



CONTRACT No. CDC/182/25

**APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE
REPAIRS AND RENOVATIONS TO THE SANDTON
LABOUR CENTRE INCLUDING THE PROVISION AND
INSTALLATION OF A GENERATOR AND WATER TANK**

CLOSING DATE: 17 June 2025

CLOSING TIME: 12H00

PREPARED FOR:

Coega Development Corporation (PTY) Ltd
145 Herbert Road, Eastwood
Arcadia
PRETORIA
0081

NAME OF BIDDER:

Document Classification: Public

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**COEGA DEVELOPMENT CORPORATION (PTY)LTD.
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T1.1 TENDER NOTICE & INVITATION TO BID

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INVITATION TO TENDER

The Coega Development Corporation (CDC) is inviting capable and competent Contractors with a proven experience and track record to submit their bids for the APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.

This is an EPC/Turnkey Contract therefore the Bidders should submit their Proposals either as Joint Ventures (JVs), Consortia or as single entities if they possess all the requisite skills in-house. Bidders must be registered with the CIDB in the General Building (GB) class of works.

The project is to be completed within **12 months including design period** from the Commencement Date.

HIGH-LEVEL SCOPE OF WORK

The scope of works entails repairs and renovations to buildings, wet/related services, mechanical installation, electrical installations and civil infrastructure and installation of emergency power generator and elevated steel water tank.

CONDITIONS OF TENDER

- a) The bidder must have a registered contractor with the CIDB grading under the GB class of works and the grading must be in line with the bidders offer. Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
- b) The CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in GG No. 36190 of 25 February 2013, is applicable to this project. Furthermore, the CIDB B.U.I.L.D Standard for Developing Skills Through Infrastructure Contracts (March 2023) shall also apply to this contract.

- c) The following legislation shall apply:
- i. Public Finance Management Act (Act No. 1 of 1999) (PFMA).
 - ii. National Treasury Regulations.
 - iii. Preferential Procurement Policy Framework Act, 2000.
 - iv. The Preferential Procurement Policy Framework Regulations, 2022.
 - v. The CIDB Act, Act 38 of 2000,
 - vi. The National Qualifications Framework Amendment Act No. 12 of 2019;
 - vii. The Skills Development Act No. 97 of 1998;
 - viii. Occupational Health and Safety Act and Regulations, Act 85 of 1993;
 - ix. Compensation for Occupational injuries and disease Act 130 of 1993;
 - x. NEMA National Environmental Management Act 107 of 1998;
 - xi. Disaster Management Act 57 of 2002;
 - xii. Broad-based Black Economic Empowerment Act No. 53 of 2003, as amended by Act No. 46 of 2013 (BBBEE Act); and
 - xiii. Any other applicable legislation.
 - xiv. The CDC's Procurement Policy and Procedures shall apply.
- d) The 80/20 preference point system, will be applicable for allocating points for price and points for specific goals. The following scores will be applicable:
- i. Price - 80
 - ii. Specific Goal - 20
- e) Bidders will be evaluated on functionality and are expected to meet the minimum of 70 points threshold in order to be evaluated further. The evaluation criteria for assessing functionality and weight of each criterion are provided in the tender document.
- f) As per the amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSEs with at least 51% or 100% black shareholding and EMEs with an annual turnover of R3,0 million or more are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3,0 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In the case of a Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate would be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise.
- g) The CDC reserves the right, in its sole discretion, to reject any bid where it appears to the employer that the bidder does not comply with any of the requirements set out above.

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- h) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The documentation required to claim points for Specific Goals will be a BBBEE Level of Contributor certificate issued by an accredited SANAS agency.
- i) The CDC reserves the right to require a bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences in any manner required by the organ of state.
- j) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with the Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.
- k) All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS;
- l) CDC will not award more than two project to any tenderer, unless one of these projects is more than 80% complete. A capacity assessment will be conducted at the Qualitative/Risk Assessment stage if the recommended tenderer is the only responsive service provider.
- m) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number, e.g. MAAA0....
- n) Bidders are required to submit certified copies of original certificates of the project team as proof of professional registration with SACAP, ECSA, SAQSP or, SACPCMP, and relevant qualifications (i.e. Degrees / Diplomas),
- o) The CDC will only award the Bid to a Bidder who is tax compliant. The tax-compliant status of the Bidders (and all the members in-compliant status of Bidders (and all the members of the Tendering Team in the case of Joint Ventures) will be verified through the CSD and South African Revenue Services (SARS) website.
- p) Public servants are prohibited from conducting any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out by the CDC and Bidders will be disqualified should they be found to be in contravention with this requirement.
- q) The Bidders must nominate a person who will be their Contractor's Representative. The Contractor's Representative:

- a. Should have delegated authority to sign on behalf of the Bidder:
 - (1) The Bid Submissions;
 - (2) All the Returnable Documents that should also be initialed and submitted as part of the Tender document;
 - (3) Any correspondence with the CDC during the bidding process;
 - (4) The Agreement to be entered into with the Successful bidder and
 - (5) Any correspondence during the Contract Execution Phase.
- b. Would be conferred the authority to be the duly Authorised Signatory as would be provided in the **Certificate of Authority of Signatory at Tender Returnable Schedule 1** that should be included in the Tender Document.
- c. Will be the sole point of contact between the CDC and the Tender during this bidding process, and during contract execution (i.e. for the Successful Tenderer).
- d. Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness.
- r) In the case of Joint Ventures/Consortia, the bidder must include an Intent to Enter into a **Joint Venture/Consortium Agreement, signed by all parties to the joint venture; alternatively, provide a Joint Venture agreement signed by all parties to the Joint Venture.**
- s) Entities are not allowed to be members of more than one (1) Joint Venture/Consortium or Bidding Team.
- t) Bidders must complete and sign the POPI Act Consent Form. In the case of a Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed.
- u) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this Tender Document and signs the submission as correct and sound documentation that the CDC may place its reliance on.
- v) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they collect the tender documents to enable any communication that the CDC might need to issue to all the Prospective Bidders during the tendering process to be realised. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.
- w) The successful bidder (Contractor) will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and Disaster Management Act, Act (57 of 2002) and, all relevant legislations throughout the duration of the contract. Upon appointment of the successful tenderer, the service provider will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance to the CDC Norms and Standards.

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- x) The successful bidder (Contractor) upon award shall be required to appoint a competent Full-Time Construction Health and Safety Officer/ Manager (CHSO/M) registered with SACPCMP who the necessary competencies practical experience in the type of construction work has at least associated with the construction project and who shall be responsible for overseeing overall compliance of H&S issues on the project. Registration in the category of "Candidate" will not be accepted. The CHSO/M must have proven record of experience as follows (choose according to the below guidelines):
- CIDB grading 1-6 = minimum of 2 years (per the Bidders proposal)
 - CIDB grading 7 = minimum of 5 years (per the Bidders proposal)
 - CIDB grading 8 = minimum of 8 years (per the Bidders proposal)
 - CIDB grading 9 = minimum of 10 years (per the Bidders proposal)
- y) The successful bidder will be required to appoint a registered Construction Health and Safety Agent with SACPCMP (Pr.CHSA) upon award of the contract. Registration in the category of "Candidate" will not be accepted. The appointed Agent will take full management and responsibilities of Safety, Health and Environmental Consulting Services in the contract.
- z) Incomplete Tender document Submissions will be deemed non-responsive.
- aa) The bids will be evaluated as follows:
- (i) Stage 1: Responsiveness Assessment,
 - (ii) Stage 2: Functionality Assessment,
 - (iii) Stage 3: Quantitative Assessment, and
 - (iv) Stage 4: Qualitative Assessment.
- bb) Bidders must provide a Valid Compensation Fund letter of good standing.
- cc) The Tender validity shall be twelve (12) weeks from the closing date.
- dd) Tenders must only be submitted on the tender document that is issued.

Collection of Documents

Bid documents for this Tender Process can be downloaded free of charge from the CDC Website: www.coega.com or National Treasury e-tender portal publication from **12h00 on Friday, 16 May 2025**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

In case a bidder prefers to purchase a physical bid document, the bidder must place an order via GPTenders@coega.co.za and the bid documents can be collected during working hours from **Friday, 16 May 2025, from 12:00pm at CDC's offices at No 145 Herbert Road, Eastwood, Arcadia, PRETORIA.**



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Bidders who prefer to purchase a physical bid document, a non-refundable fee of **R500.00** per document must be deposited or payable by means of electronic transfers to Account Name: **CDC-DPW-PRESTIGE; Standard Bank, Account No: 080431968, Branch: Pickering Street**. Proof of deposit is required upon collection of the bid documents. **NO CASH WILL BE ACCEPTED.**

Bid Communication

Bidders are requested to send enquiries related to the bid via GPTenders@coega.co.za , between the period of **16 May 2025 and 06 June 2025**. **No queries received after 06 June 2025 will be entertained.**

Compulsory Briefing

A mandatory briefing meeting will be conducted on **Friday, 23 May 2025 at 11H00 on site**, The GPS coordinates to the site are as follows: **Latitude 26 5'38.96" S and Longitude 28 5'18.77" E**, Address: 09th Street, 424 Marlboro, Sandton. where representatives from the Coega Development Corporation and Consultants will meet prospective Bidders.

Closing date and time

The closing time for the receipt of tenders is on **Tuesday, 17 June 2025 at 12h00**. One original completed bid document shall be placed in a sealed envelope clearly marked: **"CDC/182/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK** shall be placed in the tender box at the CDC's offices at **No 145 Herbert Road, Eastwood, Arcadia, PRETORIA.**

Bids will be opened in public, and no late submissions will be considered. No more than two representatives of the tendering entity will be allowed to attend the tender opening session. The opening register will be placed on the CDC website within 48 hours of the tender closure.

Bidders are also required to submit one electronic Priced Activity Schedule (PAS) in a flash drive attached to the bid document. The original completed bid document (hard copy) is mandatory. Bidders who only submit the electronic copy will be deemed not to have submitted a bid and will be regarded as non-responsive.

Failure to provide any **mandatory information** required in this Tender will result in the submissions being deemed non-responsive. Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted.



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No telephonic or any other form of communication relating to this bid with any other CDC member of staff, CDC Agent, Client or any other role players will be permitted. All enquiries regarding this tender must be in writing only, and must be directed to:

Ms. Zine Mtanda, Unit Head: Supply Chain Management; email: GPTenders@coega.co.za

The CDC reserves the right not to accept the lowest proposal in part or in whole or any proposal.

T1.2 TENDER DATA

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Clause	Tender Data
C1.1	The Employer is: Coega Development Corporation (Pty) Ltd.
C1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>Tender Document Checklist</p> <p>T1.1 Invitation To Tender</p> <p>T1.2 Tender Data</p> <p>T.1.3 Functional Scoring Criteria</p> <p>PART T2: RETURNABLE SCHEDULES</p> <p>Schedule 1. Tender offer signature and authority of signatory</p> <p>Schedule 2. SBD 1 Form- Invitation to bid and SBD 4 Form- Bidder Disclosure</p> <p>Schedule 3. SBD 6.1 Form - Preference Points Claim Form (80:20)</p> <p>Schedule 4. Form K – EME/QSE CPG Declaration</p> <p>Schedule 5. Proof of CIDB Registration</p> <p>Schedule 6. Schedule of Work carried out by the Tenderer</p> <p>Schedule 7. Schedule of Current Contracts</p> <p>Schedule 8. Proposed Key Personnel</p> <p>Schedule 9. Schedule of Construction Plant and Equipment</p> <p>Schedule 10. Financial References</p> <p>Schedule 11. Proposed Construction Work Programme and Methodology</p> <p>Schedule 12. Record of Addenda to Tender Documents</p> <p>Schedule 13. Form L: Occupational Health and Safety Act Specifications</p> <p>Schedule 14. Records of Proposed Amendments to the Contract Documents</p>

	<p>PART C1: CONTRACT DATA</p> <p>C1.1 Form of Offer (Schedule 16)</p> <p>C1.2 Letter of Acceptance</p> <p>C1.3 Schedule of Deviations</p> <p>C1.4 Contract Agreement Form</p> <p>C1.5 Contract Data by the Employer</p> <p>C1.6 Contract Data by the Contractor (Schedule 17)</p> <p>C1.7 Performance Security (Pro- Forma) (Schedule 18)</p> <p>C1.8 Occupational Health and Safety Agreement</p> <p>C1.9 Insurance Undertaking (Pro- Forma) (Schedule 19)</p> <p>PART C2: PRICING DATA</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Summary Priced Activity Schedule (Schedule 20)</p> <p>C2.3 Detailed Priced Activity Schedule (Schedule 21)</p> <p>PART C3: SCOPE OF WORK / EMPLOYERS REQUIREMENTS</p> <p>C3.1 – Employers Requirements</p> <p>C3.2 – Condition Assessment Reports</p> <p>C3.3 – Health and Safety & Environmental Specifications.</p> <p>C3.4 – Employment Relations Policy</p> <p>C3.5 – SMME Specification</p> <p>C3.6– Construction Labour Management Specification for Developing Skills Through Infrastructure Contracts</p> <p>Part C3.7 – CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in GG No. 36190 of 25 February 2013</p> <p>Part C3.8 – CIDB B.U.I.L.D Standard for Developing Skills Through Infrastructure Contracts (March 2023)</p> <p>PART C4: SITE INFORMATION</p> <p>C4.1 Site Information</p>
	<p>Appendix: Annexures, Drawings, Reports, Schematics & Surveys</p>
C.1.4	<p>The Employer is:</p>

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	<p>Name: Coega Development Corporation</p> <p>Address: 145 Herbert Road Eastwood, Arcadia Pretoria 0081</p> <p>E-mail: gptenders@coega.co.za</p>
C.2.1	Each member/ Sub-Contractor to have a correct CIDB Grading for Construction-related Activities. The bidder is required to provide the list of all the class of works and the value for the related activities that will be done by Each member/ Sub-Contractor (also providing the name and the CIDB CRS Number of each entity).
C.2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Venue: Latitude 26 5'38.96" S and Longitude 28 5'18.77" E, Address: 09th Street, 424 Marlboro, Sandton</p> <p>Date: 23 May 2025</p> <p>Time: 11h00</p>
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original only.
C.2.13.9	Telephonic, telegraphic, telex, tippexed, or e-Mailed tender offers will not be accepted
C.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box Coega Development Corporation (Pty) Ltd.</p> <p>Physical address CDC Pretoria Office, 145 Herbert Road, Eastwood, Arcadia, Pretoria 0081</p> <p>Identification details: CDC/182/25</p>
	<p>Title of Tender APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.</p> <p>The closing date is 17 June 2025</p>

