10 ADVERSE WEATHER CONDITIONS

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

PS-1 PROJECT DESCRIPTION

Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel.

PS-2 DESCRIPTION OF SITE AND ACCESS

Occupied state owned facilities and access to site is controlled by the client/user

PS-3 DETAILS OF CONTRACT

24 months term contract for Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel in Kimberley and Surrounding Area

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

The contractor is expected to comply with all applicable lagislations

PS-5 CONSTRUCTION PROGRAMME

The maintenance programme will be determined by calls logged

PS-6 SITE FACILITIES AVAILABLE

The contractor to make arrangements with the client/user for the use of available facilities on site

PS-7 SITE FACILITIES REQUIRED

Provision for establishment allocated

PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

The contractor is expected arrange for his accomodation at his own cost

PS-9 OCCUPATIONAL HEALTH AND SAFETY

The contractor is expected to comply with the requirements of OCCUPATIONAL HEALTH AND SAFETY Act No.85 of 1993 and its Regulations

PS-10 ADVERSE WEATHER CONDITIONS

The contractor may not perform any maintenance & repairs works under adverse conditions

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS
N/A

C3.3 PARTICULAR SPECIFICATIONS

N/A

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200.** *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

3.5 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

N/A

C3.5.3 PARTICULAR SPECIFICATIONS:

N/A

C3.6 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:

C3.61 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette,10 November 2017

C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

C3.7 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:

C3.7.1 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 **N/A**, 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 **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A km** radius of the project site,
(e) Material of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A km** 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 **N/A**) penalty of the prorate 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.

C3.7.2 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 **N/A**, and provided that:
(a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
(b) The none 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 **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A km** of the project site,
(e) Material of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A km** 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 **N/A** penalty of the prorate 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.

C3.7.3 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. No. 48491 of 28 April 2023 and the 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 **N/A** 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 **N/A** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **N/A**, 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 **N/A** (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.

C3.7.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG 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 ***N/A*** 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 *N/A*** 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 N/A 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.

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

C3.7.4.1 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.

C3.7.4.2 Management

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

C3.7.4.3 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

C3.7.4.4 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)***.

C3.7.4.5 The Key Personal

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

C3.7.4.6 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.

C3.7.4.7 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

C3.7.4.8 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.

C3.7.4.9 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.

C3.7.4.10 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)

3.7.5 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 **N/A** 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.

C3.7.5.1 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 (N/A)
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) (a) The successful contractor may employ part/full N/A 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**N/A** from eligible part/full N/A 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 **N/A**

C3.7.5.2 Management

(a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) 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. N/A

(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 30 days of start of the contract. N/A

(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. N/A

(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. N/A

(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. N/A

(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. N/A

(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. N/A

(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. N/A

(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. N/A

C3.7.6 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.

C3.7.7 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. 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

C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Publics 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 excavateable material

Hand excavateable 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 ninety percent (90%) Mod AASHTO;
b) such that in excess of 5 blows of a dynamic come penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than ten (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 undertaking 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

C3.8 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.

C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)

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

The contractors 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, 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 contractors 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. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	*Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel 24 Months Term Contract*		
Tender / Quotation no:	ID-3167337	**Reference no:**	19/2/4/2/2/2023-2024

C2.1 Pricing Assumptions

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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.

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.

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.

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 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 SANS 1200 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.

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"

C2.1.6 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

C2.1.7 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.

C2.1.8 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.

C2.1.9 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.

C2.1.10 UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m^3.km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m^2.pass	=	square metre – pass

C2.1.11 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.

C2.1.12 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.

C2.1.13 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.

C2.1.14 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.

C2.1.15 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.

C2.1.16 CONTRACT PARTICIPATION GOALS

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

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

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.

C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers 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 Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. 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.

C2.1.16.2 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-01.1 (EC) SCOPE OF WORKS C3.7.2. 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.

C2.1.16.3 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-01.1 (EC) SCOPE OF WORKS C3.7.3. T 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.

C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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-01.1 (EC) SCOPE OF WORKS C3.7.4. 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.

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.

C2.1.16.5 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-01.1 (EC) SCOPE OF WORKS C3.7.5. 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 3 of the Standard.

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

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 pf providing training opportunities per quarter N/A

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)

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% x 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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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.

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-01.1 (EC) SCOPE OF WORKS C3.7.6.

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

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *"not 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-01.1 (EC) SCOPE OF WORKS C3.7.7 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.

PG-03.1 (EC) SITE INFORMATION – GCC 3rd Edition (2015)

Project title:	***Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel***				
Tender no:	ID-3167337	**WCS no:**		**Reference no:**	19/2/4/2/2/2023-2024

C4 Site Information (Upington, Keimos, Kakamas, Pofader, Kenhardt, Louisvale, Grobblershoop and Other clients such as Noenieport, Nakop and Rietfontain Border post)

1. *Upington and surrounding Areas state owned facilities within the jurisdiction of NDPWI Kimberley Regional Office (SANDF, DOJ, SAPS and other client with drive ways in Kimberley and Surrounding areas)*

   SANDF

   1. All Military Base within the delegation of Kimberley Regional office, with tared roads, gravel and paved areas used as roads.

   DOJ

   1. *All Department of Justice Facilities within the delegation of Kimberley Regional office, with tared roads, gravel and paved areas used as roads.*

   SAPS

   1. *All SAPS Facilities within the delegation of Kimberley Regional office, with tared roads, gravel and paved areas used as roads.*

   DCS (Note: DCS not covered on this term contract for financial year 2023-2024 only)

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	***Upington and Surrounding Area: Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel***		
Tender no:	*ID 3167337*	**Reference no:**	*19/2/4/2/2/2023-2024*

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works and Infrastructure before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS

TENDER/BID
FOR
MAINTENANCE, REPAIRS AND LEVELLING OF TARRED ROADS, POTHOLES, GRAVEL ROADS AND PAVED AREAS USED AS ROADS
AND
REPAIRS AND CLEANING OF EXPOSED CONCRETE AND BRICK STORM WATER CHANNELS
FOR
24 MONTHS

IN
UPINGTON AND SURROUNDING AREAS
FOR THE
NATIONAL DEPARTMENT OF PUBLIC WORKS
WITHIN THE
KIMBERLEY REGIONAL OFFICE JURISDICTION

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG
KIMBERLEY
8300

DATE: ___

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS

INDEX ***PAGE NUMBERS***

1.	*TERM CONTRACT CLARIFICATION*	***3***
2.	*SPECIAL CONDITIONS OF TENDER*	***4 - 11***
3.	*ANNEXURE A- REPAIRS SCHEDULE*	***12 - 15***
4.	*SCHEDULE 1 – REPAIRS TO ROADS*	***15 - 23***
5.	*SCHEDULE 2 - EPWP*	***24***
6.	*SCHEDULE 3- LABOUR RATES*	***25 - 26***
7.	*SCHEDULE 4 – TRANSPORT*	***27***
8.	*SUMMARY PAGE*	***28***
9.	*JOB CARD-*	***29***
10.	*TYPICAL DETAILS OF CHANNELS AND PAVING*	***30***
11.	*TYPICAL DRAWINGS OF POT HOLE AND BLOCK PAVING REPAIRS*	***31***
12.	*TYPICAL DRAWINGS OF STORMWATER CHANNELS (SIZES WILL VARY ON SITE)*	***32***
13.	*TYPICAL DRAWINGS OF REPAIRS TO STORM WATER AND MANHOLE REPAIRS*	***33***
14.	*TYPICAL DRAWINGS OF TYPES OF CONCRETE CURBING*	***34***
15.	*TYPICAL DRAWINGS OF REPLACEMENT AND REPAIRS TO CONCRETE CURBS*	***35***

N.B IT IS INCUMBENT FOR ALL PERSPECTIVE BIDDERS TO NUMBER EACH PAGE FROM THE FIRST TO THE LAST PAGE AND TO ADD THEIR SIGNATURES NEXT TO IT.

DEPARTMENT OF PUBLIC WORKS
KIMBERLEY REGIONAL OFFICE

TERM CONTRACT

- **THIS IS NOT A SERVICE CONTRACT**
- **ALL REPAIRS REQUIRED WILL BE ATTENDED TO AS PER REQUEST**

TENDER/BID FOR MAINTENANCE. REPAIRS AND LEVELLING OF TARRED ROADS, POTHOLES, GRAVEL ROADS AND PAVED AREAS USED AS ROADS AND REPAIRS AND CLEANING OF EXPOSED CONCRETE AND BRICK STORM WATER CHANNELS FOR A PERIOD OF 24MONTHS, AND WILL COVER ALL OR SOME OF THE FOLLOWING REQUIREMENTS;

- Day to day repairs(maintenance)
- Services required on monthly, quarterly, bi-annual or annually as is stipulated in the tender document.
- Replacing of items directly linked to this specific tender as is requested.