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	<p>Time of the tender closure: 12:00</p> <p>Identification details: CDC/182/25 APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.</p>								
C.2.16	The tender validity period shall be twelve (12) weeks.								
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.								
C.2.19	Access shall be provided for the following inspections, tests, and analysis: Site Condition Assessment.								
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond (Performance Security) to the format included in Section C1.7 Performance Security (Pro Forma) of this document.								
C.3.4	Tender closing date is 17 June 2025 at 12:00.								
C.3.11.1	<p>The CDC Procurement Policy shall apply the 80/20 preference point system, as per the Preferential Policy Framework Act 2000: Preferential Procurement Regulation 2022 is applicable for allocating points for price and points for preference. The allocation of preference points will apply as follows;</p> <p>TABLE 4: TENDER EVALUATION POINTS</p> <table border="1"> <thead> <tr> <th>AREA OF EVALUATION</th><th>MAXIMUM POINTS (80/20)</th></tr> </thead> <tbody> <tr> <td>Price</td><td>80</td></tr> <tr> <td>Specific Goals: B-BBEE Status Level Contribution</td><td>20</td></tr> <tr> <td>Total Points (S)</td><td>100</td></tr> </tbody> </table> <p>The formula to be used is as follows.</p> $Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>Where:</p> <p>PS = Points scored for comparative price of tender or offer under consideration.</p>	AREA OF EVALUATION	MAXIMUM POINTS (80/20)	Price	80	Specific Goals: B-BBEE Status Level Contribution	20	Total Points (S)	100
AREA OF EVALUATION	MAXIMUM POINTS (80/20)								
Price	80								
Specific Goals: B-BBEE Status Level Contribution	20								
Total Points (S)	100								

	<p>Pt = Comparative price of tender or offer under consideration; and</p> <p>Pmin = Comparative price of lowest acceptable tender or offer.</p> <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (80/20)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
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5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				
C.3.13.1	<p>Tender offers will only be accepted if the following completed and original mandatory documents are supplied with the tender:</p> <p>MANDATORY REQUIREMENTS:</p> <p>The bidder must have a registered contractor with the CIDB grading under the GB class of works and the grading must be in line with the bidders' offer. Entities who intend to submit a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.</p> <p>Completed and signed Invitation to Bid (SBD 1). In case of a Joint Venture/Consortium the information of all entities (Members of the JV/Consortiums) should be reflected on the SBD 1 Form.</p> <p>Completed and signed Bidder's Disclosure (SBD 4). In case of a Joint Venture/Consortium, a separate SBD 4 form in respect of each party to the JV must be completed and submitted.</p> <p>Completed and Signed Attendance Register at the mandatory briefing meeting. The attendance register must be completed in the name of the entity that will tender. One person cannot represent more than one company.</p>																				

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	<p>A Signed letter of intent to enter into a Joint Venture/Consortium. To be signed by all parties to the Joint Venture/ Consortium (Where applicable).</p> <p>Completed and Signed Certificate of Authority of Signatory to be signed by all bidders. In case of a Joint Venture/ Consortium, the Authority of Lead Partner to sign JV/Consortium documents must ALSO be provided and signed by all parties in the JV. Proof of authority to sign may be submitted in a form of company resolution.</p> <p>A fully completed and signed Form of Offer.</p> <p>Bidders are required to submit certified copies of original certificates of the project team as valid proof of professional registration with:</p> <ul style="list-style-type: none"> • Contractors Representative – Pr. CPM (SACPCMP) • Architect – Pr. Arch (SACAP) • Construction Manager – Pr CM (SACPCMP) • Civil Engineer Pr. Eng / Pr Tech Eng. (ECSA) • Structural Engineer - Pr. Eng / Pr Tech Eng. (ECSA) • Mechanical Engineer – Pr. Eng / Pr Tech Eng (ECSA) • Electrical Engineer – Pr. Eng / Pr Tech Eng (ECSA) • Quantity Surveyor – Pr. QS (SACQSP) <p>A Nominated Professional may only be replaced with an individual of equal or higher qualifications and/or experience and only with written approval of the employer.</p> <p>One (1) nominated professional may not be nominated for more than one (1) bid. All bids with common nominated lead professional will be eliminated as this constitutes a conflict of interest.</p> <p>Original fully completed, priced and handwritten Summary Priced Activity Schedule per Schedule C2.2 filled in clearly legible permanent ink.</p> <p>Copies of the priced activity schedule, alternatively scanned copies of priced activity schedule are not acceptable and may result in disqualification.</p> <p>ADDITIONAL INFORMATION REQUIRED.</p> <p>(1)As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million</p>
--	--

	are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover.
	(2) Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022.
	<p>(3) Bidders must complete and sign the POPI Act consent form. Joint ventures/ Consortium must provide a separate form in respect of each party to the JV. Supporting documents on project imperatives:</p> <ul style="list-style-type: none"> (i) Plans for adhering, promoting, and managing safety, health and environmental issues before, during, and post the execution of the project. (ii) Plans for monitoring and applying quality assurance principles in the execution of the project. (iii) The tenderer must ensure compliance and adherence to the SMME Specification. (iv) Plans for addressing and complying with CDC SMME and socio-economic issues and deliverables (with specifics on numbers to be achieved).
	(4) Bidders must provide a Valid Compensation Fund letter of good standing.
	<p>(5) Provide the following Functionality assessment documents;</p> <ul style="list-style-type: none"> (a) Project specific Work Organisation Programme and Schedule Listing (b) Project specific Methodology for executing the work, including key risk factors to be considered; (c) Sub-contracting Method Statement that articulates the Tenderer's approach to the sourcing, appointment, contracting and quality monitoring of subcontractors; (d) Details of construction projects with the highest value that have been completed in the past 10 years. Bidders MUST provide company profiles. Bidders MUST provide either completion certificates, performance report, reference letters from the previous employer or consultants or local authority that they have worked with to support/ verify the successfully completed projects. (e) Details of contactable references for each project listed are to be included. The completion certificates or performance reports or reference letters must have:

	<ul style="list-style-type: none"> • Completion date, • Summary of scope, • Contract value and • Project description. <p>(f) Organogram of key staff to be deployed to the project with Information that covers the level of qualifications and professional registration of key staff to be deployed to the project, (specific to the Civil Engineer, Contracts Manager, Site Agent, General Foreman). If copies of qualifications are not supplied, a score will not be allocated.</p> <p>(g) Information that covers the level of experience and the positions held of the key staff (specific to the Civil Engineer, Contracts Manager, Site agent, General Foreman) in the form of a detailed CV. The CV must state the position held and year started and ended with each employer failing which no points will be allocated.</p> <p>(h) Provide an organogram of key staff to be deployed to the project with information that covers the level of education and training and the positions held of the key staff /personnel (specific to the Civil Engineer, Contracts Manager, Site Agent, General Foremen in the form of a detailed CV. The CV must state the position held and year and month that employment with each employer commenced and ended, failing which no points will be allocated. Copies of qualifications and Professional or Trade registrations, where applicable, must be submitted. Submission of False information may be grounds for disqualification.</p> <p>(i) Project specific Documented Quality Control System and Procedures. Include proof that the system is actually used on construction works projects, and that the system is audited.</p>
	<p>QUALITATIVE ASSESSMENT</p> <p>The Qualitative / Risk Assessment will be conducted on the responsive Tenderers who passed the quantitative assessment. The main aim of this assessment is to undertake a risk analysis to ascertain that there are no adverse risks in making an award to a particular Tenderer. The following criteria constitute “objective criteria” in terms of 2(f) of the Preferential Procurement Policy Framework Act, Act 5 of 2000, and will be used to pass over a Tenderer for consideration for award of a contract:</p> <ul style="list-style-type: none"> • Performance reports for previous projects:

	<p>Performance reports for projects previously undertaken by the contractor will be reviewed and those Tenderers with negative performance reports will be passed over. Where the Tenderer has previously undertaken work for CDC, internal reports will be obtained. Where these are inconclusive, external reports will be requested.</p> <ul style="list-style-type: none"> • Listing on the National Treasury Register of Tender Defaulters and/ or the National Treasury Register of Restricted Tenderers: Where a Bidder, or a director/ member of the Tenderer appears on either one of the National Treasury Registers, the Tenderer will be passed over. • Previous Contract terminated by an Organ of State in the last 5 years: Where a Bidder has had a contract terminated by an organ of state in the last five years on account of failure to perform or non-compliance with the contract, the Tenderer will be passed over. • Conviction for Fraud or Corruption: Where a Bidder or director/ member of the Tender has been convicted by a court of law for fraud and/ or corruption, the Tender will be passed over. • Inability to prove working capital: Where a bidder's Annual Financial Statements do not show the ability to provide the working capital necessary for the project and/ or the tenderer is insolvent, technically or otherwise.
C.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is 1 (one)</p>

T1.3 FUNCTIONALITY SCORING CRITERIA

The following functionality scoring criteria shall apply to this tender:

TABLE A1: - FUNCTIONALITY CRITERIA SCORE

Item No.	Assessed Item	Criteria or Factors being Assessed	Points
1	Completeness and Quality of the Technical Proposal	The Bidder needs to submit a complete Technical Proposal, repairs and renovations, design principles and construction method to be adopted in implementing the Project. They should include Sections/Annexures covering Quality Management Plan, Risk Management Plan, SHE Management Plan, Labour Management, Plan, and Plan for Safety & Security Measures.	20
2	Completeness of the Milestone Schedule	The Milestone Schedule is to be complete with all key deliverables, with meaningful sequencing, reflecting resource allocation, and clearly indicating the assumptions made.	10
3	Completeness of the Financial Proposal	The Financial Proposal / Schedule of Cost must be furnished in full, indicating all the assumptions made and considerations, supporting the tendered price.	5
4	Track Record of previous projects of similar nature (Please Note: "similar" does not necessarily refer to a Turnkey Project or EPC/Turnkey form of contract, but the nature of the work of a similar magnitude and level of complexity to the one in this tender document)	Demonstrated experience and past performance in comparable projects in the General Building category which comprise of repairs and renovations scope (projects executed by various entities in the bidding team). The Bidder should provide a list of at least 3 similar projects that were implemented in the last 10 years. Each entity/ individual in the Project Team that is playing a leading role in a specific Discipline should provide its own list of projects with a brief description of scope and contactable references per project. <ul style="list-style-type: none"> • Architect • Civil Engineer • Structural Engineer • Mechanical Engineer • Electrical Engineer • Building Contractor • Quantity Surveyor 	15
5	Completeness, Experience and Skills Level of the Project Team	The proposed Project Team must reflect all the professionals who would be included in the Project Team. There should be Design Team lead by a Registered Professional and Construction Team, where the main Successful Bidder should be the lead partner. The organogram of the Project Team should be presented, indicating the Contractors Representative and role to be played by each Key Team Member together with their CVs. As a minimum the Technical Team should comprise: <ul style="list-style-type: none"> • Contractors Representative – Pr.CPM 	15

Item No.	Assessed Item	Criteria or Factors being Assessed	Points
		<ul style="list-style-type: none"> • Architect – Pr Arch. • Construction Manager – Pr CM • Civil Engineer Pr. Eng / Pr Tech Eng. • Structural Engineer - Pr. Eng / Pr Tech Eng. • Mechanical Engineer - Pr Eng / Pr Tech Eng • Electrical Engineer, Pr Eng / Pr Tech Eng • Quantity Surveyor – Pr.QS <p>To submit valid proof of registration with the relevant built environment council.</p>	
6	Experience of construction management team	<p>Bidder to provide CVs as a minimum of the following personnel:</p> <ul style="list-style-type: none"> • Construction Manager • Site Agent • Foreman. 	15
7	Local Presence: Office Location Lead Partner (Contractors and Professional Service Providers)	It is preferred if the Bidders were to have well-established Offices in the proximity of the project, being Gauteng Province. Bidders to submit proof of address.	10
8	Local SMME Participation	Bidders to indicate sub-contract portion of the works. Bidders are encouraged to subcontract 35% of the value of the work to Local SME.	10
TOTAL			100

The minimum threshold for functionality is 70 points, and failure to meet the minimum threshold of functionality will deem the bidder unacceptable and will not be considered further for evaluation.



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Table A2: - SCORING INDICATORS FOR THE CONTRACTOR'S FUNCTIONALITY CRITERIA

TEM No.	ASSESSMENT ITEM	TOTAL POINTS	ENTITY	ENTITY POINTS	Points to be allocated to Bidder as a Percentage of the Total Points for the Assessment Item				
					0%	25%	50%	75%	100%
1	<p>Completeness and Quality of the Technical Proposal</p> <p>Technical Proposal, clearly stating the approach on design principles and construction method to be adopted in implementing the Project. They should include Sections/Annexures covering project specific 1. Quality Management Plan, 2. Risk Management Plan, 3. SHE Management Plan, 4. Labour Management Plan, and 5. Plan for</p>	20	Bidder	20	Not provided or very scanty with one or no Management Plans reflected/included.	Very scanty on the approach to be adopted in implementing the project and includes only 2 of the 5 required Management Plans.	States the approach to be adopted in implementing the project but includes only 3 of the 5 required Management Plans.	State clearly stating the approach to be adopted in implementing the project but includes only 4 of the 5 required Management Plans.	Complete, clearly stating the technical proposal to be adopted, and includes all the 5 required Management Plans.



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	Safety & Security Measures.								
2	Completeness of the Milestone Schedule	10	Bidder	10	Not provided	Includes some key deliverables, sequencing not meaningful, resource allocation and assumptions either scanty or not included	Includes all key deliverables, sequencing not meaningful, resource allocation and assumptions not included	Includes all key deliverables, sequencing meaningful, either resource allocation or assumptions not included	Complete, all key deliverables indicated, meaningful sequence, resource allocation included, and assumptions made clearly stated
3	Completeness of the Financial Proposal	5	Bidder	5	Provided but line items not costed but total tendered price provided	Does not reflect prices for all line items on the activity schedule and prices for some line items appear not informed by detailed working, with no assumptions and no rationale provided	Includes price for all line items on the activity schedule but prices for some line items appear not informed by detailed working, with no assumptions and no rationale provided	Includes price for all line items on the activity schedule but some prices appear not informed by detailed working, and either no assumptions or pricing rationale provided	Complete, with all line items on the activity schedule costed, pricing rationale for all key line items e.g assumptions made reflected.



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4	Track Record of previous projects of similar nature (similar nature is limited to projects in the GB class of work as per CIDB with a contract value greater than R15m).	15	Bidder	15	No similar project	1 similar project	More than 1 – 3 similar projects	More than 3 – 5 similar projects	More than 5 similar projects
5	Completeness, Experience and Skills Level of the Project Team	15	Contractors Representative	5	Provided but limited Experience	5 - 6 years' experience as a Construction Project Manager on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as a Construction Project Manager on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as a Construction Project Manager on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as a Construction Project Manager on at least one similar project with a contract value greater than R15m.
			Architect	2.5	Provided but limited Experience	5 - 6 years' experience as Architect on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as Architect on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Architect on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Architect on at least one similar project with a contract value greater than R15m.



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			Structural Engineer	2,5	Provided but limited Experience	5 - 6 years' experience as Structural Engineer on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as Structural Engineer on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Structural Engineer on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Structural Engineer on at least one similar project with a contract value greater than R15m.
			Civil Engineer	2,5	Provided but limited Experience	5 - 6 years' experience as Civil Engineer on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as Civil Engineer on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Civil Engineer on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Civil Engineer on at least one similar project with a contract value greater than R15m.
			Electrical Engineer	2,5	Provided but limited Experience	5 - 6 years' experience as Electrical Engineer on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as Electrical Engineer on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Electrical Engineer on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Electrical Engineer on at least one similar project with a contract value greater than R15m.



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			Mechanical Engineer	2,5	Provided but limited Experience	5 - 6 years' experience as Mechanical Engineer on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as Mechanical Engineer on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Mechanical Engineer on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Mechanical Engineer on at least one similar project with a contract value greater than R15m.
			Quantity Surveyor	2,5	Provided but limited Experience	5 - 6 years' experience as Quantity Surveyor on at least one similar project with a contract value greater than R15m.	7 - 8 years' experience as Quantity Surveyor on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Quantity Surveyor on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Quantity Surveyor on at least one similar project with a contract value greater than R15m.
6	Experience of Construction management Team	15	Construction Manager	7,5	Provided but limited Experience	6 -7 years' experience as Contract Director / Construction Manager on at least one similar project with a contract value greater than R15m.	8 - 9 years' experience as Contract Director / Construction Manager on at least one similar project with a contract value greater than R15m.	9 - 10 years' experience as Contract Director / Construction Manager on at least one similar project with a contract value greater than R15m.	More than 10 years' experience as Contract Director / Construction Manager on at least one similar project with a contract value



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									greater than R15m.
			Foreman	2,5	No similar project	1 similar project	More than 1 – 3 similar projects	More than 3 – 5 similar projects	More than 5 similar projects
7	Local Presence: Office Location for Main Project Team (Main Contractor)	10	Main Contractor	10	From Outside the Country	From other Provinces other than neighbouring Provinces and GP	From neighbouring Provinces (MP, FS, NW, L)	From Gauteng Province	From City of Johannesburg Municipality
8	Local SMME Participation	10	Bidder	10	Less than 25% allocation	25 -29% allocation	30 - 32% allocation	33 - 35% allocation	Above 35% allocation
	TOTAL SCORE	100		100					

The minimum combined weighted point threshold must equal 70 points for further consideration of the tender. If the combined weighted score is less than 70 points, then the tender is disqualified from further evaluation.



Part T2: Returnable Documents
T2.1 List of returnable documents
T2.2 Returnable schedules

T2.1 List of returnable documents

1. Returnable Schedules required for tender evaluation and contracting purposes

All Returnable Schedules and supporting Documents are to be submitted with the bid

Schedule No	Schedule Description & Location	Tender Assessment Schedule	Contract Schedule	Check
	Tender Schedules:			
Schedule 1.	Tender offer signature and authority of signatory /		Yes	<input type="checkbox"/>
Schedule 2.	FORM SBD 1 Invitation to Bid and Bidder Disclosure Form SBD4	Yes	Yes	<input type="checkbox"/>
Schedule 3.	FORM SDB 6.1 Preference points Claim		Yes	<input type="checkbox"/>
Schedule 4.	Form K – EME/QSE CPG Declaration		Yes	<input type="checkbox"/>
Schedule 5.	Proof of CIDB Registration		Yes	<input type="checkbox"/>
Schedule 6.	Schedule of Work carried out by the Tenderer	Yes		<input type="checkbox"/>
Schedule 7.	Schedule of Current Contracts	Yes		<input type="checkbox"/>
Schedule 8.	Proposed Key Personnel		Yes	<input type="checkbox"/>
Schedule 9.	Schedule of Construction Plant and	Yes		<input type="checkbox"/>
Schedule 10.	Financial References	Yes		<input type="checkbox"/>
Schedule 11.	Proposed Construction Work Programme and Methodology	Yes		<input type="checkbox"/>
Schedule 12.	Record of Addenda to Tender Documents	Yes		<input type="checkbox"/>
Schedule 13.	Form L: Occupational Health and Safety Act Specifications		Yes	<input type="checkbox"/>
Schedule 14.	Records of Proposed Amendments to the Contract Documents	Yes		<input type="checkbox"/>
Schedule 15.	Contractor's EME/QSE CPG plan		Yes	<input type="checkbox"/>



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Contract Schedules:			
Schedule 16.	C1.1 Form of Offer and Acceptance	Yes	<input type="checkbox"/>
Schedule 17.	C1.6 Contract Data Part Two: Data provided by the Contractor	Yes	<input type="checkbox"/>
Schedule 18.	C1.7 Performance Security Undertaking	Yes	<input type="checkbox"/>
Schedule 19.	C1.8 Insurance Undertaking	Yes	<input type="checkbox"/>
Schedule 20.	C2.2 Summary Pricing	Yes	<input type="checkbox"/>
Schedule 21.	C2.3 Detailed Priced Activity Schedule	Yes	<input type="checkbox"/>



SCHEDULE 1: Tender offer signature and authority of signatory Compulsory schedule

The purpose of this Schedule is:

Section 1: To obtain the necessary information about the tendering entity and the official tender offer signature of the tenderer;

Section 2: To establish the authority of the signatory to sign the tender offer and all other documents and/or correspondence in connection with and relating to the tender.

INSTRUCTIONS FOR COMPLETING SCHEDULE 1:

Tendering entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. Schedule 1 must be completed as follows:

- **If the tendering entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule and leave Sections 2.2 and 2.3 blank.
- **If the tendering entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which the Client will use for any and all communication in regard to this tender.

Section 1: Official tender offer signature

THE TENDERING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture
-----------------	-------------	-------	---------	-------------------	------------	---------------

NAME OF THE TENDERING ENTITY:

.....
(Legally correct full name of the tendering entity)

Registration number of the tendering entity:

CONTACT DETAILS:

Physical & Postal Address:.....

.....

.....

.....

..... (Postal Code)



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Telephone number:

Mobile number:

Email address:
.....

Section 1 (continued...)

To simplify the tender document and tender submission process, the official tender offer signature below by the tenderer shall apply to this tender document as a whole, inclusive of all forms and returnable schedules, which in the past required separate signatures on each form, including the Form of Offer.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNL AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, hereby
swear/solemnly affirm

- i. that the information disclosed in this tender document is true and accurate;
- ii. that I understand the contents of this tender document;
- iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the *Client*;
- iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
- v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY A COMMISSIONER OF OATHS:

I certify that before administering the oath/solemn affirmation, I asked the deponent the following questions and wrote down his/her answers in his/her presence:

1.1 Do you know and understand the contents of this declaration? ANSWER:

1.2 Do you have any objection to taking the prescribed oath



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and wish to make a solemn affirmation instead?

ANSWER:

1.3 Do you consider this declaration to be binding on your conscience?

ANSWER:

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document, inclusive of all declarations therein, which were sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

.....
SIGNATURE

FULL NAMES (Commissioner of Oaths)

Designation (rank)ex officio: Republic of South Africa

Date:

Place

Address:

Commissioner's Stamp



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Section 2: Authority of signatory

2.1: Resolution of the board of *Trustees/Directors/Members/Partners

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/JV/Consortium Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the COEGA DEVELOPMENT CORPORATION in respect of Tender No:
**CDC/182/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND
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2. *Mr/Mrs/Ms:

.....

in *his/her capacity as:
(Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation, resulting from the award of the tender to the entity mentioned above.



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Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/JV/Consortium Members/Partners of:

.....
(Legally correct full name and registration number, if applicable, of the entity)

Taken at On
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: **CDC/182/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.**

	Full legally correct name of entity/JV Member	Registration No (if applicable)
1		
2		



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3		
4		
5		
6		

(Append a separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
 2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
 3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.
2. **RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **CDC/182/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.**

	Full legally correct name of entity /JV Member	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
(Place) (Date)



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	Name of authorised representative	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

A. The abovementioned entities submit a bid in consortium/ joint venture to the CDC in respect of the tender mentioned above.

B. *Mr/Mrs/Ms:

.....

in *his/her capacity as:

(Position in the bidding consortium/joint venture)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

.....
(Consortium/Joint Venture name)

D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the CDC in respect of the tender mentioned above.

E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the CDC 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the CDC for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities



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to the consortium and of the CDC, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the CDC referred to herein.

- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the CDC in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule:(If nil, enter NIL).

SCHEDULE 2: SBD 1 Form -Invitation to Bid and SDB 4- Bidder's Disclosure

SBD 1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COEGA DEVELOPMENT CORPORATION					
BID NUMBER:	CDC/182/25	CLOSING DATE:	17 June 2025	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Coega Development Corporation (Pty) Ltd					
145 Herbert Road					
Eastwood, Arcadia					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Zine Mtanda		CONTACT PERSON	Ms Zine Mtanda	
TELEPHONE NUMBER	-		TELEPHONE NUMBER		
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	GPTenders@coega.co.za		E-MAIL ADDRESS	GPTenders@coega.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: _____

NAME OF PERSON SIGNING: _____

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

DATE: _____



SBD 4- BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices,

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

I ACCEPT THAT COEGA and or THE STATE MAY REJECT THE BID AND/OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF THE PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SCHEDULE 3: PREFERENCE POINTS CLAIM FORM (80:20)

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included);

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

- a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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



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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:



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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Level One Contributor	20	
Level Two Contributor	18	
Level Three Contributor	14	
Level Four Contributor	12	
Level Five Contributor	8	
Level Six Contributor	6	
Level Seven Contributor	4	
Level Eight Contributor	2	
Non-Complaints Contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



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- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



SCHEDULE 4 FORM K: CONTRACT PARTICIPATION GOAL:
EME / QSE Target Form

The CIDB Standard for Indirect Targeting is incorporated into this Contract. A minimum Contract Participation Goal (CPG) of 45% (by value, excluding contingencies, escalation, VAT, Socio-economic deliverables, and EPWP allowances (if applicable)) is encouraged in this contract.

The Tenderer is encouraged to commit to targeted works that can be performed by EMEs/QSEs as subcontractors. The EME/ QSE targeted CPG must be calculated in relation to every entity involved in the project as defined in the CDC SMME Specification document. No Functionality Points will be scored for a commitment that is less than 35%.

The identification of SMME packages post-award will be done in conjunction with the CDC SMME Unit and the project team. The sourcing, procurement, appointment, mentoring, and graduating of SMMEs will be done in accordance with the CDC SMME Specification.

The overall percentage in the table below will be utilised for the allocation of points in the Functionality Assessment stage of Evaluation and will be monitored during construction for compliance. Penalties may be applied for achieving less than the stated CPG %.

Please refer to the relevant sections in the Functionality Scoring Criteria section of the Tender documents (T1.3) for the Evaluation Indicators for scoring purposes.

I/We tender the following targets of:

Exempted Micro-Enterprises (EMEs) / SMMEs Participation		
Participation	% Goal Tendered	Estimated RAND Value (R)
SMME Packages committed	%	R
Overall % Contract Participation Goal	%	R



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I/We commit to achieving the above-mentioned Contract Participation Goal and to respond promptly to points of clarification regarding my/our CPGs, failing which I/we understand that my/our Tender will be deemed non-responsive on the grounds of being incomplete and not meeting the mandatory requirements as stipulated in the Tender.

Duly authorised to sign on behalf of: (name of tenderer)	:	

Name of Person signing	:	
------------------------	---	--

Signature	:	
-----------	---	--

Date	:	
------	---	--



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SCHEDULE 5: PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder shall affix to this page:

Written proof of registration with the CIDB in the required categories.

The classification of the Joint Venture, where and if applicable, shall be stated with all relevant information required. Refer to clause C.2.1 of the Tender Data.

Note:

**The CDC will confirm active and validity of grading through the CIDB website.
Bidders who's status are suspended, de-registered and expired, will be
deemed non-responsive.**



SCHEDULE 6: SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the building contracts of a similar nature awarded to him or her.

This information is material to the award of the Contract.

Only projects completed in the past ten (10) years by the Contractor and contact persons to be indicated below:

EMPLOYER (Name, Tel No. and Email)	EMPLOYER REPRESENTATIVE/ ENGINEER / PROJECT MANAGER/ PRINCIPAL AGENT (Name, Tel No. and Email)	TYPE OF CONTRACT	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE:

DATE:



SCHEDULE 7: Schedule of Current Contracts

The following is a statement of contracts that are being executed by myself/ourselves, which will only be completed after the closing date for tenders:

EMPLOYER (Name, Tel No. and Email)	EMPLOYER REPRESENTATIVE/ ENGINEER / PROJECT MANAGER/ PRINCIPAL AGENT (Name, Tel No. and Email)	Description of Contract	Value of work inclusive of VAT (Rand)	Dates		
				Start	Contractual Completion	Anticipated completion

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



SCHEDULE 8: PROPOSED KEY PERSONNEL

The bidder shall list below the key personnel (including the first nominee and the second choice alternate), whom he proposes to employ on the contract should his offer be accepted,(FIDIC Silverbook 2017 Clause 4.3 and 6.12) both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. **Curriculum Vitae of Key Personnel to be attached to this Bid Document.**

DESIGNATION	NAME AND NATIONALITY OF:	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
Contractor's Representative (FIDIC Silverbook 2017 Clause 4.3)		
Construction Manager		
Architect		
Civil Engineer		
Structural Engineer		
Electrical Engineer		
Mechanical Engineer		
Quantity Surveyor		
Site Agent		
Foreman		

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)



CURRICULUM VITAE FORMAT OF KEY PERSONNEL

A CV of each key staff member should be attached to this schedule. The brief CV should be structured under the following headings;

- Personal particulars
- Name
- Date and place of birth
- Place (s) of tertiary education and dates associated therewith
- Professional awards
- Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- Name of current employer and position in enterprise
- Overview of post-qualification experience (year, organization and position)
- Outline of assignments / experience that has a bearing on the scope of work including project scope and values.

PROPOSED POSITION OF KEY PERSON: CONTRACTOR'S REPRESENTATIVE

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE DATE:.....
(Of person named in the schedule)

SIGNATURE: DATE:.....

PROPOSED POSITION OF KEY PERSON: CIVIL ENGINEER

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE DATE:.....
(Of person named in the schedule)



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SIGNATURE: DATE:.....

PROPOSED POSITION OF KEY PERSON: CONSTRUCTION MANAGER

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE: DATE:
(Of person named in the schedule)

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: SITE AGENT

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE: DATE:
(Of person named in the schedule)

SIGNATURE: DATE:

PROPOSED POSITION OF KEY PERSON: FOREMAN

Certification:



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I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience. I also confirm that I will be available for these projects.

SIGNATURE: DATE:
(Of person named in the schedule)

SIGNATURE: DATE:



SCHEDULE 9: SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT

The bidder shall state below what Construction Equipment will be available for the work should he be awarded the Contract.

The following are lists of major Construction Plant and Equipment that I/We presently own or lease and will have available for this contract should my/our tender be accepted.