Rates

- The rates in the price segment include year 1 and Year 2 this is applicable to the term of 24months.
- The duration of this term contract is divided into 12 months which would not necessary be calculate from January to December.
- This means that a term contract awarded on the 21/05/2018 the rates applicable to year one will be from the 21/05/2018 to 20/05/2019 and year two rates applicable from 21/05/2019 to 20/05/2020.**(This is an example only)**

Special Conditions of Contract (SCC)

- The SCC must be carefully read and complied with in all aspects.
- All procedures must be adhered to.
- The segregation of responsibilities and duties between the NDPW and the successful Bidder is clearly indicated and must be adhered to.
- The accountability by the successful bidder in terms of his responsibilities must be understood and adhered to at all time.
- The understanding of the SCC is crucial to the success or failure of this BID
- The SCC will not be compromised during any stage of this Term Contract
- Should any clause or sentence not be understood please enquire with the Chief Works Manager or the responsible works manager dealing with this contract for clarity.

End of explanation of a term contract.

SPECIAL CONDITIONS OF CONTRACT

1. **VALUE-ADDED TAX**

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

2. **PRICES**

All prices for items in this document shall include for additional costs, if any, that may occur as a result of these of Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

3. **THE BID**

The pages of this QUOTATION are numbered consecutively. The BIDDER shall, before submitting his Quotation, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this TENDER contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this TENDER and other document as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

4. **DOCUMENTS**

Should there be any contradiction between these Special Conditions of Contract and the General Conditions of Contract: PA-10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final if applicable.

The following documents shall be read in conjunction with this TENDER.

a) The General Conditions of Contract: PA-10 (GCC)

b) Occupational Health and Safety Act, Act no 85 of 1993.

c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular contract.

d) The Special Conditions of Contract (SCC)

e) COLTO Standard Specification for Road and Bridge Works for State Authorities 1998(Green Book)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

The above mentioned documents are available from the office of the Regional Manager, 21 - 23 Market Square, Old Magistrate Court Building, Kimberley 8300 for information.

5. **PROVISIONAL QUANTITIES**

All quantities in this TENDER document are provisional and inserted in order to obtain competitive tenders/bids. The Department reserves the right to increase or decrease quantities and include or exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the TENDER. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

6.1 THIS IS NOT A LUMP SUM TENDER.

Meaning that the value/ form of offer is not the true/real value of this tender it could increase or decrease depending on the faults reported, this is day to day maintenance and unpredictable.

7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

THIS TENDER SHALL BE VALID FOR A PERIOD OF TWENTY FOUR (24) MONTHS THIS CONTRACT IS SUBJECTED TO AN EXIT CLAUSE /TERMINATION CLAUSE

Note:-

The contract tariffs shall remain fixed for TWENTY FOUR MONTHS (24) calendar months, and no further adjustments will be allowed except that for an increase in VAT will apply.

ANY EXTENSION OF THIS CONTRACT WILL ONLY BE APPROVED IF REQUIRED BY THE REGIONAL BID ADJUDICATION COMMITTEE.

8. ACCESS TO PREMISES

The Contractor undertakes to:

a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.

b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.

c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act I966, (Act no 30 of I966) and any amendments thereof.

e) Comply with all by-laws and requirements of the Local Authority.

b) Carry out services during normal working hours unless required to work after hours or week ends.

9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain from the S A National Defense Force, SAPS, Department of Justice, Department of Correctional Services or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by all the Departments Client Departments.

10. SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defense Force, Correctional Services may require the Contractor to have his personnel, or a certain number of them security classified.
In the event of either the Department, the Chief of S A National Defense Force or the Commissioner of the S A Police Service requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

10.1 DRESS CODE

The following dress code must be adhered to at all times by all workers:

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service.

11. TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to ensure that the institution is attended to. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

Note:
A Statement of Experience gained and on what type of equipment shall be submitted with the tender.

12. MATERIAL OF EQUAL QUALITY (N/A)

13. REDUNDANT MATERIAL, RUBBISH AND WASTE / WHERE APPLICABLE

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant / EXCESS must be removed from site should the successful tenderer not comply with this the Department of Public reserves the right to remove this material from site and charge the tenderer all cost involved with this removal.(No negotiations will be entered into on this matter)

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the Regional Manager, the Contractor shall be notified in writing to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the Contractor and the removal and disposing thereof shall be for the Contractor's account.

14. ASSOCIATED ELECTRICAL WORK (N/A)

Note:

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the **Occupational Health and Safety Act (Act No 85 of 1993**

15. SCOPE OF CONTRACT

The Bid for the Maintenance, repairs and levelling of tarred roads, potholes, gravel roads and paved areas used as roads and repairs and cleaning of exposed concrete and brick storm water channels in the KIMBERLEY AND SURROUNDING AREAS IN KIMBERLEY REGIONAL OFFICE JURISDICTION, in properties, namely all official buildings and structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of Twenty four (24) months, subjected to an exit clause/termination clause

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable materials. **No claims for consumables shall be accepted.**

Where repairs are required for specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services.

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

16. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and invoice must be handed in to the Registry section at DPW Kimberley Regional Office (NOT APPLICABLE RATES CONTRACT)

.

The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.

The service schedule shall be countersigned by the officer in charge **(Head of Facilities)** of the building in which the equipment is situated and he shall endorse the schedule to the effect that the service was completed satisfactorily.

17. OFFICIAL ORDER FOR REPAIRS

a) An official order for repairs shall be issued to the Contractor.

b) Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ Kimberley) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.

c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.

f) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

17.1 SERVICE PROCEDURE AND OTHER (Applicable to service contracts only)

Servicing shall be carried out strictly as stated on the service schedules and will follow this procedure;

1. All services are logged by the CWM at DPW with the call center.(If applicable)
2. The printout received from the call centre will be faxed to service provider or whatever suitable arrangement has agreed upon by the two parties to ensure prompt service delivery
3. On receiving the call centre printout a quotation must be submitted and priced as per tender document attached with the call centre printout.
4. Without this call centre printout no services can be executed.
5. The call centre printout must be produced to the Client Department so that suitable arrangements can be made to deliver this service.
6. After the service has been satisfactorily completed a job card must be completed and signed by the responsible person (CLIENT Department) on site and stamped if a stamp is available.
7. The contractor must ensure that all writing on this job card is legible and that contact details are current
8. On receiving the order number the Contractor shall submit a completed job card and invoice in line with the quotation with all the relevant details including the call centre call out number , this must be send to Registry section NDPWI Kimberley Regional Office

.

The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.

18. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

FOR EMERGENCY SERVICES THE RESPONSE TIME SHALL BE WITHIN 2 (TWO) HOURS FROM THE RECEIPT OF THE CALL NIGHT OR DAY. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

19 JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed in triplicate (1 for the Client, 1 for DPW, and 1 for the Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed

job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

20 ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.
Accounts for repairs executed, shall be accompanied by a job card.
The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document.

Note:
Any over-payments discovered at a later stage shall be rectified and the Department shall recover the overpayment.
The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender Document Annexure A and B

21. CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.

21.1 PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

21.2 PROFIT ON MATERIAL (NON SHEDULE ITEMS)

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT.

22 TRANSPORT COST

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

a.) Transport cost will be calculated from established site office in Kimberley area. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled services, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

23 REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)

Request for a SUPPLIERS **INVOICE** for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPW;

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this particular payment

24 CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

25. INVENTORY REQUIREMENT (If applicable)

A complete inventory must be completed of all installations and equipment relating to this service on all the properties which is affected by this service contract.
The inventory will be discussed in greater detail at the **Service Level Agreement Meeting** which will be held with the successful service provider. (This may include a confidentiality clause which Bidders will have to abide by contractually)
This inventory is compulsory and must be submitted in a **hard copy and electronic format** after the first service has been completed

26. APPROXIMATE MEASUREMENTS (NOT APPLICABLE TO THIS BID)

27. THIS IS NOT A LUMPSUM CONTRACT (APPLICABLE)

28. Services will be considered and attended to as per notification on state owned, property only.

29. DRAWING UP OF A SERVICE LEVEL AGREEMENT (APPLICABLE)

The successful bidder will be subjected to the drawing up of a service level agreement between the client Department and DPW.

30. IMPORTANT NOTICE

EXIT CLAUSE / CANCELLATION
NOTE: Should the appointed contractor not perform or defaults on service delivery in terms of his contract conditions during any period within the contract, the Department reserves the right to cancel the contract with immediate effect.

31. ARITHMETICAL ERRORS

Check responsive tender offers for arithmetical errors, correcting them in the following manner:
a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.
c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals.

Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above. All corrections must be initialled by Bidder.