- a) Details of major equipment that is owned by me/us and immediately available for this contract:

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE	WET RATE/HR

Attach additional pages if more space is required

- b) Details of major Plant & Equipment that will be hired, or acquired for this contract should my/our tender be accepted:

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED		
		WET RATE/HR	HIRE/ BUY	SOURCE

Attach additional pages if more space is required

SIGNATURE: DATE:



SCHEDULE 10: FINANCIAL REFERENCES

Financial Statements

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

Bank Details

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	()
Email:	
Account Number	

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)



SCHEDULE 11 PROPOSED WORK PROGRAMME AND METHODOLOGY

The bidder shall affix to this page:

Its proposed programme and methodology indicating as a minimum:

- Commencement Date;
- SMME Engagement Dates;
- Design Completion for Construction date;
- Construction Commencement;
- Overall Planned Completion (Taking Over per FIDIC Silverbook 2017 Clause 10.1);
- Planned Completion of the various Sections (Taking Over per FIDIC Silverbook 2017 Clause 10.1);
- Critical Path; and
- Overall Anticipated Resources (People and Equipment)



SCHEDULE 12 RECORDS OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

SIGNATURE: DATE:
(of the person authorised to sign on behalf of the Tenderer)

SCHEDULE 13: FORM L: Occupational Health, Safety and Environmental Requirements

HEALTH, SAFETY AND ENVIRONMENTAL PROJECT MOBILIZING REQUIREMENTS FOR CONSTRUCTION WORK

ANNEXURE A

The Contractor shall submit Annexure A with the SHE File upon acceptance of appointment with the information listed on the table below but not limited to:-

OHSSS Item No.	OHSSS Requirement	OHSA Requirement	Submission Date
2.3.1	Application for construction work permit or Notification submitted to the Department of Employment and Labour – CR 3 or 4	A copy of completed Annexure 1 or 2 with signed permit or notification certificate from DoEL	Before commencement of construction work.
2.3.2	Assignment of Construction Manager (CM) for management and supervision of construction work – CR 8(1)	Signed appointment letter, CM's profile, and certified copy of (ID, qualifications, short courses attended)	
2.3.3	Assignment of time Construction Health and Safety Officer (CHSO/CHSM) to assist in the control of all SHE related aspects on site – CR 8(5)	Signed appointment letter, CHSO CV, SACPCMP Registration as CHSO/CHSM, certified copy of (ID, qualifications).	
2.3.4	Construction work site Organogram	Designation and Names of Persons appointed to relevant Regulations	
2.3.5	Assignment of Competent Responsible Persons as per project scope of work	<ul style="list-style-type: none"> Designation and Names of Persons appointed for relevant Section and Regulation of relevant Legislations. Proof of competent certificates 	
2.3.6	Registration with Compensation Fund or approved License Insurer in terms of Occupational Injuries and Diseases Act, Act (130 of 1993)	Valid proof of letter of good standing	
2.3.7	Prepared SHE Policies – Section 7	Signed SHE policies as per Tender SHE Specifications	
2.3.8	Prepared Baseline Risk Assessment (BRA) – Hazard	Signed BRA specific to the project scope of work	



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	Identification and Risk Assessment – CR 9(1)		
2.3.9	Prepared Method Statements	Signed method statements as per Tender SHE Specifications	
2.3.10	Prepared Health and Safety Plan (HSP) - CR 7(1)(a)	Signed HSP specific to the Tender SHE Specifications	
2.3.11	Documents, Records and Registers – CR 7(1)(b)	Prepared registers, documents and records as per Tender SHE Specifications	
2.3.12	Medical examinations of all employees specific to the work to be performed – pre and exits - CR 7(1)(g)	Proof of valid medical certificates issued by Occupational Health Practitioner with completed Annexure 3 and copies of employees' ID	
2.3.13	Mandatory agreement entered between two parties - Section 37.2	Signed copy of mandatory agreement by the Client and Principal Contractor	
2.3.14	Prepared SHE Site Specifications by the Client Representative - CR 5(1)(b)	Signed copies of SHE Specifications	

Abbreviations:
SHE: Safety, Health and Environment
CR: Construction Regulations 2014
OHSA: Occupational Health and Safety Act and Regulations, Act (85 of 1993)
OHSSS: Occupational Health and Safety Site Specification

Acknowledgement:

I, _____ representing
 _____ Contractors

Representative have satisfied myself with the content of the OHSSS and shall ensure that the Contractor and his / her personnel comply with all relevant obligations in respect thereof. I furthermore have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the OHSA for the duration of the construction work and defects liability period.

 Signature of Contractors Representative

 Date



SCHEDULE 14 RECORDS OF PROPOSED AMENDMENTS TO THE CONTRACT DOCUMENTS

We confirm that the following amendments in respect of the tender documents are proposed:

No.	Clause or Document Number	Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

SIGNATURE: DATE:
(of the person authorised to sign on behalf of the Tenderer)



SCHEDULE 15 CONTRACTOR'S EME/QSE CPG PLAN

The tenderer shall affix to this page:

Its proposed Contractor's EME/QSE CPG plan in accordance with the relevant obligations and sections included in Part C3 Scope



Part C1: Agreement and Contract Data

CONTRACT DATA

- C1.1 Form of Offer (Schedule 16)
- C1.2 Form of Acceptance
- C1.3 Form of Deviations
- C1.4 Contract Agreement Form
- C1.5 Contract Data by the Employer
- C1.6 Contract Data by the Contractor (Schedule 17)
- C1.7 Performance Security Undertaking (Schedule 18)
- C1.8 Occupational Health and Safety Agreement
- C1.9 Insurance Undertaking (Schedule 19)



SCHEDULE 16: C1.1 FORM OF OFFER

**NAME OF CONTRACT: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS
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C1.1 Form of Offer (Schedule 16)

The **Employer**, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of a Contractor for **APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK. - CDC/182/25.**

The **Bidder**, 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.

The **Bidder**, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R (in words)

.....
.....

R (in figures).....



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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 including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

for the

Tenderer

*(Insert name and address of
organisation)*

**Name &
signature of
witness**

Date



C1.2 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 per 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:

1. Part C1 Contract Data
2. Part C2 Pricing Data
3. Part C3 Scope of Work including all Annexures
4. Part C4 Site Information
5. Returnable Contract Schedules 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 listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

Deviations from and amendments to the draft contract 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within fourteen (14) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer's agent (whose details are given in the Contract Data) proof of insurances, Safety, Health and Environmental Plans and any other documentation (except securities/construction guarantees) 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 by the Contractor and the Employer shall be entitled at his discretion to terminate this agreement.

The Tenderer shall within twenty-one (21) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Employer's agent (whose details are given in the Contract Data) securities/construction guarantees to be provided in terms of



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the conditions of contract identified in the Contract Data. Failure to fulfil this obligation in accordance with those terms shall constitute a repudiation of this agreement by the Contractor and the Employer shall be entitled at his discretion to terminate this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed 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 cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)_____

Name(s)_____

Capacity_____

for the Employer

Name & signature of witness_____

Date_____



C1.3 Schedule of Deviations

1. Subject:

Details:

2.

Subject

Details:

3. Subject

Details:

4. Subject

Details:

5. Subject

Details:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, 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.



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Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
For the Employer	_____	
	(Insert name and address of organisation)	
Name and signature of witness	_____	Date _____
Signature(s)	_____	_____
Name(s)	_____	_____
Capacity	_____	_____
For the Contractor	_____	
Name and signature of witness	(Insert name and address of organisation)	Date _____



C1.4 CONTRACT AGREEMENT

This Agreement made the _____ day of _____

Between **COEGA DEVELOPMENT CORPORATION (PTY) LTD**
(Registration No.1982/03891/07)

of No 145 Herbert Road, Eastwood, Arcadia, Pretoria, South Africa

(hereinafter called “the Employer”) of the one part,

and **NAME**
(Registration No. xxx)

of *address*

(hereinafter called “the Contractor”) of the other part

Whereas the Employer desires that the Works known as **CONTRACT NO. CDC/182/25 :**
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GENERATOR AND WATER TANK should be executed by the Contractor, and has accepted a
Tender by the Contractor for the execution and completion of these Works and the remedying of any
defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) The Acceptance of Offer
 - b) The Offer
 - c) The Particular Conditions of Contract
 - d) The Special Conditions of Contract
 - e) Conditions of Contract for EPC/TURNKEY Projects, Second Edition 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC).



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- f) The Employer's Requirements and any referenced documents/annexures etc thereto (C3 SCOPE, C4 SITE INFORMATION & APPENDIX)
 - g) The completed contract Tender Schedules
 - h) Detailed Priced Activity Schedule (C2.3)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED ON BEHALF OF THE PARTIES

AUTHORISED SIGNATURE(S) OF THE EMPLOYER

AT _____ ON THIS _____ DAY OF _____ 20__

Signature (Employer)	Position of signatory	Name of signatory who warrants that
he/she is authorised thereto		

In the presence of the undersigned witness.



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Signature (Witness)

Print Name

AUTHORISED SIGNATURE OF CONTRACTOR

AT _____ ON THIS _____ DAY OF _____ 20____

Signature (Contractor)

Position of signatory

Name of signatory who warrants

that he/she is authorised thereto

In the presence of the undersigned witness.

Signature (Witness)

Print Name



C1.5: CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

The General Conditions of Contract shall be the FIDIC 2nd Edition (2017 Silver Book) Conditions of Contract for EPC/TURNKEY Projects incorporating the "Errata to the FIDIC Conditions of Contract for EPC/TURNKEY Projects Second Edition 2017" as published by FIDIC.

The Contractor must obtain his own copy of these Conditions of Contract (FIDIC "Silver Book")

The Annexes and Forms bound in the Conditions of Contract (Silver Book) shall not apply to this Contract and shall be replaced with the documentation bound into this Tender document.

The General Conditions make reference to the Particular Conditions and Special Conditions (Clause 1.1.50) (contained in the Contract Data), which, together with these conditions, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The Contract Data (Particular Conditions and Special Conditions) shall have precedence in interpreting any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions shall be read in conjunction with the variations, amendments and additions in the Particular Conditions and Special Conditions below. Each data item given below is cross-referenced to the Clause or Sub-Clause in the General Conditions to which it mainly applies.



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Particular Conditions of Contract Part A – Contract Data

1.1 Definitions		
1.1.24	Defects Notification Period (DNP):	365 Days
1.1.27	Employer's name and address:	Name: COEGA DEVELOPMENT CORPORATION (Pty) Ltd Address: CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.30	Employer's Representative name and address:	Name: Aphiwe Gqokonqana CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081
1.1.76	Time for Completion:	365 days
1.3 Notices and Other Communications		
1.3 (a)(ii)	Agreed methods of electronic transmission:	System of electronic communication accepted for communications via email only and not via sms, mms, WhatsApp or any other social media platform
1.3 (d)	Address of Employer for communications:	Physical address: CDC Pretoria Office, 145 Herbert Road, Arcadia, Pretoria, 0081 Email address: Aphiwe.Gqokonqana@coega.co.za
1.3 (d)	Address of Employer's Representative for communications:	Physical address: CDC Pretoria Office, 145 Herbert Road, Eastwood Arcadia, Pretoria, 0081 Email address: Aphiwe.Gqokonqana@coega.co.za
1.4 Law and Language		
1.4	Contract shall be governed by the law of:	The Republic of South Africa
1.4	Ruling language:	English
1.4	Language for communications:	English
1.14 Limitation of Liability		



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1.14	Total liability of the Contractor to the Employer under or in connection with the Contract:	The total liability of the Contractor to the Employer under or in connection with the Contract shall not exceed 150% of the Contract Price, except for liability arising from gross negligence and wilful misconduct.
2.1 Right of Access to the Site		
2.1	After receiving the Letter of Acceptance, the Contractor shall be given right of access to all parts of the Site within:	14 Days subject to the Contractor providing the Employer with : <ul style="list-style-type: none"> • H&S File compliant with the Scope • Construction Permit/Notification of Construction Work • Detailed Construction Programme
4.2 Performance Security		
4.2	Performance Security:	10% of the Contract Price until the date of the Taking-Over Certificate is issued in accordance with clause 10; and 5% until the date the Performance Certificate is issued in accordance with clause 11.9
4.4 Subcontractors		
4.4 (a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount):	60%
4.4 (b)	Part of the Works for which subcontracting is not permitted:	None
4.4.	Subcontractors for which the Contractor shall give Notice before appointment:	All Subcontractors
4.19 Temporary Utilities		
4.19	Period of payment for Temporary Utilities:	30 Days
6.5 Working Hours		



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6.5	Normal working hours on the site:	07h30 – 17h30 weekdays and Saturdays
8.1 Commencement of Works		
8.1	Commencement of Works	In the third paragraph Insert “design and” before the word “execution”
8.3 Programme		
8.3	Programme	The programme shall be submitted in MS Project format as well as in colour PDF format.
8.8 Delay Damages		
8.8	Delay Damages:	<p>Delay Damages amount calculated in accordance with percentages (%) of the Contract Price in the proportions of the currencies in which the Contract Price is payable, detailed in the schedule below and capped at seven percent (7%) of the Contract Price at the Time for Completion Date. And will be payable in the following increments:</p> <ul style="list-style-type: none"> • 0.1% per day of 70% of the total of the Contract Price at the Take Over Date, for the first 10 days of delay. • 0.2% per day of 70% of the total of the Contract Price at the Take Over Date, for the 11th to the 20th day of delay, • 0.4% per day of 70% of the total of the Contract Price at the Take Over Date, for the 21st to the 25th day of delay, • 1% per day of 70% of the total of the Contract Price at the Take Over Date, for the 26th to the 30th day of delay.
14.2 Advance Payment		
14.2	Advance Payment:	Not Applicable
14.3 Application for Interim Payment		
14.3 (iii)	Percentage of retention:	10% reducing to 5% upon the issue of a Taking-Over Certificate
14.3 (iii)	Limit of Retention Money (as a percentage of Accepted Contract Amount):	10% of Contract Value
14.7 Payment		

14.7 (b)(i)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [Interim Payment]:	30 Days
14.7 (b)(ii)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [Final Payment]:	30 Days
14.7 (c)	Period for the Employer to make final payment to the Contractor:	30 Days
14.8 Delayed Payment		
14.8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)):	0%
14.15 Currencies of Payment		
14.15	Currencies for payment of Contract Price:	South African Rand (ZAR)
19.1 Insurance (General Requirements)		
19.1	Period for submission of insurance:	Evidence of insurance: 14 days Relevant policies: 14 days
19.2 Insurance to be provided by the Contractor		
19.2.1(b)	Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%)	15 % to apply

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19.2.1(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works:	None
19.2.3(a)	Amount of insurance required for liability for breach of professional duty:	150% of design component of the contract
19.2.3(b)	Insurance required against liability for fitness for purpose:	Yes
19.2.3	Period of insurance required for liability for breach of professional duty:	10 Years
19.2.4	Amount of insurance required for injury to persons and damage to property:	R10million per claim and R50million in the aggregate, or such insurance provided by the Contractor in excess of the stated values
19.2.6	Other insurances required by Laws and by local practise:	South African Special Risks Insurance Association (SASRIA)
21.1 Constitution of the DAAB		
21.1	Time for appointment of DAAB:	21 Days
21.1	The DAAB shall comprise:	1 member
21.2 Failure to Appoint DAAB Member(s)		
21.2	Appointing entity (official) for DAAB member(s):	Association of Arbitrators (Southern Africa)



Particular Conditions of Contract Part B – Special Provisions

The FIDIC Conditions of Contract for EPC/Turnkey Projects (“Silver Book”) second edition, 2017 shall be amended as follows:

1.1 General Provisions		
1.1.2	Base Date:	1.1.2 is deleted and replaced by: “ Base Date ” means the date 7 days prior to the closing date for the submission of the Tender.”
1.1.4	Commencement Date:	1.1.4 is deleted and replaced by: “ Commencement Date ” means the date the Contractor receives one fully completed original copy of the completed Form of Offer and Acceptance”
1.1.7	Contract:	1.1.7 is deleted and replaced by: “ Contract ” means the Form of Offer and Acceptance, Contract Data, these General Conditions, the Employer’s Requirements, the Drawings, the Schedules, and the further documents (if any) which are listed in the Form of Offer and Acceptance, and further includes drawings and documents or parts thereof which any of the aforesaid documents incorporate by reference.”
1.1.31	Employer’s Requirements:	1.1.31 is deleted and replaced by: “ Employer’s Requirements ” means the document titled “Part C3: Scope/ Employers Requirements”, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works, and includes the Specifications.”
1.1.42	Key Personnel:	1.1.42 is deleted and replaced by: “ Key Personnel ” shall mean as a minimum all the personnel so identified under Tender Returnable Schedule 8 i.e. SCHEDULE 8: PROPOSED KEY PERSONNEL.”
1.1.62	Schedules:	1.1.62 is deleted and replaced by:

		<p>“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with his tender offer, as included in the Contract. Such document(s) shall include the identified Contract Returnable Schedules and may include data, lists and schedules of rates and/or prices.”</p>
1.1.63	Schedule of Payments:	<p>1.1.63 is deleted and replaced by:</p> <p>“Schedule of Payments” means the document(s) entitled Priced Activity Schedule (C2.3), completed by the Contractor and submitted with his tender offer as Tender Returnable Schedule 23, as included in this Contract.”</p>
1.1.66	Section:	<p>1.1.66 is deleted and replaced by:</p> <p>“Section” means a part of the Works specified in the Contract Data as a Section (if any), or a part of the Works specified as a Section during the course of the Contract by the Employer (such Section may be an item of Plant).”</p>
1.1.81	Returnable Schedules:	<p>Add New definition:</p> <p>“Returnable Schedules” means the Tender Returnable Schedules contained in Part T2 in the Tender Data, Part C2 the Pricing Data, and “Schedules of Quantities” means the document entitled Priced Activity Schedule contained in Part C2.3 in the Pricing Data and any Technical Returnable Schedules in Part T2.”</p>
1.5 Priority of Documents		
1.5	Priority of Documents:	<p>1.1.5 is deleted and replaced by:</p> <p><i>“The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:</i></p> <ul style="list-style-type: none"> a) The Letter of Acceptance b) The Letter of Tender c) The Particular Conditions of Contract

		<p>d) Conditions of Contract for EPC/Turnkey Projects Second Edition 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC).</p> <p>e) The Employer's Requirements – Scope C3,C4 and Appendix</p> <p>f) Priced Activity Schedule at C2.3,</p> <p>g) The completed contract Tender Schedules,</p> <p><i>If an ambiguity or discrepancy is found in the documents, the Employer's Representative shall issue any necessary clarification or instruction."</i></p>
1.6 Contract Agreement		
1.6	Contract Agreement:	<p>1..6 is deleted and replaced by:</p> <p><i>"The Parties shall enter into a Contract Agreement after the Contractor is called upon to do so by the Employer. The Agreement shall be the fully completed Form of Offer and Acceptance, including the Schedule of Deviations and the Contract Agreement Page contained in the Contract Document at Part C1.1, C1.2, C1.3 and C1.4"</i></p>
1.11 Confidentiality		
1.11	Confidentiality:	<p>Insert the following after the first paragraph:</p> <p><i>"The Parties shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the other Party."</i></p>
1.12 Compliance with Laws		
1.12	Compliance with Laws:	Insert " <i>deposits</i> " after " <i>taxes</i> " in 1.13 b).
1.14 Limitation of Liabilities		
1.14	Limitation of Liabilities:	<p>Clause 1.14 is amended by:</p> <p>inserting the following new sub-clause after item (g)</p> <p><i>"Notwithstanding any contrary provision the Contractor shall be</i></p>

		<i>liable for indirect or consequential loss or damage incurred by the Employer as result of any negligent or intentional act by the Contractor (or his Subcontractors, employees or agents) during the design and/or execution of the Works"</i>
3 The Employer's Representative		
3.1	Replacement of the Employer's Representative:	Delete the last paragraph and replaced by: <i>"The Employer shall have the right to replace the Employer's Representative."</i>
4 The Contractor		
4.2	Performance Security:	Delete the first sentence of the second paragraph and replace with: <i>"The Contractor shall deliver the Performance Security to the Employer within 14 days from the Contract Date."</i> Add the following at the end of the second paragraph: <i>"The form of Performance Security shall contain the precise wording of the document included in Part C1.7 of the Contract Data: Form of Performance Guarantee, and it shall be issued by a financial institution which shall be premised in South Africa approved by the Employer and registered with the Financial Services Board at the date when the guarantee is to be issued."</i> Replace the '42 days' under Sub-Clause 4.2.2 (b) and (c) with 21 days.
4.3	Contractor's Representative:	Delete <i>"before the Commencement Date"</i> in the first sentence of the third paragraph and replace with <i>"within 14 days from the Commencement Date"</i> .
4.4	Subcontractors:	Add the following clause: <i>"c) The Contractor shall supply the Employer with proof of all orders placed with subcontractors upon request by the Employer's Representative. Information is to be provided on each sub-order, sufficient to identify the material or equipment to which the sub-order relates."</i>
4.5	Nominated Subcontractors	Add the following at the end of the first paragraph:

		<p><i>“ And all Subcontractors which the Contractor shall employ to the extent specified and committed to in the tender Goal Declaration (SMME Target Form under Tender Returnable Schedule, i.e. SCHEDULE 4: FORM K: CONTRACT PARTICIPATION GOAL: EME / QSE Target Form) ’</i></p> <p>Add the following to Sub-Clause 4.5.2</p> <p><i>‘All payments shall be made within 14 Days after the Nominated Subcontractor has submitted its invoice for payment to the Contractor’.</i></p> <p>Add a new Sub-Clause 4.5.4 <u>Subcontractor Disputes</u></p> <p><i>‘The Contractor shall include in all its SMME Subcontract agreements an express obligation for the Employer after a notice of dispute has been issued to be the Mediator in resolving the dispute before the dispute is resolved as per the specific Terms and Conditions of the said Subcontract.</i></p>
4.8	Health and Safety Obligations:	<p>Add the following:</p> <p><i>“The Contractor’s attention is also drawn to the Health and Safety Specification contained in the Employer’s Requirement.</i></p> <p><i>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 promulgated thereunder.</i></p> <p><i>An agreement is included in the Contract Document (Part C1 in Agreements and Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a licenced compensation insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.”</i></p>
4.17	Contractor’s Equipment:	Add the following:

		<i>"The Contractor shall provide all necessary storage facilities on Site."</i>
4.21	Security of the Site:	<p>Add the following sub-paragraph:</p> <p><i>"(c) The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing, watching and other appropriate security measures when and where necessary or required by the Employer's Representative or by any competent statutory or other authority for the protection and security of the Works and the Contractor's Equipment, or for the safety and convenience of the public and for the protection of life and property."</i></p>
4.22	Contractor's Operations on Site:	<p>Add the following:</p> <p><i>"The Contractor shall protect and cover up all works as may be required and take all other precautions necessary to avoid causing damage of new and existing plant, equipment, buildings and structures. This shall inter alia apply when activities such as abrasive blasting, painting, welding, grinding, sealing, lagging and so forth, must be performed on the Site. The Contractor shall, on Completion, remove all covers and shall at his cost rectify all damage to finishes to the satisfaction of the Employer's Representative."</i></p>
6 Staff and Labour		
6.13	Contract Participation Goal: EME / QSE Obligations	<p>Add the following new Clause 6.13:</p> <p><i>"The Contractor shall comply with the undertaking at Tender Schedule 4 CONTRACT PARTICIPATION GOAL: EME / QSE Target Form , and it is agreed that 10% of the Certified value per month will be retained until proof of compliance for the said month is provided "</i></p>
6.14	Local Labour Requirements	<p>Add the following new Clause 6.14:</p> <p><i>"The Contractor shall comply with the Local Labour provision to the extent of employing 70% of its Labour as defined in the Employers Requirements (EMPLOYMENT RELATIONS POLICY, PRINCIPLES AND), and it is agreed that 10% of the</i></p>

		<i>Certified value per month will be retained until proof of compliance for the said month is provided "</i>
8 Commencement, Delays and Suspension		
8.3	Programme:	<p>Replace "28 days "referred to in the first paragraph with "14 days":</p> <p>Add the following after the first paragraph:</p> <p><i>"The Contractor shall incorporate any programming restrictions that may be specified in Sub-Clause 2.1 in the Particular Conditions and any Programming Restrictions as instructed by the Employer."</i></p>
8.5	Extension of Time for Completion:	<p><i>Add the following after paragraph (c):</i></p> <p><i>"Regarding sub-paragraph (c), no extension of the Time for Completion will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below for each month, then exceptionally adverse climatic conditions shall be deemed to exist, and an extension of the Time for Completion shall be granted in accordance with the provisions of this Sub-Clause.</i></p> <p><i>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where adverse weather prevents or disrupts critical work.</i></p> <p><i>January: 10 days</i></p> <p><i>February: 8 days</i></p> <p><i>March: 7 days</i></p> <p><i>April: 5 days</i></p> <p><i>May: 2 days</i></p> <p><i>June: 1 days</i></p> <p><i>July: 0 days</i></p> <p><i>August: 1 days</i></p>

		<p><i>September: 2 days</i></p> <p><i>October: 6 days</i></p> <p><i>November: 8 days</i></p> <p><i>December: 11 days"</i></p>
11 Defects after Taking Over		
11.1	Completion of Outstanding Work and Remedying Defects:	<p>Add the following before the first paragraph:</p> <p><i>"A Defects Notification Period shall commence on the date stated in the Taking-Over Certificate for the Works or a Section, or the date that taking-over is deemed to have occurred in accordance with Sub-Clause 10.1 in the Particular Conditions (as the case may be).</i></p>
11.3	Extension of Defects Notification Period:	<p>Delete the first paragraph and replace with:</p> <p><i>"The Employer shall be entitled subject to Sub-Clause 20.2 [Claims for Payment and/or EOT] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years."</i></p>
13 Variations and Adjustments		
13.4	Provisional Sums:	<p>Add the following to the last paragraph:</p> <p><i>"It shall also include a fully detailed tender Adjudication Report, which shall include and be based on three (3) quotations. Quotations shall include full technical descriptions as well as a breakdown of prices. "</i></p>
14 Contract price and Payment		
14.1	The Contract Price:	The Lumpsum price as stated in the Contractors Priced Activity Schedule at C2.3
14.3	Application for Interim Payment	<p>Delete sub-paragraph (i) and replace with;</p> <p>The estimated contract value of the works executed is the total of the Lumpsums for</p>

		<ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group as identified in the Priced Activity Schedule per Part C2.3. <p>A completed activity is one which is without defects which would either delay or be covered by immediately following work.</p> <p>And the Contractor's Documents produced, up to the end of the period of payment (including Variations but excluding items described in sub-paragraphs (ii) to (x) below:</p>
14.7	Payment:	<p>Delete sub-paragraphs (a) to (c) and replace with:</p> <p><i>"(a) the amount certified in each Interim Payment Certificate within 30 days after the Employer's Representative receives the Statement and supporting documents; and</i></p> <p><i>(b) the amount certified in the Final Payment Certificate within 30 days after the Employer receives this Payment Certificate."</i></p> <p>Add the following paragraph:</p> <p><i>"Notwithstanding the above, the Employer's Representative shall be empowered to withhold the delivery of a payment certificate until the Contractor has complied with his/her obligations to submit the monthly returns in terms of Sub-Clause 6.9 and 6.10 and as described in the Employer's Requirements, and any delay in respect of such withholding shall extend all periods in respect of payment thereafter</i></p>
14.10	Statement at Completion:	Delete "Within 84 days" in the first paragraph and replace with "Within 56 days".
14.11	Final Statement:	Delete "Within 56 days" in the first paragraph and replace with "Within 28 days".
14.16	New Sub-Clause: Tax Invoices	<i>"Section 20(1) of the Value Added Tax Act, 89 of 1991 requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</i>



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		<p><i>The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each Payment Certificate and a Final Payment Certificate delivered to the Employer by the Employer's Representative in terms of Sub-Clause 14.6 [Issue of IPC], and Sub-Clause 14.13 [Issue of FPC], respectively. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay delivery of the payment certificate by the Employer's Representative and no interest shall accrue.</i></p> <p><i>Tax invoices may only be dated on or after the date of the relevant Payment Certificate as issued by the Employer's Representative."</i></p>
15 Termination by Employer		
15.2	Termination for Contractor's Default:	<p>Add the following to 15.2.1 (b):</p> <p><i>"which shall include the failure by the Contractor to reach Take Over by the end of the Delay Damages limitation as set out under Clause 8.7."</i></p> <p>Delete and replace the second paragraph under Clause 15.2.2 with:</p> <p><i>"However, in the case of sub-paragraph (b), (f), (g) of Sub-Clause 15.2.1[Notice], the Employer may by giving a notice under Sub-Clause 15.2.1 immediately terminate and call upon the Performance Security, the date of termination shall be the date the Contractor receives this Notice."</i></p>
19 Insurance		
19.1	General Requirements:	<p>Add the following at the end of the first paragraph:</p> <p><i>"Save as otherwise provided in the Contract, nothing herein contained shall oblige the Insuring Party to effect any insurance which is not generally obtainable from a registered insurer in South Africa."</i></p>
19.2	Insurance to be provided by the Contractor:	<p>Add the following at the end of the first paragraph:</p> <p><i>"In addition to and in terms of the same conditions as the rest of this clause, the Insuring Party shall further provide special risks / supplementary insurance issued by the South African Special</i></p>



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		<p><i>Risks Insurance Association (SASRIA) in respect of civil commotion, riot and strike in the same value as the works insurance.”</i></p> <p>Add the following at the end of the first paragraph 19.2.5:</p> <p><i>“This insurance shall be in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.”</i></p>
21 Disputes and Arbitration		
21.5	Amicable Settlement:	<p>Add the following after the first paragraph:</p> <p><i>“Any amicable settlement conducted in terms of this clause will be done by mediation in accordance with rules determined by the mediator. Where the parties fail to agree on a mediator, the mediator shall be appointed by the entity or official named in the Contract Data.</i></p> <p><i>Mediation shall be conducted without legal representation with the costs being borne equally by the parties.</i></p> <p><i>The mediator shall be authorized to end the mediation process whenever, in his opinion, further efforts at mediation would not contribute to a resolution of the dispute between the parties.</i></p>

C1.6: Contract Data Part 2: Data Provided by the Contractor (Schedule 17)

Item	Sub-Clause	Entry
The Contractor is:	1.1.11	Tender Returnable Schedule 1 Data to apply
The Contractor Representative is:	4.3	Tender Returnable Schedule 8 Data to apply
The Contractor's address for receipt of communications is:	1.3d	e-mail: Address:
Cost plus Profit	1.1.17	_____ % (max 10% and if not filled in, it is deemed to be 5%)
Percentage rate to be applied to Provisional Sums for overhead charges and profit:	13.4 (b)(ii)	



C1.7: Form of Performance Security (Schedule 18)

PERFORMANCE SECURITY

For use with the General Conditions of Contract for EPC/TURNKEY Projects, Second Edition, 2017 (Silver Book) published by the International Federation of Consulting Engineers (FIDIC).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: COEGA DEVELOPMENT CORPORATION (Pty) Ltd

"Contractor" means:

"Employer's Representative" means:

"Works" means: Contract No. **CDC/182/25: APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.**

"Site" means: The site as defined in Sub-Clause 1.1.67 of the General Conditions of Contract.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R



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Amount in words:

"Expiry Date" means: The date of issue by the Employer's Representative of the Performance Certificate.