END OF THE SPECIAL CONDITIONS OF CONTRACT

ANNEXURE A: REPAIR SCHEDULE

PRICES FOR REPAIRS SHALL INCLUDE ALL SABS APPROVED MATERIALS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETE THE REPAIRS

1. **THE DESCRIPTION OF THE REPAIRS REQUIRED ENTAILS THE FOLLOWING:**

2. **ASPHALT PATCHING (Refer to typical drawing attached – *REPAIR TO PAVEMENT ASPHALT POTHOLES*)**

3. Backfilling of excavations for patching and pot holes

4. Removal of damaged paved areas excavate, re-level, compact area and relay paving

5. Gravel roads must be re-levelled , and compacted to original road level (refill /backfill as required)

6. Storm water channels must be cleaned of all growth and debris and high pressure cleaned if required all rubbish must be removed from site

7. Where storm water channels are damaged and require minor repairs this should be attended to, to allow free flow of water.

8. Storm water Channels to be cleaned will be cleaned whilst water is running in certain areas. (Water cannot be stopped).

9. Prices for REPAIRS include, labour, consumables, minor and incidental repairs and all other overheads.

   Prices are to be totaled and carried over to the summary page.

Description of property

1. **MILITARY BASES, PRISONS ,LISTED COURTS, SAPS, AND OTHER OFFICIAL BUILDINGS UNDER DPW LISTED AS CLIENTS**

2. Note: As this contract will be carried out on an "as-and-when required" basis, no time related obligations will be included EXCEPT AS PER THE SPECIAL CONDITIONS OF CONTRAC (SCC) under service delivery times.

3. AS THIS IS NOT A LUMPSUM CONTRACT THE AMOUNTS TENDERED FOR IS NOT THE TRUE VALUE OF THE BID.

4. **EXTENT OF WORKS**
   The Works to be carried out by the Contractor under this Contract comprise mainly the following:

   a) **POTHOLE REPAIRS:**

- Cutting and shaping the edges of the pothole using jack hammers or picks (no saw cutting will be allowed),
- Removal to spoil of the cut material,
- Compacting the floor of the pothole,
- Applying tack to the floor and sides of the pothole,
- Back filling with cold mix asphalt or, in the case of emergency repairs (or where specified by the Facilities Manager), an approved cold mix asphalt, and compacting as specified.

Where hot mix asphalt is used, the joints between the pothole edge and the existing road surface shall be sealed using approved rubber modified bitumen emulsion product **if applicable**

b) ASPHALT PATCHING:

- Cutting and breaking up the surface of the demarcated patch area using jack hammers or picks (no saw cutting will be allowed)
- Excavating the patch area by hand to the specified depth and removing to spoil,
- Cleaning and compacting the floor of the patch,
- Applying tack to the floor and Viaseal Waterblok or similar approved to the edges of the patch
- Backfilling the patch with either COLTO Continuously graded medium surfacing mix or, if the patch is deeper than 80 mm, COLTO continuously graded 26.5 mm BTB, followed by COLTO Continuously graded medium surfacing mix and compacting.
- Painting the joints with Viaseal Waterblok or similar approved product
- Special deep failure repairs (deeper than 200 mm) as per asphalt patching, but backfilling with 2.5% cement stabilized G5 material prior to the asphalt back fill

c) INSTRUCTION FOR USE OF INSTANT PATCHMIX

- Remove failed pavement and trim the edges. Remove all the loose debris, dust and stagnant water
- Apply some bituminous tack coat for better bonding(recommended but not necessary)
- In case of excessive storage period make the instant PATCHMIX loose before use

- Lay the instant PATCHMIX/cold mix asphalt
- Compact the evenly lad instant PATCHMIX / cold mix Asphalt with hand tamping(spade or hoe) or with a plate compactor or roller compactor(recommended
- The area is ready to open for traffic immediately after compaction

d) SEGMENTED BRICK PAVING (Refer to typical drawing attached – *REPAIR TO PAVEMENT INTERLOCKING BLOCKS*)

- 80mm interlocking bricks (25MPa), top edges chamfered laid in herring bone pattern
- Bricks laid on 25mm compacted thickness well graded bedding sand
- Sub base: where paving has been completely eroded and groundwork's exposed construct a 150mm thick subbase from material outsourced
- Compact the sub base to 95% MOD AASHTO density
- Alternatively cast sub base from cement (DPC) stabilised (2%) Std gravel from site excavations
- If applicable in other areas than DPC plastic must be used.

e) GRAVEL ROADS

- Where gravel roads have been washed away and corroded through traffic.
- The whole/uneven surface must be filled back with similar material if possible collected from the sides
- The area to be repaired must be scarified/removed to a depth not exceeding 150mm
- If not than a coarse layer of 19mm of crushed stone must be compacted to 95% of Mod AASHTO
- Resulting in an acceptable level surface

5. STANDARD SPECIFICATIONS

Where reference is made to the standard specifications in this contract, it shall mean the **COLTO Standard Specifications for Road and Bridge Works for State Road Authorities 1998**, prepared by the Committee of Land Transport Officials complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents.

6. REFERENCE: item 4 a), b), c) and d)

It is important to note that when pricing this document that reference must be made to the type of applications above in Item 6
The following abbreviations appear in the Bill of Quantities

mm = millimetre	m^2 = square metre
m = metre	m^3 = cubic metre
N = numbers	t= ton

SCHEDULE 1: REPAIRS TO TARRED ROADS- Miscellaneous Works

No	DESCRIPTION	UNIT	ESTIMATED QUANTITY	RATE FIRST 12 MONTHS	RATE FIRST 12 MONTHS	TOTAL AMOUNT
7	**GENERAL REQUIREMENTS AND PROVISIONS** 1. Note: As this contract will be carried out on an "as-and-when required" basis, no time related obligations will be included, except as per the Special Conditions of Contract (SCC) on page 7, Item 18- Execution of Repairs. 2. The bidder is required to own/or hire proper road signage during the process of repairs where this is required. All signage in use must comply and be clear in its understanding to road users and pedestrians within the boundaries of the client department's area of usage.					

	3. Occupational health and safety obligations including adherence to all Covid 19 protocols with PPE, transportation of workers, hygiene, protocols, access to site, compliance checking and monitoring etc.					
8	**DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**RATE FIRST 12 MONTHS**	**RATE FIRST 12 MONTHS**	**TOTAL AMOUNT**
8.1	**SITE ESTABLISHMNET (Offices & storage) REPAIRS TO POTHOLES ETC** Note: Maximum of two site establishment allowed for the duration of the term contract. Site establishment for offices, storage of materials and equipment for year 0ne and year Two	Prov Sum	1 (Yr 1 & 2)	R200 000	R200 000	R400 000
8.2	**OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE** Occupational health and safety obligations including adherence to all Covid 19 protocols with PPE, transportation of workers, hygiene protocols, access to site, proper road signage, compliance checking and monitoring etc.	Prov Sum	1 (Yr 1 & 2)	R50 000	R50 000	R100 000
8.3	**ALLOWANCE FOR DUMPING AT APPROVED DUMP SITES:** Actual cost of dumping measured as per original invoice from dump site (contractor must submit copies of dumpsite weighbridge slips/invoices to Works manager to ensure payment). The	Prov.Sum	1 (Yr 1 & 2)	R60 000.00	R60 000.00	R120 000

	Department is allowing R60 000.00 /YEAR					
					SUB TOTAL	**R620 000**
	DESCRIPTION	**UNIT**	**ESTIMATED QUANTITY**	**RATES FIRST 12 MONTHS**	**RATES SECOND 12 MONTHS**	**AMOUNT**
9	**REPAIRS PAVEMENT LAYERS**					
9.1	**Removal and excavating material from existing pavements except milled material** (a) Areas up to 50 m² (b) Areas 50,1 m² to 100 m² (c) Areas greater than 100 m²	 m³ m³ m³	 22 44 88			
9.2	**Milling out material from existing pavement**	m³	150			
9.3	**Backfilling of base layer for surface failures with 98 % Mod AASHTO density** (a) Chemically stabilised gravel excavated from the existing pavement (b) Emulsion treated crushed stone pavement (c) Asphalt base (hot mixed) (d) Asphalt surfacing continuously graded medium (e) Repair pavement asphalt by applying 200mm cold premix asphalt	 m³ m³ m³ m³ m³	 100 100 100 100 100			
9.4	**Repair to pavement layers to compaction as specified** (a) 150mm sub base layer to G5 material compacted to 95 % MOD AASHTO (b) 150 mm upper selected layer of G7 MATERIAL COMPACTED TO 93 % Mod AASHTO density	 m³ m³	 180 180			