CONTRACT DETAILS

Employer's Representative issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate as defined in the Contract.

PERFORMANCE SECURITY

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance SECURITY and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Representative and/or the Employer shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Security to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3 below:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Representative in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Security, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Security is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Security is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Security shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9.9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.



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11. This Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



C1.8 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN COEGA DEVELOPMENT
CORPORATION (PTY) LTD. (HEREINAFTER CALLED THE "EMPLOYER") AND**

..... ,
(Contractor/Mandatar/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85
OF 1993 AS AMENDED.**

I,
..... ,
representing

..... ,
as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work
will be performed, and all equipment, machinery or plant used in such a manner as to comply
with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations
promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and
that all registration and assessment monies due to the Compensation Commissioner have been
fully paid or that I/We are insured with an approved licensed compensation insurer.

COID	ACT	Registration	Number:
.....			

OR	Compensation	Insurer:	Policy	No.:
.....					

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the
requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring
that the provisions of OHSA and Regulations as well as the Council's Special Conditions of



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Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day
of.....20....

Witness

Mandatory

Signed at on the.....day
of.....20

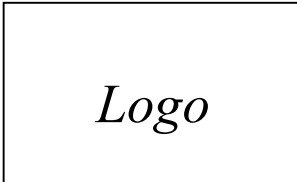
Witness

for and on behalf of
COEGA DEVELOPMENT
CORPORATION (PTY) Ltd.



C1.9: Insurance Broker's Warranty (Schedule 19)

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

COEGA Development Corporation(Pty) Ltd.
CDC Pretoria Office,
145 Herbert Road,
Eastwood, Arcadia,
Pretoria
0081

Dear Sir

CONTRACT NO.: CDC/182/25

CONTRACT TITLE: **APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE
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CENTRE INCLUDING THE PROVISION AND INSTALLATION OF
A GENERATOR AND WATER TANK.**

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of COEGA Development Corporation(Pty) Ltd. With regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.



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I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____



Part C2: Pricing Data

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Pricing Summary (Schedule 20)

C2.3 Detailed Priced Activity Schedule (Schedule 21)

C2.1 Pricing Instructions

The pricing document used in this Contract is the Priced Activity Schedule, which shall be construed as the Schedule of Payments as referenced in Clause 14.4.

The Priced Activity Schedule is identified in Contract Data Part 2 (Pricing Data), specifically in Part C2.3 or in a separate document as referenced in C2.3.

The Priced Activity Schedule is not part of the Scope and does not describe the works.

How work is priced and assessed for payment

Clause 14.4 in the FIDIC Silver Book states:

- *Clause 1.1.63 ‘Schedule of Payments’ means the document(s) entitled Priced Activity Schedule (C2.3), completed by the Contractor and submitted with his tender offer as Tender Returnable Schedule 23, as included in this Contract.’*
- *Clause 14.1 ‘The Contract Price is: The Lumpsum price as stated in the Contractors Priced Activity Schedule at C2.3’*
- *Clause 14.3 ‘Application for Payment: The estimated contract value of the works executed is the total of the Lumpsums for*
 - *each group of completed activities and*
 - *each completed activity which is not in a group as identified in the Priced Activity Schedule per Part C2.3.*

A completed activity is one which is without defects which would either delay or be covered by immediately following work. And the Contractor’s Documents produced, up to the end of the period of payment (including Variations but excluding items described in subparagraphs (ii) to (x) below’

This contract is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each payment application date; no part payment is made if the activity is not completed by the payment application date.

Activities such as Roadworks, stormwater, potable and fire water are measured in metres. However, payment will only be made for completed metres, i.e. for pipework, it will include excavation, bedding, pipework, blanket, backfilling, etc., for which all the required tests and reports are in place and signed off. For roads, it will be completed metres (layer works and stormwater drainage) with all the required tests, documentation and quality control signed off.



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Link to the programme

Ideally the tendering contractor will develop a high-level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the Priced Activity Schedule C2.3.

Preparing the activity schedule

Generally, it is the tendering contractor who prepares the *activity schedule* by breaking down the work described within the Scope into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The Employer, in his instructions to Tenderers and in Tender Schedule, i.e. C2.2 Summary Priced Activity Schedule, listed some items that he requires the Contractor to summarise and be priced accordingly.

It is assumed that in preparing his Priced Activity Schedule the *Contractor*:

- Understands the function of the Activity Schedule and how work is priced and paid for;
- Is aware of the need to link the Activity Schedule to activities shown on his programme;
- Has listed and priced activities in the Priced Activity Schedule, which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Scope, as it was at the time of tender, as well as correct any Defects not caused by an Employers risk;
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the works for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum Priced Activity Schedule price if the amount, or quantity, of work within that activity, later turns out to be different to that which the Contractor estimated at the time of tender. The only basis for a change to the Prices is as a result of a claim under the contract.

C2.2 Summary Priced Activity Schedule (Schedule 20)

<u>PRICING SCHEDULE</u>				
CDC/182/25 – APPOINTMENT OF A TURNKEY CONTRACTOR FOR THE REPAIRS AND RENOVATIONS TO THE SANDTON LABOUR CENTRE INCLUDING THE PROVISION AND INSTALLATION OF A GENERATOR AND WATER TANK.				
Item No.	Description	Unit	Qty	Amount
1	Preliminary and General Items			
	<ul style="list-style-type: none"> This must include <u>ALL</u> the preliminary and general cost items that are required for the full duration of the Project. Please note that the cost for the Community Liaison Officer (CLO, EME Construction Manager, and necessary security measures for safety and security of personnel and equipment, should also be included under this item. The Bidder must, on a separate sheet to be attached to this Pricing Schedule, provide a complete list of all preliminary and general cost items and the associated costs per line item under this section for the full duration of the Project. 	Sum	1	
2	General Construction Works			
	<ul style="list-style-type: none"> This must include all the works necessary to complete the project inclusive of design, temporary works, demolitions and rebuilding, alterations including decanting provisions if any. Bidders to also take into consideration the necessary Quality Management procedures, Health & Safety and Environmental Requirements and statutory requirements. 	Sum	1	
3	Electrical Works			
	<ul style="list-style-type: none"> This must include all Electrical works including design, quality control, certification, installation, and any statutory requirements. 	Sum	1	
4	Mechanical Works			
	<ul style="list-style-type: none"> This must include all Mechanical works including design, quality control, certification, installation, and any statutory requirements 	Sum	1	
5	Testing and Commissioning			
	<ul style="list-style-type: none"> Allow for testing and commissioning of all systems including the provision of the required resources to enable such testing and commissioning. 	Sum	1	
6	Close-Out			
	<ul style="list-style-type: none"> The bidder must allow for the provision of a close-out report inclusive of all project documentation as stipulated by the client such as As-Built Drawings, Manuals etc. 	Sum	1	



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7	Professional Fees			
	• Provision for professional fees for the duration of the project	Sum	1	
8	SUBTOTAL-1			
9	CIDB B.U.I.L.D Programme			
9.1	CIDB B.U.I.L.B Skill Development, as a percentage of Subtotal-1 (7)	%	0.25%	
9.2	CIDB B.U.I.L.B Enterprise Development, as a percentage of Subtotal-1 (7)	%	5.00%	
10	SUBTOTAL-2			
11	SUBTOTAL-3 (8+10)			
12	Contingency at 10%	%	10%	
13	SUBTOTAL-4 (11+12)			
14	Add 15% VAT			
15	TENDERED SUM (13 + 14)			
	Name of Bidder:			

	Signature of Contractors Representative:			

	Date:			

NB: Bidders to note that the 10% contingency allowance will only be used for matters related to the client's needs and shall not be used to cover the Contractors underpricing, inaccuracies, misinterpretations, unforeseen circumstances etc.



C2.3 Detailed Priced Activity Schedule by Contractor (Schedule 21)

To be completed and inserted by the Bidder

Bidders are to provide a detailed pricing schedule breaking down their pricing which is reflected on the Summary Activity Schedule (Schedule 20) including all relevant pricing information such as assumptions made, and any additional items not listed in the Summary Activity Schedule which the bidder deems necessary for the completion of the works.



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Part C3: SCOPE / EMPLOYERS REQUIREMENTS



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PART C3 SCOPE/ EMPLOYERS REQUIREMENTS

Part C3.1 – Employers Requirements

Part C3.2 – Condition Assessment Reports

Part C3.3 – Health and Safety & Environmental Specifications.

Part C3.4 – Employment Relations Policy

Part C3.5 – SMME Specification

Part C3.6 – Construction Labour Management Specification

**Part C3.7 – CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise
Development through Construction Works Contracts, published in GG
No. 36190 of 25 February 2013**

**Part C3.8 – CIDB B.U.I.L.D Standard for Developing Skills Through
Infrastructure Contracts (March 2023)**



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C3.1 Employers Requirements



C3.2 Condition Assessment Reports

The team has conducted a visual assessment of the facility and all its infrastructure elements and detailed the findings on this report. The condition rating used is based on the user asset management plan guidelines as part of the Government Immovable Asset Management Act 19 of 2007 (GIAMA).

The details below give an overview of the findings for the buildings works, electrical works, mechanical works, fire and related services and provides a recommendation of appropriate remedial actions to be performed as part of the repairs and renovations project. It is to be noted that the findings below are based solely on visual assessments and no equipment was tested or user manuals examined. The scope does not include loose furniture.

The bidder is required to do their own assessment of the facility and acquaint themselves with the requirements of the project, the CDC provides no guarantee of accuracy of any of the information contained in the assessment reports.

The following reports are provided in this document:

<u>List of Reports</u>	
Title of Report	Description
Concept Report – Sandton Labour Centre_Rev.1	General building works assessment report
Electrical Condition Assessment Report – Sandton Labour Centre	Electrical works condition assessment report
Mechanical Condition Assessment Report – Sandton Labour Centre	Mechanical works condition assessment report



C3.3 Health and Safety & Environmental Specifications

The Baseline Risk Assessment, the associated H&S Specification and Environmental Specification applicable to this Scope is contained in Appendix D contained in the **Appendix: Annexures, Drawings, Reports, Schematics & Surveys** Section to this Document



C3.4 Employment Relations Policy

The Employment Relations Policy applicable to this Scope is contained in Appendix E contained in the **Appendix: Annexures, Drawings, Reports, Schematics & Surveys** Section to this Document



C3.5 SMME Specification

The SMME Specification applicable to this Scope is contained in
Appendix H as contained in the **Appendix: Annexures, Drawings, Reports,
Schematics & Surveys** Section to this Document

C3.6 CONSTRUCTION LABOUR MANAGEMENT SPECIFICATION FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS

Deliverable T 1: Provide Training and Development interventions to achieve full compliance to the Construction Industry Development Board (CIDB) Contract Skills Development Goal (CSDG)

The Contractor shall achieve the CSDG (*per Government Gazette No.48491 of 31 March 2023 and any subsequent legislative amendment*) by providing opportunities to trainees, learners, interns and candidate professionals requiring structured workplace learning and experiential opportunities in order for the Contractor to fully comply to the requirements of the cidb Contract Skills Development Goal.

The main contractor shall determine and provide for the cost of full compliance to the CSDG, expressed in Rand, which shall not be less than the full contract amount multiplied by the applicable percentage (%) factor given in Table 1 in the Standard for Developing Skills, for the applicable class of construction works.

The main contractor shall submit to Coega Human Capital Solutions (HCS) via the Employer' Representative, within 20 days of the contract coming into effect, and/or the issuing of an instruction from the Employer' Representative, a contract compliant **baseline human resources development plan** to ensure full compliance to CSDG as referred to herein above. The baseline human resources development plan must also include all subcontractors' (all SMMEs inclusive) obligations to ensure that the total CSDG is achieved. The baseline human resources development plan must receive the Employer' Representative written approval prior to its implementation.

The main contractor shall also submit to Coega Human Capital Solutions (Coega HCS) via the Employer' Representative, monthly CSDG training compliance reports, as well as the final CSDG training compliance report within ten (10) days of **taking over** certification. Such training reports shall be in the format as required by Coega HCS and include all CSDG deliverables by all subcontractors.

The preference of selection and placement of appropriate trainees/ learners/ candidates shall be local individuals, in line with identified local Target Areas. The initial search shall be limited to the Project Job Seekers' Database (which includes training/ development opportunity seekers) managed by Coega HCS. Only upon written confirmation from Coega HCS of the non-availability of candidates per instance, shall contractors be obligated to recruit required trainees/ learners/ interns/ candidates professionals through own conventional means for subsequent prior placement approval by Coega HCS.

The Contractor shall ensure the achievement of the measurable CSDG by providing opportunities to trainees, learners and candidates requiring structured workplace learning using one or a combination of any of the following CSDG Methods in relation to work directly relating to the contract or order.

Deliverable T 1.1: The Contractor shall ensure the provision of structured workplace learning opportunities that result in the attainment for learners towards the attainment of a part or a full occupational qualification. (CSDG Method 1)

Deliverable T 1.2: The Contractor shall ensure the provision of structured workplace learning opportunities for apprentices and/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 60% of the artisan learners being holders of public TVET college qualifications. (CSDG Method 2)

Deliverable T 1.3: The Contractor shall ensure the provision of work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas. (CSDG Method 3)

Deliverable T 1.4: The Contractor shall ensure the provision of structured workplace learning opportunities for built environment profession candidates towards professional registration by a listed statutory council. (CSDG Method 4)

Employed learners may not account for more than 33% (Thirty Three percent) of the CSDG, and not more than one method may be applied to any individual concurrently in the calculations of the CSDG.

Not more than one method may be applied to any individual concurrently in the calculation of the CSDG

TABLE 1: CSDG 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 OR General Building	0.375
EE	Electrical Engineering Works (Buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25



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GB	General Building	0.5
ME	Mechanical	0.25
	Engineering Works	
SB	Specialist	0.25

Professional Service Provider contracts:

Expressed in hours and shall not be less than the professional fees in millions of Rand multiplied by 150

For example:

The proportion contract amount for professional services is R5.6m, the CSDG in hours: R5.6m x 150 = 840 hours.

CONTRACT SKILLS DEVELOPMENT GOAL CREDITS

- ✓ All beneficiaries must be registered by the Contractor with the cidb Skills Development Agency (SDA) by the contractor.
www.cidb.org.za or contact 086 100 2423
- ✓ Multiply the number of people employed by the contractors and placed for continuous opportunities in a 3-month period by the notional values in the table below:

Type of Training Opportunity	Provision for Stipends (unemployed only)	Provisions for Mentorship	Provisions for Additional Costs*	Total Costs PER QUARTER	
				Unemployed	Employed
Method 1					
Occupational Qualifications	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET 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, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					

Candidates with a 360 credit qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

DENIAL OF CREDITS

Credits towards the achievement of the CSDG will be denied if:

- Opportunities not provided on-site or not directly linked to the contract / order
- Failure to register all beneficiaries with the cidb Skills Development Agency (SDA)
- Failure to submit final compliance report within 10 days after taking over
- If the following is not provided:
 - Compliance baseline report, interim compliance report or final compliance report
 - Mentorship plan for candidate professionals
 - Training plan
 - Training reports
 - Required records, documents and signatures
 - Mentorship plan not in accordance with the requirements of the applicable professional body, statutory council or qualifying authority
 - Structured workplace learning is not in accordance with the curriculum requirements
- Conditions of employment and rates of allowance are not in accordance with legislative provisions
- The Contractor does not maintain the required training records, or an audit reveals insufficient information
- Contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports

COMPLIANCE REQUIREMENTS (CONTRACTORS):

CLIENT	COMPLIANCE REQUIREMENTS			
	Implementation Date	Class of Works	Min Tender Value	Min Project Duration
National Public Works & Infrastructure & Regions	Beginning of 2021-2022 FY	All	Grade 7	12 months



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National Govt Departments		All	Grade 7	12 months
Public Entities		All	Grade 7	12 months

COMPLIANCE REQUIREMENTS (PSPs):

CLIENT	COMPLIANCE REQUIREMENTS			
	Implementation Date	Class of Works	Min Tender Value	Min Project Duration
National Public Works & Infrastructure & Regions	Beginning of 2021-2022 FY	All	R5m	12 months
National Govt Dept		All	R5m	12 months
Public Entities		All	R5m	12 months



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Part C4: Site Information



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PART C4 SITE INFORMATION

Appendix: Annexures, Specifications, Drawings, Reports, Schematics & Surveys

The applicable further and additional documentation to the Scope and Site Information can be found under each of the Appendixes as tabled below.

List of Appendixes		
Item	Description	Appendix
PART C2 PRICING		
C2.2	Pricing Summary	Appendix A
PART C3 SCOPE		
C3.1	Employers Requirements	Appendix B
C3.2	Condition Assessment Reports	Appendix C
C3.3	Health and Safety & Environmental Specification	Appendix D
C3.5	Baseline Risk Assessment	Appendix D
C3.6	Employment Relations Policy	Appendix E
C3.4	Planning Specification for Contractors	Appendix F
C3.6	SMME specification	Appendix H
PART C4 SITE INFORMATION		

APPENDIX B - EMPLOYERS REQUIREMENTS



EMPLOYERS REQUIREMENTS:

**APPOINTMENT OF A TURNKEY
CONTRACTOR FOR THE REPAIRS AND
RENOVATIONS TO THE SANDTON
LABOUR CENTRE BUILDING INCLUDING
THE PROVISION AND INSTALLATION OF
A GENERATOR AND WATER TANK.**

Report N°

CDC-NDPWI-REP-011-25

Classification: Restricted

APRIL 2025

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1.0 GENERAL REQUIREMENTS

1.1 General Scope and Employer's Bid Document Drawings

1.1.1 General Scope of Work

The general scope of the Contract comprises mainly of the following:

- a) The design, construction and completion of all building, refurbishment and demolition works;
- b) The design, supply, installation, testing and commissioning of the backup generator including all other mechanical and electrical plant and all other items necessary for a complete and functional installation as specified, including maintenance manuals and as built drawings;
- c) The testing and commissioning of the Works, including Test before completion, Tests on Completion and Tests after Completion;
- d) The training of the DPWI personnel for the operation and maintenance of the Works;

The Contractor shall ascertain all local conditions relevant to the works and associated systems. The Contractor shall do and provide whatever is necessary to fulfil his obligations under the Contract.

The Contractor shall be responsible for ensuring that his design complies with all relevant standards, codes of practice and by-laws including specifications included in the bidding document.

All plant, equipment and material items supplied and/or installed under the Contract shall be well coordinated and be compatible with each other and, where applicable, with existing plant, to form integrated systems. In designing the Works the Contractor shall adopt layouts which will produce efficiency in operation and at the same time make reasonable allowance for optimising the use of the building for future needs.

Construction documents including drawings, designs and design calculations and the like shall be submitted by the Contractor as required by the Employer's Requirements. The Contractor shall test and commission all plant and equipment supplied and installed under the contract and demonstrate to the Employer that they perform to the specified standards and design requirements.

All staff, labour, materials, consumables, electrical power costs shall be provided by the Contractor during the period of testing and commissioning.

1.1.2 Employer's Bid Document /Reports

The condition assessment reports provided with the bid documents are intended to show the general condition of the building at the time of assessment to illustrate the required refurbishments to the building. The Employer does not warrant that these capture a definite condition of the building and the Contractor is required to acquaint himself of the prevailing condition and Employers requirements in determining his bid for the works.

1.1.3 Programme of Works

1.1.3.1 Programme

The programme of Work shall be divided into the following periods:

Milestone 1 – Condition Assessment: Detail assessment of the prevailing condition of the building and associated infrastructure, etc. Contractor to produce a detailed assessment report with Bills of Quantities in line with the priced Activity Schedule.

Milestone 2 – Design & Specification: Design of the works including submission of Construction Documents and construction drawings for review;

Milestone 3 - Construction Period – Decanting and removal of existing components including safe storage, construction works;

Milestone 4 - Commissioning & Handover - Putting Plant into operation, completion tests, proving the process and initial instruction and training.

The above periods may overlap as necessary except for the following constraints:

Milestone 3 and subsequent milestones shall not commence until the Contractors detailed construction documentation and detailed drawings have been submitted for review and accepted by the Employer.

1.1.4 Design

1.1.4.1 Design Responsibility

The Contractor shall design the Works in accordance with the Employer's Requirements, including the quality assurance systems specified in the Employers Bid documents. The design shall be based on the proposals submitted with the Contractor's Bid.

For building designs, the Contractor shall provide architectural sketches and drawings that present preliminary designs, including details on the proposed styles, finishes, and other specifications for the various facilities. These drawings and sketches will be reviewed by the Employers Representative. Detailed design work shall proceed only after the Employers Representative has provided written acceptance of the preliminary architectural designs. The Contractor must obtain approval for the building from the relevant local authority before commencing construction on-site.

Regardless of any acceptance by the Employers Representative of the Contractor's Design and Construction Documents, or any comments made (or not made) on matters submitted for review, the Contractor remains fully responsible for ensuring that the design, construction, performance, and operation of the Works comply with the Employer's Requirements.

The Employers Representative may, at any stage of the design, or construction of the Works (prior to the issuance of the Final Certificate), highlight any non-compliance with the Employer's Requirements.

Acceptance, comments, or lack of comments from the Employers Representative do not relieve the Contractor of any of their obligations and responsibilities under the Contract.

Only Construction Documents, including drawings that have been accepted by the Employers Representative, shall be used by the Contractor in carrying out the Works.

1.1.4.2 Criteria for Design Personnel

a) Contractor's Representative

The Contractor's Representative must possess the necessary qualifications and experience that are acceptable to the Employers Representative. They will be responsible for coordinating and

overseeing all aspects of the project, from the initiation of investigations and design through to the final completion and commissioning of the Works. Their duties include ensuring that the Works are a well-Employers Representative and cohesive project, in full compliance with the Employer's Requirements.

b) Design Personnel

The Contractor shall have in its team qualified and experienced personnel, acceptable to the Employers Representative, to be responsible for each element of the works listed below. The nominated personnel shall include those specified in the Contractor's Bid for the relevant roles.

- Architectural design
- Structural design
- Mechanical Employers design
- Electrical Employers design
- Quantity Surveying

Once the personnel nominated have been approved by the Employers Representative, no changes to these personnel shall occur unless written approval is obtained from the Employers Representative for the new nominee, who must be at least equivalent to or more qualified than the previously approved nominee. The minimum key requirements are outlined in Section T1.3 – Evaluation and Qualification Criteria.

1.1.4.3 Design Programme

Programme Periods for Review by Employers Representative

The programme shall allow at least 10 days for review of a submission by the Employers Representative and shall include reasonable provision for re-submission of items for review following comments by the Employers Representative.

The programme shall allow for at least 5 days for review by the Employers Representative of items re- submitted by the Contractor.

These periods may be extended depending on the quantities drawings to be reviewed.

1.1.5 Review of Submissions

Items submitted for review by the Contractor

The Contractor shall submit to the Employers Representative for review two complete draft sets of Operation and Maintenance Manuals and As-built record drawings. The Employers Representative will assess the suitability of the draft manuals and shall within 10 days of receipt of the manuals either Accept or Reject with comments for further revising by the Contractor.

1.1.6 Site Establishment

1.1.6.1 Water Supply

The Contractor shall arrange for an adequate supply of potable water for their own use, including drinking, washing, sanitation, and general cleaning, in addition to the water required for the construction, testing, and commissioning of the Works.

1.1.6.2 Electricity Supply

The Contractor shall make the necessary arrangements to provide sufficient power to sustain the operations and all construction works as may be required to complete the works.

1.1.6.3 Contractor's Accommodation

The Contractor shall set up, construct, maintain, and later remove all temporary offices, ablution facilities, storage areas, workshops, and similar structures required for the efficient execution and supervision of the Works. The location and arrangement of the Contractor's accommodation must be approved by the Employers Representative. The Contractor is prohibited from establishing any camp or temporary living quarters for staff within or near the Works Site. Additionally, the Contractor shall remove any unauthorized squatters or unofficial camps from the site.

1.1.6.4 Amenities to be Preserved

The Contractor shall minimize any disruption to existing amenities and facilities, whether natural or man-made. Trees shall not be removed unless authorized by the Employers Representative, and site

clearance shall be limited to what is strictly necessary for the Works and Temporary Works. The Contractor must ensure that no damage or pollution occurs to existing installations and take proactive measures to minimize any inconvenience to nearby residents, tenants, or buildings.

1.1.6.5 Site Notice Board

The Contractor shall not display, nor allow the display of, any advertisement board on the site without the written consent of the Employers Representative. Any advertisement must also be approved by the Employers Representative before being erected, and it must be removed if the Employers Representative requests it.

1.1.7 Safety, Health and Environmental

Contractor to adhere to provisions as set out in the SHE Specification attached to the bidding documents.

1.1.8 Samples

The Contractor shall provide the Employers Representative with samples of all materials and goods intended for use in the Works, as requested by the Employers Representative. The Contractor is responsible for conducting any necessary tests on these samples. No materials or goods for the permanent Works shall be used unless the Employers Representative has given written approval for the submitted samples.

1.1.9 Progress Reports and Meetings

The Contractor to submit on a monthly basis progress reports for the Works in a format to be approved by the Employers Representative.

2.1 SCOPE OF WORKS & PERFORMANCE REQUIREMENTS

1.2.1 Scope of work

The Sandton Labour Centre building is severely dilapidated due to inadequate maintenance. The project aims to refurbish the building to an acceptable standard in line with the norms and standards of the DPWI and building regulations and Occupational Health and Safety requirements.

The scope of works includes capital works, repairs and maintenance to buildings; wet/related services; mechanical installation; electrical installations and civil infrastructure and installation of emergency power generator and steel water tank, below are the components of the building to be attended to amongst others:

- Administration offices.
- Public Waiting Area
- Service Counters
- Server Room
- Kitchen
- Break – Away Room
- Staff Ablutions
- Public Ablutions
- Photocopy Room
- Storeroom
- External Works (civil Infrastructure) including Perimeter Wall.
- Roof Covering
- Electrical and Mechanical Installations
- Guard House
- Parking.

Planning & Design (Phase 1)

- a) Detailed Condition Assessment & Testing of infrastructure
- b) Develop preliminary designs (where applicable)

- c) Detailed Bill of Quantities (in line with Priced Activity Schedule)
- d) Project Implementation Plan (including Subcontractor packages)
- e) Detailed Programme
- f) Contract Documentation (i.e. guarantees, insurances & Indemnity)
- g) Obtain the relevant statutory approvals prior to commencing with the next phase (i.e. Construction Work Permit, Building Plan Approval etc.)

Implementation / Construction (Phase 2)

- a) Site establishment
- b) Decanting (where applicable)
- c) Detailed construction documentation i.e. construction drawings, demolition plans, specifications, room data sheets etc.,
- d) Conduct construction activities/ repairs and renovations
- e) Site supervision (Regular inspections and sign-off of completed works)
- f) Contract Administration (Conduct meetings, prepare and submit progress reports, SHE Audits, issue contract instructions)
- g) Progress payment certification.

Close-Out (Phase 3)

- a) Final Account (Signed)
- b) Certificates of Compliance (COC's)
- c) Testing & Commissioning
- d) Occupation Certificate
- e) As-Built Drawings
- f) User Manuals
- g) Close-out report.

The Turnkey Contractor to have in its team all the relevant professionals with appropriate registration with the different Built Environment Councils to be able to carry out all the required/necessary/desired Professional Services that are required to deliver successfully the Sandton Labour Centre Project where such services would be required at various stages of project implementation over the entire

duration of the project. Where such work shall include but not limited to provide all professional services such as design, supervision of construction work, sign-off and certification of work done.

The building will be vacated to allow for the works to proceed with no further hindrance.

1.2.2 Specifications

1.2.2.1 Technical Specifications

The infrastructure as highlighted earlier shall conform to the following design guidelines, ensuring the development meets the highest standards of functionality, safety, and sustainability.

- a) SANS 2001 Construction Works (Construction Standard Specifications)
- b) SANS 10142-1 The wiring of premises Part 1: Low-voltage installations
- c) SANS 1083 Aggregate from natural sources – Aggregate for concrete
- d) CDC Planning Specification for Contractors
- e) Public Works Technical Specification for construction works.

1.2.2.2 Performance Standards

The contractor is hereby expected to conform with the following standards but not limited to;

- a) **SANS Standards:** The South African Bureau of Standards (SABS) which publishes the South African National Standards (SANS) which cover various aspects of construction, from material specifications to safety practices.
- b) **Construction Regulations:** The Occupational Health and Safety Act (OHSA) and its associated regulations set performance standards for health and safety on construction sites. It mandates risk assessments and safety measures to protect workers and the public.
- c) **Quality Assurance:** Implement ISO 9001 standards for quality management systems, ensuring consistent quality in construction processes and outputs.

- d) **Environmental Management:** Compliance with the National Environmental Management Act (NEMA) and other environmental regulations is crucial. This includes assessing the environmental impact of construction projects and implementing sustainable practices.
- e) **Project Management Standards:** The Project Management Institute (PMI) and Association for Project Management (APM) standards are often referenced for effective project management, including scope, time, cost, quality, and stakeholder management.
- f) **Client Requirements:** Performance standards may vary depending on the client's specific requirements, which can include timelines, budget, safety, and quality expectations.
- g) **Training and Competency:** All professional work to be undertaken by a professionally registered individual in each discipline in respect to this project.

In addition to the above standards the contractor is to also meet the standards listed below for performance.