	(c) 150 mm in situ material	m³	180			
					SUB-TOTAL	R
	DESCRIPTION	**UNIT**	**ESTIMATED QUANTITY**	**RATES FIRST 12 MONTHS**	**RATES SECOND 12 MONTHS**	**AMOUNT**
10	**Establishment of milling machine on site**	no	1			
11	**Establishment of paver on site**	no	1			
12.	**ASPHALT PATCHING, EDGE BREAK REPAIRS AND EXCAVATION REPAIRS. ASPHALT BASE AND SURFACING**					
12.1	Cutting back the edges of the existing surfacing for the Repairing of PATCH/ edge breaks. (Saw cut)	m	3000			
12.2	**Repair to pavement and asphalt pot holes** a) Install 200 mm cold premix asphalt b) Install 150mm Sub Base layer of G5 material compacted to 95% mod AASHTO c) Install 150mm upper selected layer of G7 material compacted to 93% mod AASHTO d) Install 150mm in-situ material **Backfilling of excavations for patching and potholes** **Note:** Potholes up to 1.0 m² in size will be paid per number and the rate is inclusive of all labour, plant and equipment, Patching and pothole repairs, complete, including all excavation, cutting by saw or jack hammer and transport of spoil to approved dumping sites and including the transport of the asphalt material to site, Potholes or patches of area up to and including 1.0m² in the following depth and ranges a see attached drawings allow for	m³	180			

					SUB TOTAL	
	DESCRIPTION	**UNIT**	**ESTIMATED QUANTITY**	**RATES FIRST 12 MONTHS**	**RATES SECOND 12 MONTHS**	**AMOUNT**
13.	**SEALING OF PASSIVE CRACKS** **Cleaning of passive cracks with hot compressed air and sealing cracks as specified** (a) Surfacing cracks (b) Crocodile cracks (c) Longitudinal cracks	m^2	500			
14.	**SHOULDERS REPAIR** **Reinstating gravel shoulders by means of ripping, watering,mixing,placing and compacting existing shoulders to 93 % Mod AASHTO density**	m^3	100			
15	**GENERAL EROSION PROTECTION** (a) Stone pitching (b) Stone masonry wall	m^3	50			
16.	**ROAD MARKINGS** Road-marking (a) LONGITUDINAL LINES. Only applicable where existing lines were disturbed during patching. (any colour) to be redone to match existing	m	1000			
	(b) lettering and symbols. Only applicable where existing lettering and symbols were disturbed during patching.					

	(any colour) to be redone to match existing	No	60			
	(c) Re –painting existing road markings that faded due to ageing around facilities	m	700			
17.	**Erection and repair of Road signs**	Each	120			
					SUB-TOTAL	
	DESCRITION	**UNIT**	**ESTIMATED QUANTITY**	**RATES FIRST 12 MONTHS**	**RATES SECOND 12 MONTHS**	**AMOUNT**
18.	**CONCRETE KERBING** Allow to replace precast kerbing to SABS 927 as indicated on typical drawings attached for types of kerbs and kerb installation					
18.1	Semi mountable Kerb	m	20			
18.2	Barrier kerb	m	20			
18.3	Mountable kerb	m	20			
18.4	Edge restraint kerb	m	20			
18.5	In situ cast Mountable kerb	m	20			
19.	**Trimming of excavations for concrete lined open drains** ***See the attached drawings on Page 26*** **(a) In soft material concrete lining for open drains** cast in situ concrete -25Mpa /19mm standard side drain	m^2	12			
20.	**Formwork to cast in-situ concrete lining for drains(Class F2 surface finish) with manhole cover see detail on attached drawings**					
20.1	To sides with formwork on the internal face only	m^2	12			
20.2	To sides with formwork on both internal and external faces(each face measured)	m^2	12			

20.3	To end slabs	m²	12			
					SUB TOTAL	
No	**DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**RATES FIRST 12 MONTHS**	**RATES SECOND 12 MONTHS**	**AMOUNT**
,, 21.	**CONCRETE BRICK PAVING USED IN PARKING AREAS AND ROADS** ***SEE THE ATTACHED DRAWINGS*** Carefully remove existing damaged concrete segmented paving bricks and excavate as per existing layers 2, 3 and 4, save all bricks which can be re-used during the repair phase **Repair to pavement interlocking Block** a) Install 80mm segmented paving block full interlocking b) Install 20mm Sand bedding c) Install 150mm Sub- base layer of G5 material compacted to 95% AASHTO d) Install 150mm upper selected layer of G7 material compacted to 93% mod AASHTO e) Install 150mm in situ material Allow for 80mm segmented interlocking brick paving	 m² m³ m² m² m²	 650 80 1200 1200 1200			
22.	**REPAIRS TO GRAVEL ROADS WITHIN STATE PROPERTIES** Existing Gravel roads damaged by water or heavy duty vehicles, must be excavated to a minimum of 500mm and backfilled with new gravel and compacted to 95% MOD AASHTO Density. Any or all surplus material must be stored on site for future use. The hourly rate must include all equipment, machinery and labour Allow for gravel used on site which is reusable ,labour cost / cubic meter	Hours	400			
23.	Allow for gravel purchased from offsite sources	m³	250			

					SUB-TOTAL	
No	**DESCRITION**	**UNIT**	**ESTIMATED QUANTITY**	**RATES FIRST 12 MONTHS**	**RATES SECOND 12 MONTHS**	**AMOUNT**
24.	**SUPPLY AND ERECTION OF GUARDRAIL,AND CONCRETE BARRIERS** (a) Supply and erection of guardrails (b) Supply and erection of concrete barriers	 m m	 70 70			
25. 25.1	**STORM WATER CHANNELS(*SEE ATTACHED GENERAL DETAILED DRAWINGS ATTACHED)*** Existing concrete storm water and irrigation channels on site the following cleaning and repairs are required **Repairing of open Concrete storm water channels** Existing damaged concrete to be carefully removed and prepared on hard earth. Cast in-situ 75mm thick concrete mixed 6:3:1 not exceeding lengths of 1,800mm. Concrete must be wood floated finish but all edges must be rounded and smoothed with a steel corner trowel to match existing. See attached sketch of a typical open storm water channel Allow for 75mm thick concrete	m	70			
25.2	Allow for 125mm thick concrete	m^2	50			
25.3	Cast in –situ Welded mesh FS 245 in concrete channels where applicable	**m^2**	10			
26.	**Cleaning of existing concrete storm water channels**					

	Carefully remove all grass, other growths including debris from storm water channels and remove from site	m²	200			
					SUB TOTAL	
					SUB TOTAL carried to summary page	

27	SCHEDULE 2: EPWP – Employment of Youth Workers	UNIT	Quantity	Rate	AMOUNT year one and two R C
27.1	**EMPLOYMENTS OF YOUTH WORKERS**				
27.2	Employment of Youth Workers The provision of remunerations is based on official Labour rates of R21, 69/hr as the amount agreed by NMW from the Minister of Labour. The Bidder shall include Salaries of 2 x employees per year x 2 years = 4 employees (R21, 69 X 8hs/day x 21days = R3643.92/month).				
27.3	Allow for R3643.92/month x 12mths (year One)	No	2	R43 727.04	R87 454.08
	Profit and Attendance to the above item	%	10	R4 372,70	R8 745.41
27.4	Allow for R3643.92/month x 12mths + 6%(Allow for 6% increase in year Two)	No	2	R46 350,72	R92 701,44
	Profit and Attendance to the above item	%	10	R4 635,07	R9 270,14
28	**PROVISION OF EPWP DESIGNED OVERRALLS AND HARD HATS TO YOUTH WORKERS**				
28.1	Supply 2 x EPWP branded overalls per youth worker. (Once off)	Item	4	R350,00	R1 400.00
28.2	1 x EPWP branded hard hat to youth worker (Once off)	Item	4	R100,00	R400.00
28.3	1 x EPWP safety shoes to youth workers.	Item	4	R350,00	R1 400.00
28.4	Chemical Resistance gloves to be issued once a month 4 x 24	Item	96	R30	R2 880.00
28.5	Cut Resistance gloves to be issued once a month 4 x 24	Item	96	R60	R5 760.00
	SUB TOTAL carried to summary page				**R191 995.52**

SCHEDULE - 3
NON – SHEDULE RATES FOR LABOUR AND MATERIAL REPAIRS TO POTHOLES ETC

21	LABOUR- for all areas.	UNIT	QTY	RATE YEAR 1	QTY	RATE YEAR 2	AMOUNT R c
	The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc, for normal working hours, as well as for transport costs including traveling time, but excluding VAT						
	Normal working hours						
21.1	Skilled Artisan(Technician)	Hours	250		250		
21.2	General worker	Hours	1500		1500		
	Overtime, Sunday and Public Holidays.						
21.3	Skilled Artisan	Hours	50		50		
21.4	General worker	Hours	50		50		
	Non- schedule materials						
22	The cost of non-schedule materials shall be deemed to include, for the cost of material, after the deduction of any discount and delivery to site.						
	Allow for the amount of R400 000 for the	No	1	R200 000	1	R200 000	R 400 0000

	provisional cost of non- scheduled material that may be used. The above labour rates will apply.						
23	Percentage mark- up on non-schedule materials that may be used. (Percentage (25%) (250000 for the whole project)	%	25	R50 000	25	R50 000	R 250000
	Total labour cost carried to summary page		**SUB TOTAL carried to summary page**				**R**

SCHEDULE 4 – TRANSPORT ETC

24	**TRANSPORT COST ALL AREA)**	**QTY/ UNIT**	**YEAR 1**	**YEAR 2**	**AMOUNT R c**
(i) (ii)	**NOTE:** The costs of workers and drivers traveling time shall be deemed to be included with the unit rates for transport costs All distances traveled will be measured from the established site office in Kimberley area as a central pint.				
25	Transport cost of a vehicle with a loading capacity of 1 ton	9000 km			
26	Transport cost of a vehicle with a loading capacity of 2 ton	6000 km			
27	Transport cost of a vehicle with a loading capacity of 3 ton	2000 km			
28	Transport cost of a vehicle with a loading capacity of 4 ton	1000 km			
		SUB TOTAL carried to summary page			**R**

NOTE: CURRENT AA RATES MUST BE CONSIDERED.

SUMMARY PAGE

TENDER/BID
FOR
MAINTENANCE. REPAIRS AND LEVELLING OF TARRED ROADS, POTHOLES, GRAVEL ROADS AND PAVED AREAS USED AS ROADS
AND
REPAIRS AND CLEANING OF EXPOSED CONCRETE AND BRICK STORM WATER CHANNELS

FOR
24MONTHS

IN
KIMBERLEY AND SURROUNDING AREAS

FOR
THE NATIONAL DEPARTMENT OF PUBLIC WORKS

WITHIN
THE KIMBERLEY REGIONAL OFFICE JURISDICTION

SUMMARY

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender Form which must be returned together with this document.

1.	Amount for Schedule 1	R
2.	Amount for Schedule 2	R
3.	Amount for Schedule 3	R
4.	Amount for Schedule 4	R
Sub-total		R
Add: Value-added Tax (VAT 15%)		R
Total carried forward to BID Form		R

TENDERER'S SIGNATURE: _____

ADDRESS: _____

_____

_____

DATE: _____

PRICED SPECIFICATION:

A priced specification must be submitted with the tender document

JOB CARD

MUST BE DETAILED, COMPLETED AND SUBMITTED WITH QOUTATI

COMPLAINT NO: _____ **TIME ON SITE:** _____ **TIME OF SITE:** _____

1. BUILDING: _____ DEPARTMENT: _____ ORDER NO: _____

COMPLAINT: _____

REPORTED BY: NAME: _____ TELEPHONE: _____ DATE: _____

REPAIRS	SERVICES

CONTRACTOR: _____ AREA: _____

2. WORK EXECUTED NB: UNUSED LINES MUST BE CANCELED BEFORE CERTIFYING

	DESCRIPTION OF WORK	PAGE & SCHEDULE NO:		QUANTITY IN WORDS	RATE R	c	TOTAL R	c
				NON-SCHEDULE ITEMS TOTAL				
				.....% PROFIT ON NON-SCHEDULE ITEMS				
				SCHEDULE ITEMS TOTAL				
				SCHEDULE AND NON-SCHEDULE ITEMS TOTAL				

	LABOUR NON-SCHEDULE ITEMS	FROM	TO	HOURS	RATE R	c	TOTAL R	
	ARTISAN							
	LABOURER							
	TRANSPORT COST	**FROM -----TO**	**PAGE & SCHEDULE NO:**	KILOMETERS				
				LABOUR & TRANSPORT TOTAL				
				SCHEDULE AND NON-SCHEDULE ITEMS TOTAL				
				TOTAL				
				VAT				
				GRAND TOTAL				

ARTISAN'S NAME: _____

COMPLETION DATE: _____

REMARKS

3. **THIS PORTION MUST BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE CLIENT DEPARTMENT**

I CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY. I HAVE RECEIVED THE SCRAP MATERIAL. (HOWEVER, I DO NOT CERTIFY THE TECHNICAL CORRECTNESS)

NAME: _____ TELEPHONE NUMBER: _____

DESIGNATION: _____ SIGNATURE: _____ DATE: _____

OFFICE STAMP

RETAIN COPY FOR AUDIT PURPOSES

4.1 **FOR DEPARTEMENTAL USE**

- [ ] State
- [ ] Hire
- [ ] Inspection
- [ ] Telephonic confirmation by: _____

Number: _____

4.2 **FOR DEPARTEMENTAL USE**

The work has been done

Signature: _____

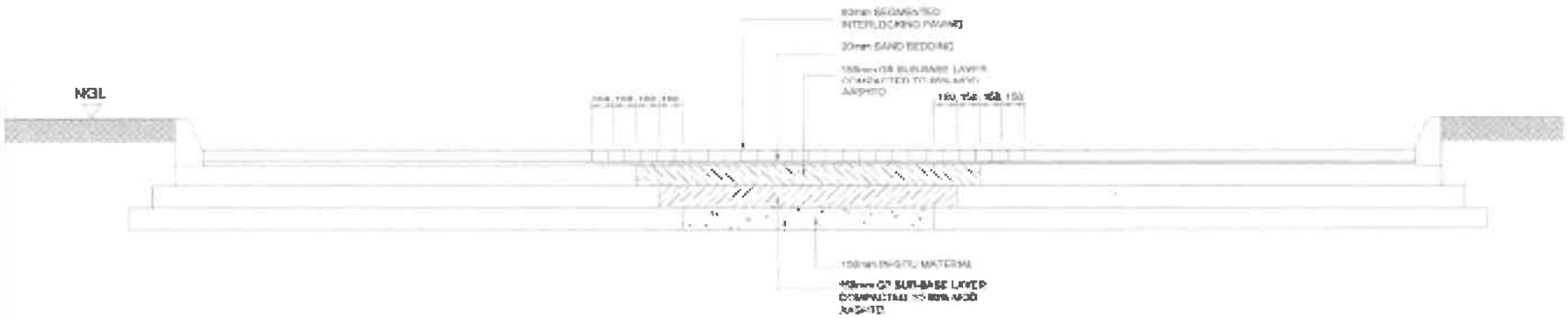
Name: _____

Designation: _____

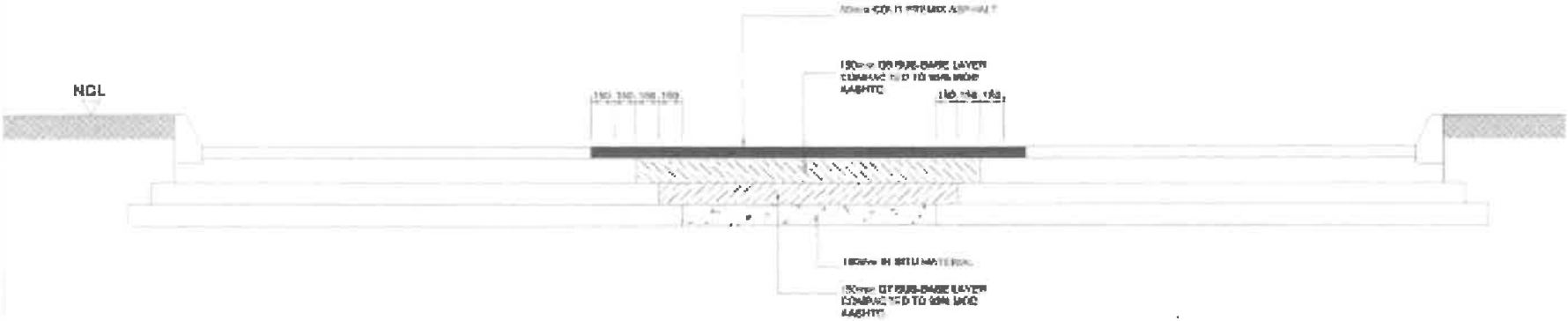
Date: _____

TYPICAL OPEN STORM WATER CHANNEL

NOTE: CHANNEL SIZES WILL VARY ON SITE.



REPAIR TO PAVEMENT INTERLOCKING BLOCK



REPAIR TO PAVEMENT ASPHALT POTHOLES

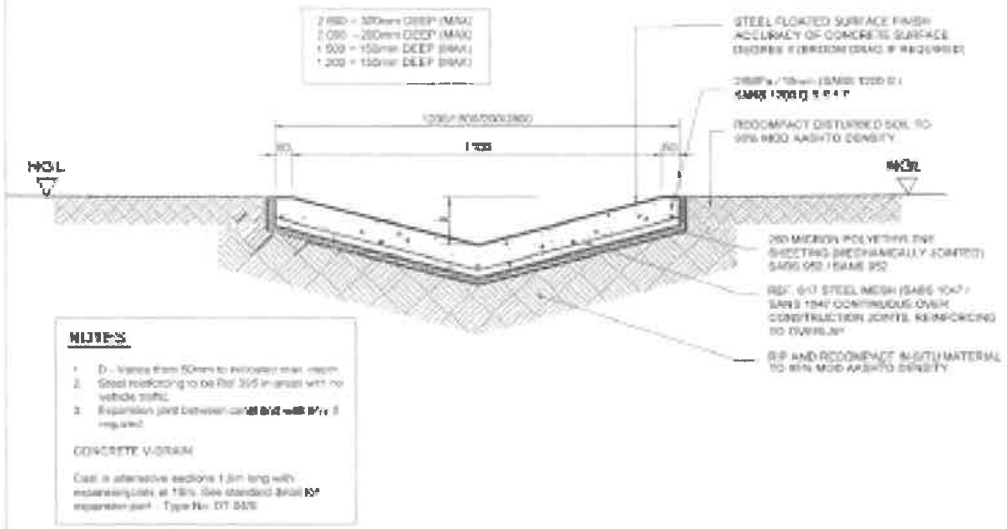
REPAIR TO PAVEMENT ASPHALT EDGE

DPW Professional Service

XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXX

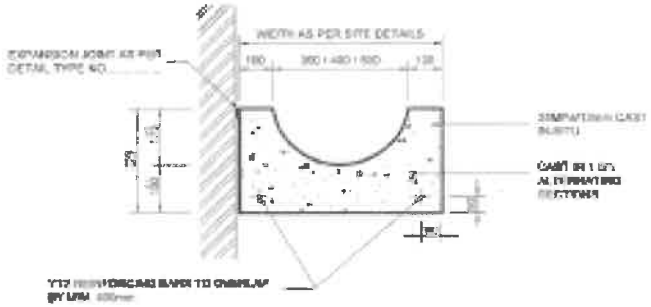
XXXXXXXXX

XXXXXXXXXXXXX



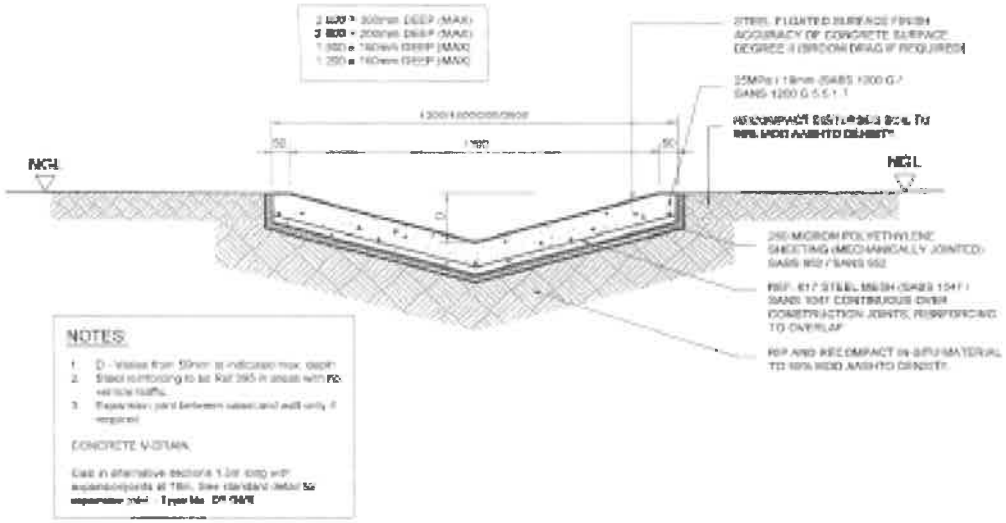
STORMWATER CANAL IN AREAS WITH VEHICLE TRAFFIC.

SCALE 1:10



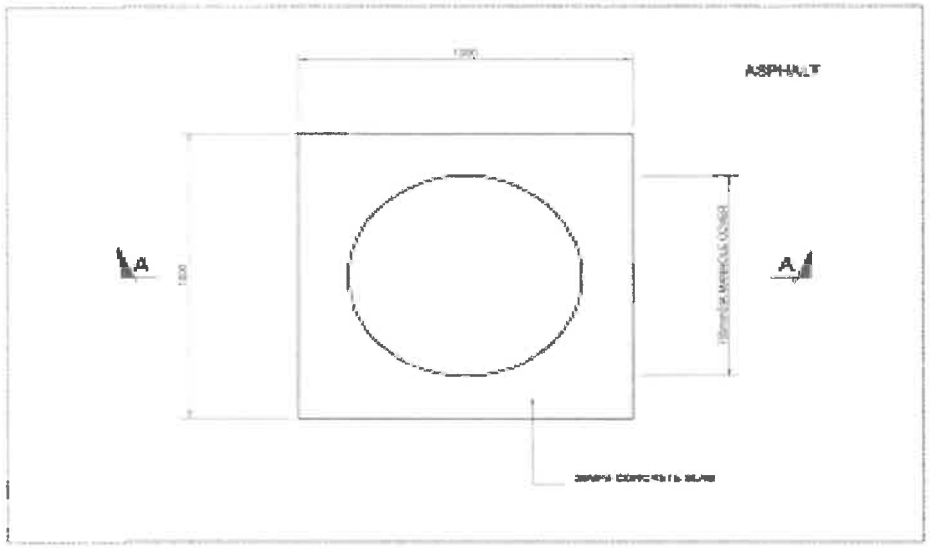
STORMWATER CHANNEL NEXT TO BUILDING OR IN OPEN VELD WHERE TO MATCH EXISTING ONLY

SCALE 1:10

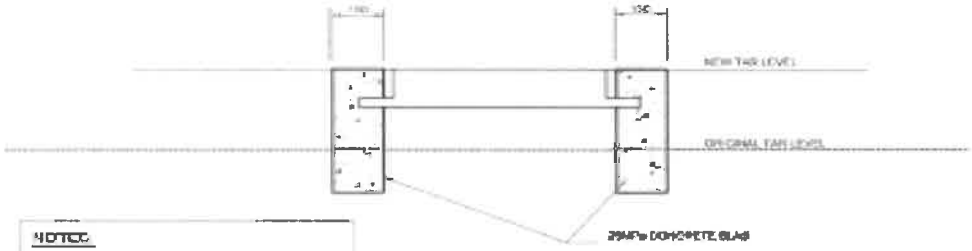


STORMWATER CANAL IN AREAS WITH VEHICLE TRAFFIC

SCALE 1:10



MANHOLE PLAN



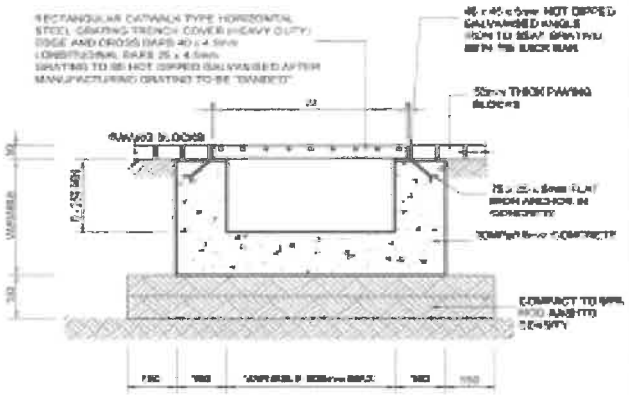
NOTES:

1. Tar/P should be based on average maximum in height of 50mm
2. Concrete must be finished with wood trowel.
3. Asphalt must be cut square before casting of concrete
4. Dimensions are in millimetres (mm)

SECTION A-A

TYPICAL MANHOLE EXTENSION DETAIL

SCALE 1:10



NOTES:

1. Contractor shall be responsible for the installation of the grating (RAMS 22 HEAVY DUTY)
2. Allow for water drainage from road to stormwater system

STORMWATER DUCT FOR ROADWAYS AND WALKWAYS

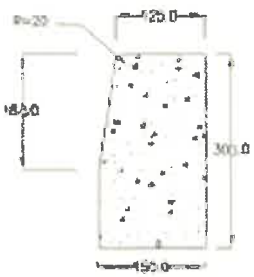
SCALE 1:10

DPW Professional Service

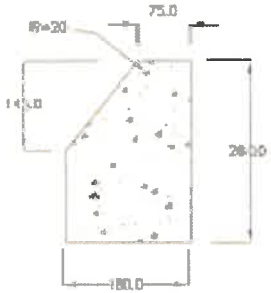
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX

XXXXXXXXX

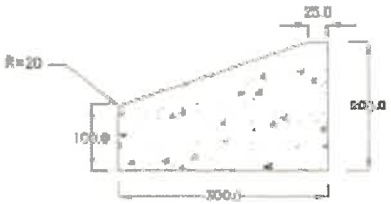
XXXXXXXXXXXXXXX



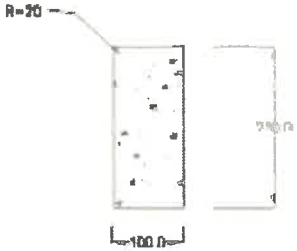
BARRIER KERB SAMS (FIG.3)
CAN ALSO BE USED AS
MOUNTABLE KERBS



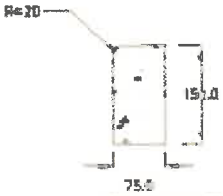
SEMI MOUNTABLE KERB SAMS
(FIG.7) FOR USE IN MEDIANS ONLY



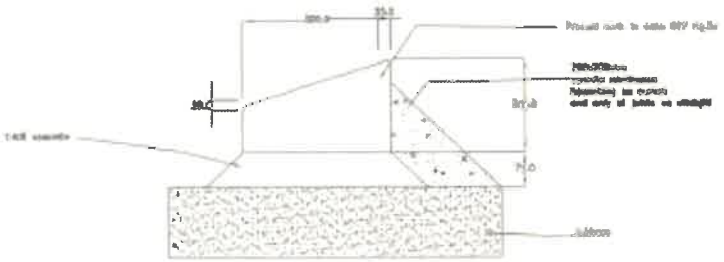
MOUNTABLE KERB SAMS (FIG.8a) FOR USE IN
INDUSTRIAL ONLY



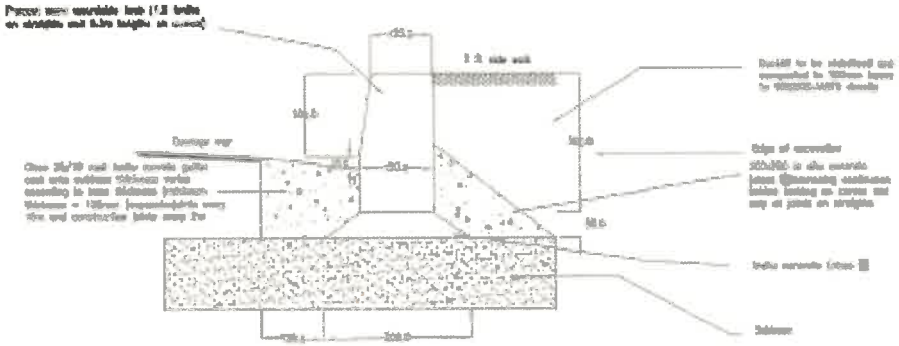
RECTANGULAR KERB SAMS (FIG.10)
FOR HIGH SIDE KERBING IN LOW COST
DEVELOPMENTS



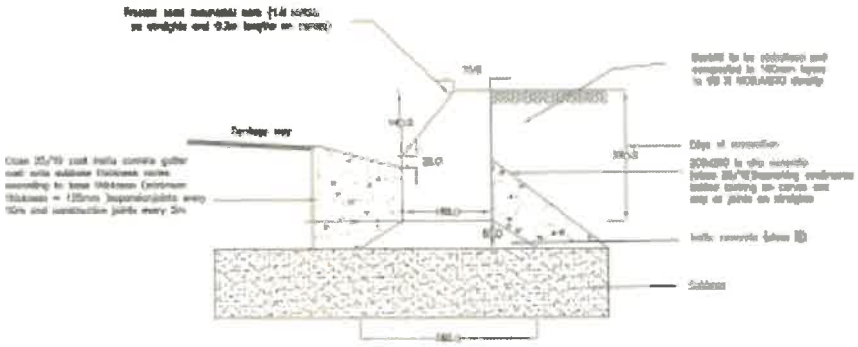
RECTANGULAR KERB SAMS
(FIG.12)EDGE
RESTRAINS FOR PAVING
BLOCKS



PRECAST MOUNTABLE KERB (FIG.1B OR 1C)



DETAIL OF BARRIER KERB (FIG.3)



DETAIL OF BARRIER KERB (FIG.7)

NO.	DATE	AMENDMENT	D.P.W.

public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

EPWP IMPLEMENTATION FRAMEWORK ON NDPWI PROJECTS

Kimberley and Surrounding Area: *Maintenance, Repair and Levelling of Tarred Road, Potholes, Gravel Road and Paved Area used as Roads and Repair and Cleaning of Exposed Concrete and Brick Storm Water Channel*

In order to make tender / contract documents fully EPWP compliant (labour-intensive construction projects) the following clauses and / or additions need to be included in the documentation:

1. Tender Document Cover

The following EPWP *Logo to be included on the bottom of the front cover*

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

2. Tender Notice and Invitation to Tender

The following must be included in the notice and invitation to tender (for Contract Documentation for the Works):

"Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders."

3. Contract Data

The following must be included in the contract data in the contract with the Employer:

Linkage of payment for labour-intensive component of works to submission of project data

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractors chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

4. Bill of Quantities

- Due to the nature of the works involved, this type of project is feasible as a labour Intensive project i.e. the construction activities will require skilled/unskilled labour.

- Noted that only few items were identified to be implemented LI on the BOQ. The QS is kindly requested to identify more activities that will be done LI in the BOQ.

- Below are some of the potential focus areas where employment creation can be optimized. The following activities must be marked in the bill of quantities with the letter (LI);

LI Activities
All excavations works not exceeding 1.5 m
Masonry
Brickwork
Waterproofing (requires skilled labour and semi-skilled labour)
Cleaning of roof
Carpentry and joinery (requires skilled and semi-skilled labour)
Plastering (Internal and External)
Tilling
Plumbing and Drainage & storm water drainage
Paintwork
Installation of Fencing
Landscaping
Sewer connections
Water connections
Paving to parking area
Fencing and installation of gate

6. Employment Targets

The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method.

Estimated no of jobs to be created:
NYS Beneficiaries = N/A
Local Labour = 4

7. Employment requirements

Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.

Tenderers must allow for any costs for the following employment requirements of the EPWP
60% women
55% youth aged between 18 and 35 years
2% people with disability

100% unskilled labour utilized must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.

8. Employment of Community Liaison Officer (CLO)

8.1. The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of a project.

8.2. A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.

8.3. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

8.4. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

a) Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
b) Assisting in the procurement of materials from local resources, as required by the contractor,
c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.

f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained
g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications
h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

9. EPWP Branding

9.1. Signboard

EPWP Programme at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

The Contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including the maintenance period, after which the project board and posts are to be dismantled and handed to the client in good order

9.2. Personal Protective Equipment (PPE)

All local labourers including contractor & sub-contractors' shall be provided with EPWP branded Personal Protective Equipment (PPE), as per the branding specifications.

Overalls to be orange in colour as per EPWP Corporate image and requirements (Annexure E). Branding to be done in full colour. Specification with the exception of Correctional Services contracts where the participants top and bottom would be green.

10. Reporting

The Contractor's payment invoice shall be accompanied by labour information for the corresponding period in an EPWP reporting format (Annexure B). The completed EPWP reporting template should be accompanied by the following supporting documents:

- Contract of employment (Individual and/or Entity) - once-off
- Certified South African ID copy (certification date not older than 3 months)- once-off
- Attendance register of participants- periodically
- Proof of payment of participants- periodically

- Schedule of payment for SMMEs- periodically (N/A)

The Consultant shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.

If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractors invoice shall not be paid until all pending labour information has been submitted.

12.02 **PROVISION OF EPWP DESIGNED OVERALLS, HARD HATS TO YOUTH WORKERS (NYS) AS WELL AS ONE PAIR OF SAFETY BOOTS.**

12.02.01 Calculated on Schedule 2 item No. 27 of the Bill of Quantities

R 191 995,52 (No. 27 of the Bill of Quantities)

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). Hard hats should be orange and branded as per the EPWP branding specification which shall be provided to the Contractor.

SCHEDULE 1 (8.2)

HEALTH AND SAFETY SPECIFICATION

Health and Safety Specification

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

TABLE OF CONTENTS Pages

1. Introduction and Background 5

1.1 Background to the Pre-Construction Health and Safety Specification 6
1.2 Purpose of the Pre-Construction Health and Safety Specification 6
1.3 Implementation of the Pre-Construction Health and Safety Specification 6

2. Pre-Construction Health and Safety Specification 6

2.1 Scope 6
2.2 Contractual Issues 6
2.3 SHE Standards and Procedures 7
2.4 Interpretation 7

2.4.1 Application 7
2.4.2 Definitions 7

2.5 Minimum Administrative Requirements 7

2.5.1 Notification of Intention to Commence Construction Work 7

2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site 8

2.5.3 Competency of Contractor's Responsible Persons 8

2.5.4 Compensation of Occupational injuries and Diseases Act (COIDA), Act 130 of 1993. 8

2.5.5 Occupational Health and Safety Policy 9

2.5.6 Health and Safety Organogram 9

2.5.7 Preliminary Hazard Identification and Risk Analysis
And Progress Hazard Identification and Risk Analysis 9

2.5.8 Health and Safety Representative(s). 10

2.5.9 Health and Safety Committee(s) 10

2.5.10 Health and Safety Training 10
2.5.10.1 Induction 10
2.5.10.2 Awareness 11
2.5.10.3 Competency 11

2.5.11 General Record Keeping 11

2.5.12 Health & Safety Audits, Monitoring and Reporting 11

2.5.13 Emergency Procedures 11

2.5.14 First Aid Box and First Aid Equipment 12

2.5.15 Accident / Incident Reporting and Investigation 12

2.5.16 Hazards and Potential Situations 13

2.5.17 Personal Protective Equipment and Clothing 13

2.5.18 Occupational Health and Safety Signage 14

2.5.19 Permits 14

2.6 Physical Requirements 14

2.6.1 Demolition Work 14

2.6.2 Excavations, Shoring, Dewatering or Drainage 15

2.6.3 Edge Protection 15

2.6.4 Explosives and Blasting 15

2.6.5 Stacking of Materials 15

2.6.6 Speed Restrictions and Protection 16

2.6.7 Hazardous Chemical Substances (HCS) 16

2.6.8 Asbestos 16

2.7 Plant and Machinery 16

2.7.1 Construction Plant 17

2.7.2 Vessels under Pressure 17

2.7.3 Fire Extinguishers and Fire Fighting Equipment 17

2.7.4 Hired Plant and Machinery 17

2.7.5 Scaffolding / Working on Heights 17

2.7.6 Form Work and Support Work for Structures 17

2.7.7 Lifting Machine and Tackle 18

2.7.8 Ladders and Ladder work 18

2.7.9 General Machinery 18

2.7.10 Portable Electrical Tools / Explosive Power Tools 18

2.7.11 High Voltage Electrical Equipment 19

2.7.12 Public Health and Safety 19

2.7.13 Night Work 19

2.7.14 Transportation of Workers 19

2.8 Occupation Health and Environmental Management 20

2.8.1 Occupational Hygiene 20

2.8.2 Environmental Management 20

2.8.3 Welfare facilities 21

2.8.4 Alcohol and other drugs 21

3. ANNEXURE A 22-22

Task Completion Form

4. ANNEXURE B 23-24

Principal Contractor's Responsible Persons

5. ANNEXURE C 25

Other Requirements

6. **ANNEXURE D** 26

Initial Hazard Identification and Risk Assessment

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

1) The Construction Regulations of February 2014 in terms of Regulation 5(1) (b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.

2) This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.

3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.

4) When submitting his/her tender the Contractor must supply the Client with the following:

   4.1 A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.

   4.2 A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.

5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolvent

of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.

6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

1.3 Implementation of the Pre-Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Contractual Issues

2.2.1 Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

2.2.2 The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental

requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.

2.2.3 The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.

2.2.4 The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

2.3.1 The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.

2.3.2 Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.

2.3.4 Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 APPLICATION

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.4.2 DEFINITIONS

1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this

notification must be forwarded to the Client prior to the commencement of Construction work.

2) Copies of such notification can be obtained from any Department of Labour Office.

2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.

2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.

3) Should the Client or its representative deem such practice as having a negative effect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.

3 It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.

2.5.3 Competency of Contractor's Appointed Competent Persons

1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.

2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.

3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)

1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.

2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.

3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor

4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

2.5.5 Occupational Health and Safety Policy

1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.

2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.6 Health and Safety Organogram

1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.

2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.

3) The organogram shall be updated when there are any changes in the Site Management Structure.

2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis

1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.

2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:

a) A list of hazards identified as well as potentially hazardous tasks;
b) A documented risk assessment based on the list of hazards and tasks;
c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
d) A monitoring and review procedure of the risks assessment as the risks change.

3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).

5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.8 Health and Safety Representative(s)

1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.

2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

1) Minutes must be kept on record and filled in the Site Health and Safety File.
2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

2.5.10 Health and Safety Training

2.5.10.1 **Induction**

1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**

2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 **Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

2.5.10.3 **Competency**

1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.

2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.

3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.

4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

2.5.11 General Record Keeping

1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.

2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.

3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.12 Health and Safety Audits, Monitoring and Reporting

1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.

3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.

4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.

5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.13 Emergency Procedures/Plans

1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.

3) The Principal Contractor shall advice the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be available to site personnel.

4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.

5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.14 First Aid Boxes and First Aid Equipment

1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.

2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.

3) Valid certificates to be kept on site in the Site Safety File.

4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.

5) All Contractors with more than 5 employees shall supply their own first aid box

6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

2.5.15 Accident / Incident Reporting and Investigation

1) Injuries are to be categorized into the following categories:

   1) first aid;
   2) medical;
   3) disabling; and
   4) Fatal injuries.

2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.

3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.

4) When reporting injuries to the Client, these categories shall be used.

5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.

6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.

8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.16 Hazards and Potential Situations

1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.17 Personal Protective Equipment (PPE) and Clothing

1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.

2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.

3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

4) The above procedure applies to Contractors and their Sub-Contractors.

5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.

6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.

7) Records of all PPE issued to staff must be kept on site in the Site Safety File.

8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.

11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.

12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.

13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.

14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.

15) Ear protection must be worn in designated noise zone (in excess of 85dB)

16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.

17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.

18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".

2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.19 Permits

1) The Contractor shall draft and implement where required permits which may include the following:

- Use of Explosives and Blasting;
- Work for which a fall prevention plan is required;
- Use of cradles, and
- Electrical work
- Hot works

2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 <u>Physical Requirements</u>

2.6.1 Demolition Work

1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.

2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan

3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.

4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.

5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

2.6.2 Excavations, Shoring, Dewatering or Drainage

1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.

2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.

3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.

4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.

5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.

6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection.

1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

1) All explosives must be transported or stored according to the requirements of SANS 0228.

2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.

3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.

4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.

2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.

3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.

2) Vehicle movement routes on site must be clearly indicated where applicable.

3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.

2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.

2) Proof of such notification must be supplied to the Client prior to work proceeding.

3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.

4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.

5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

2.7 Plant and Machinery

2.7.1 Construction Plant

3.2 All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.

3.3 Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.

3.4 Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.

3.5 Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate firefighting equipment.

2.7.3 Fire Extinguishers and Fire Fighting Equipment

1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur.

2) The appropriate notices and signs must be posted up as required.

3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.

2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.

3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

1) Working at heights includes any work that takes place in an elevated position in excess of 2m.

2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.

3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.

2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.

3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).

2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

2) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.7.10 Portable Electrical Tools and Explosive Powered Tools

1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.

3) The Contractor shall apply the following:

- A competent person undertakes routine inspections and records are kept.
- Only authorized trained persons use the tools.
- The safe working procedures apply.
- Awareness training is carried out and compliance is enforced at all times.
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive rounds is implemented and maintained, and
- That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.

2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

2.7.12 Public and Site Visitor Health and Safety

1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.

2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

2.7.14 Transportation of Workers

1) The Contractor and shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
- Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
- Permit workers to stand or sit on the edge of the transporting vehicle.
- Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.

2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.

3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.

4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act

5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.

6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.

7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.

8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.

9) In the event where Earth Moving Equipment is present on site the following must be adhered to:

- Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
- Right of way must be afforded to earth moving machinery at all times.
- Vehicles must only be permitted to park where possible in designated areas

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.

2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.

4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.

5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.

6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.

2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.

3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.

4) Plans to deal with spillages must be in place and maintained.

5) No waste materials liquid or solid may be disposed of in drains.

6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.

2) Showers (1 for every 15 workers).

3) Changing facilities.

4) Hand washing facilities, soap, toilet paper, and hand drying materials.

5) Waste bins must be strategically placed and emptied regularly.

6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.

2) No person may be under the influence of alcohol or any other drugs while on the construction site.

3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.

4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.

5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the onsite Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc.
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work

Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: • Incidents/accidents and investigations • Non conformances by employees & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: • Scaffolding • Excavations • Formwork & support work • Explosive tools	
General Inspections	Monthly	• Firefighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements
(Where necessary) have to be developed by the Principal Contractor.

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
  - ° Angle grinder
  - ° Electric Drilling Machine
  - ° Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. welding, flame cutting etc.

NOTE:

The above list is by no means exhaustive and should not be limited to these activities bit must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

NB:-
Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his Bid price for all work related to health and safety and the requirements as per this Health and Safety Spec