- a) **Design Standards:** Compliance with local regulations and building codes (e.g., zoning laws, fire safety). Architectural and engineering quality to meet client specifications and aesthetic preferences. Sustainable design principles, including energy efficiency and environmental impact.
- b) **Quality Standards:** Specifications that construction materials and workmanship must meet. This includes compliance with local building codes and SANS standards (South African National Standards).
- c) **Time Standards:** Timelines set for different phases of construction, including project start and completion dates. This involves adherence to scheduling tools like Gantt charts and critical path methods.
- d) **Cost Standards:** Budgetary constraints that dictate spending on labor, materials, and other project expenses. Cost control measures and estimates are critical to avoid overruns.
- e) **Safety Standards:** Regulations that ensure the safety of workers and the public, including adherence to the Occupational Health and Safety Act and specific construction regulations.
- f) **Environmental Standards:** Guidelines for sustainable construction practices, including waste management, resource conservation, and minimizing environmental impact. Compliance with NEMA is essential.
- g) **Client Satisfaction Standards:** Metrics to assess how well the project meets the client's expectations regarding aesthetics, functionality, and overall project outcomes.



-
- h) **Productivity Standards:** Benchmarks for productivity levels, often evaluated by comparing outputs against inputs, measuring labor efficiency, and tracking project milestones.

APPENDIX C – CONDITION ASSESSMENT REPORTS



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



Planning Document:

PROJECT ASSESSMENT

(PROJECT BRIEF)

**NDPWI: CAPITAL PROJECT FOR THE REPAIR
AND RENOVATIONS OF THE SANDTON LABOUR
CENTRE TO ACCEPTABLE STANDARD
INCLUDING SUPPLY AND INSTALLATION OF
EMERGENCY POWER GENERATOR AND METAL
WATER TANK.**

WCS NO: 056576

CDC/53/24

Document N^o

CDC-MTA-REP-011-24

MARCH 2024



DOCUMENT INFORMATION SHEET

Title of Document : *Capital Project for the Repair and Renovations of the Sandton Labour Centre to Acceptable Standard Including supply of Emergency Power Generator and Metal Steel Water Tank.*

Type of Document : *Planning Document*

Document Number : *CDC-NDPWI-REP-011-24*

Prepared by : *Thobile Mbadamana*

Typed by : *Thobile Mbadamana*

Business Unit : *IPD - NDPWI*

Prepared for : *NDPWI, DOEL, CDC*

Date of Issue : *08 March 2024*

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1 PURPOSE OF THE REPORT

The purpose of the report is to provide the condition of the facility and to outline the recommended remedial actions required to address the condition together with the high-level cost estimate. Furthermore, the report is intended to be used as a project brief during the procurement of the Turnkey contractors.

This report also seeks approval for the following from the client:

- Approval of the brief and methodology to be followed.
- Permission to go out to tender for a Turnkey contractor who will undertake the design and the development of the works.
- Confirmation of availability of funds to undertake the project based on the initial estimate stated hereunder.

2 BACKGROUND

The National Department of Public Works and Infrastructure (NDPWI) appointed Coega Development Corporation (CDC) on the 2nd of November 2023 as the Implementing Agent for the implementation of 26 Turnkey projects Nationally and with various client departments. These projects require various interventions namely, Repairs, Maintenance, Renovations, up-grades and refurbishments and new construction subject to the client needs analysis.

Sandton Labour Centre is one of the projects that forms part of the 26, this is a Capital project for Repairs and Renovations of the Centre's infrastructure and installation of emergency power generator and steel water tank. The current state of the building is not of acceptable standards, the roof is leaking during rainy days, there is no access provided for people living with disabilities (wheelchair ramps) from the main entrance of the building, the boundary wall is leaning over and needs attention, the parking area needs to be repaired due to damages by tree roots, the entire building has no apron slabs around and this causes water to pond around the building. The office spaces configuration does not meet the DOEL latest space norms.

Sandton labour centre is a single storey 2 parts building one part occupied by Department of Employment (DOEL) and Labour and the other part by the City of Johannesburg (CoJ) Municipality. This assessment only covers the portion occupied by DOEL and excludes the part occupied by CoJ. The Sandton labour centre has entrances and both entrances have guard houses. The gate on the front side of the building (main entrance) is utilised by the public mainly and the other gate at the back is mainly used by DOEL and CoJ employees and people leaving with disabilities.

At the back of the main building there are public and paraplegic ablutions and a storage area, behind this block there is covered parking that is being utilised by the staff from both entities. The parking area belongs to the DOEL however, the entrance and a portion of about 200m belongs to the COJ.

3 PROJECT OBJECTIVES

The Project objectives amongst others is to bring the building to a more dignified state for the employees and the public, prevent future breakdowns and improve the performance of the immovable asset, prevent potential litigation, provide better access for people living with disabilities, adverse audit findings as well as continued health and safety and compliance to relevant building regulations that governs state buildings and offices. Furthermore, to install emergency power generator and steel water tank.

4 PROJECT LOCATION

The site is located at 9th Street, 424 Marlboro, Sandton under the jurisdiction of City of Johannesburg Metropolitan Municipality. The co-ordinates for the site are **Latitude 26 5'38.96" S** and **Longitude 28 5'18.77" E**.



5 SITE ISSUES

Heritage

The building is not a heritage building.

Land Ownership

The part of the land occupied by the DOEL belongs to the National Government of the Republic of South Africa and the COJ portion the ownership is unknown and does not belong to the Government of the Republic of South Africa.

6 SCOPE OF WORKS

The scope of works includes capital works, repairs and maintenance to buildings; wet/related services; mechanical installation; electrical installations and civil infrastructure and installation of emergency power generator and steel water tank, below are the components of the building to be attended to amongst others:

- Administration offices.
- Public Waiting Area
- Service Counters
- Server Room
- Kitchen
- Break – Away Room
- Staff Ablutions
- Public Ablutions
- Photocopy Room
- Storeroom
- External Works (civil Infrastructure) including Perimeter Wall.
- Roof Covering
- Electrical and Mechanical Installations
- Guard House
- Parking
- Perimeter Wall

7 ASSESSMENT FINDINGS

INTERNAL WORKS

Office Space

Most of the internal walls are built from dry walls, making it less complex to configure the office space to accommodate the client space requirements. Some of the findings during the assessments are listed below.

- Ceiling with water mark, indicating leaks from the roof.
- Water mark on the carpet because of a leaking roof.
- Chipped and broken porcelain tiles.
- Dirty paint finish on the walls.
- Damaged doors with inadequate ironmongery.
- Inadequate office space.
- Office with hand wash basins.
- Small ablution windows at the office.
- Damaged doors and steel door frames.
- Wobbling internal dry walls.

Staff Ablutions

- The staff ablution comprises of male and female ablutions only and there are no provisions for paraplegic. The ablutions are both in a fair condition however, the sanitary fittings are worn out and require to be replaced. A provision of a unisex paraplegic ablution for staff is required.

The Kitchen

- The kitchen is situated on the eastern wing of the building and is not conducive for a kitchen area as this was a storage space that was then converted to a kitchen. A proper kitchen design, cupboards and fittings are required.

Public Waiting Area

- The public waiting area needs to be configured to accommodate the DOEL latest space requirements.
- New ceiling will need to be installed.

Service Counters

- New service counters are required to accommodate the needs of the centre and for better servicing of the public.

Server Room

- The server room does not have a raised floor as this is the requirement.
- The fire suppression system has not been serviced and needs repairs.

Documents Storage Room

- No fire suppression system.
- The room does not comply to be a document storage and needs to be improved to acceptable standards.

EXTERNAL WORKS

Public Ablutions

- Some doors are broken and need to be replaced.
- Paraplegic ablution not fully compliant and needs to be brought to compliance.
- Tiles need to be repaired and some replaced with similar.
- Sanitary fittings need to be replaced.
- Plumbing needs attention.

Walls

- The face brick will need to be cleaned in some areas.
- There are no structural defects that are visible, and the wall seem to be intact.
- Minor repairs will be required.

Windows

- Though the steel window frames are looking fairly good, they have reached their life span and have started to give problems as some are difficult to open and close.
- The broken windowpanes need to be replaced.
- All steel window frames to be repainted if they are retained.

Stormwater

- There are no apron Slab around the most part of the building, and this causes ponding against the walls of the building which leads to dampness inside the building.
- Storm water pipes and manholes are blocked and need repairs.
- Water channels to be cleaned of debris and preventative measures to be implemented.

Sewer Water

- There are no major challenges on the sewer system of the building except for the plumbing issues in some of the public ablutions.

Water Supply

- There are leaks on the supply line that needs urgent repairs as they cause ponding and localised flooding around the building.

Rainwater Goods

- The gutter and down pipes are made up of galvanized steel and are the end of life.
- They are often blocked by the leaves from the trees next to the building.
- Part of the roof leaks can be attributed to the blocked gutter and downpipes.
- Some down pipes will need to be repaired and others replaced.

Roof

- The roof is the double pitched roof, and some parts have skylight which was meant to allow natural light into the building.
- The entire building has since received ceiling and the natural light can no longer enter the building.
- The roof is leaking and heavily so during strong rains and this, floods most parts of the building.
- We could not climb on top of the roof nor open the ceiling to inspect the condition of the roof trusses.
- Due to the age of the building and the reported heavy leaks by the staff, it is high likely that some of the roof trusses need to be replaced.

Parking Bays

- There are two parking areas on the premises one in front of the main entrance and the other at the back entrance and this one is covered by the steel structure with corrugated roof sheets.
- Both parking areas are surfaced with asphalt.
- The surface is old and has started to pick up, the other contributor are the roots of the trees on the premises.
- Both areas need serious repairs.
- Paving blocks as opposed asphalt are recommended.


Perimeter Fence

- The fence is a combination of steel palisade and face brick wall at the front of the building and the rest is only face brick walls.
- Palisade fencing needs to be repainted.
- Both gates at the entrances needs to be repainted.
- There's a part of the face brick wall the is leaning over, this might be as a result of roots growing underneath the wall, this will need to be rectified.

8 GENERAL COMMENT

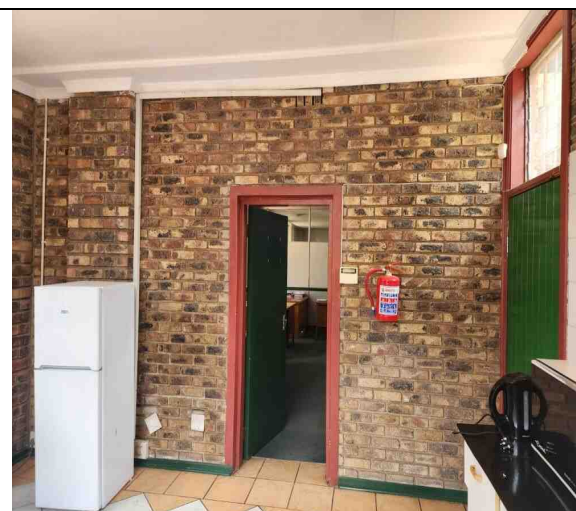
- The general state of the building is not looking good with parts of the building having spaces that are not conducive for an office environment.
- There are major structural defects visible on the building however, if the leaking roof and aprons around the building are not attended to urgently these will lead to the deterioration of the building.
- The entire roof design needs to be changes as the existing roof design no longer serve any purpose for the building.
- Air conditioning around the building is inadequate and requires a combination of servicing and installation of adequate system.
- Power skirting and cable trays need to be installed to avoid power and ICT cables running on surface.
- Access for people leaving with disabilities to be constructed.
- Provide paraplegic ablutions for the staff.
- Stormwater control is vital to safeguard the building.
- Decanting will be required during the construction will be required.
- Back-up power is necessary for the continuation of service to the public during power cuts.

16 PHOTOGRAPHS

	
<p>Water mark on the ceiling</p>	<p>Water mark on the carpet</p>
	
<p>Damaged door with inadequate lock</p>	<p>WHB's inside the office</p>
	
<p>Urinals in staff ablutions</p>	<p>WHB's in staff ablutions</p>



Kitchen sink



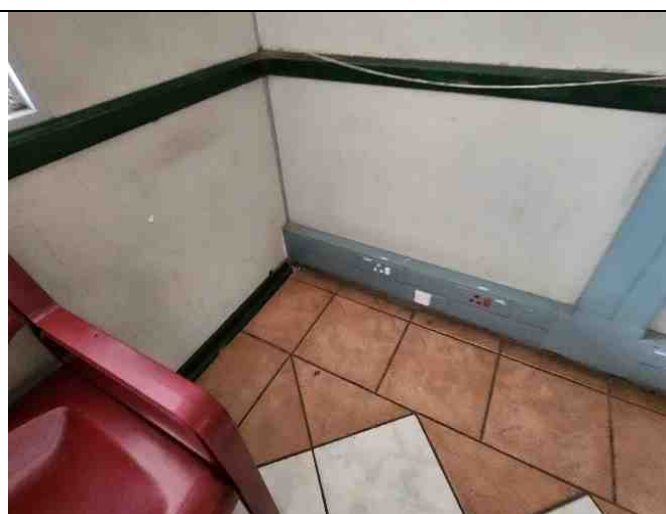
Kitchen area with no plaster



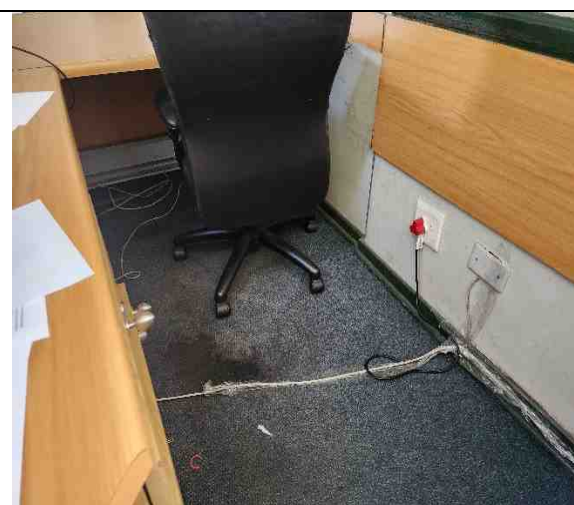
Sever Room – Inadequate Fire Suppression system



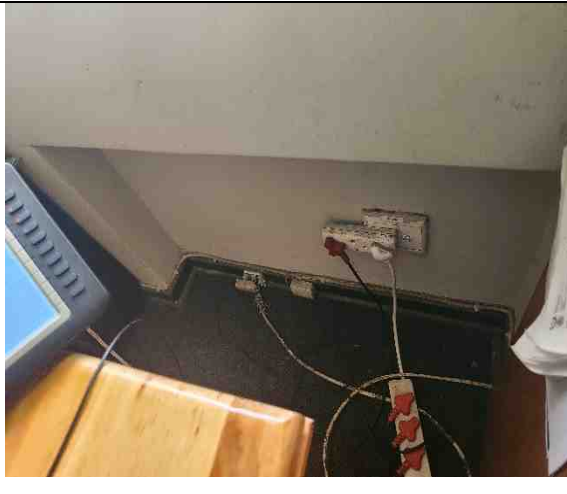

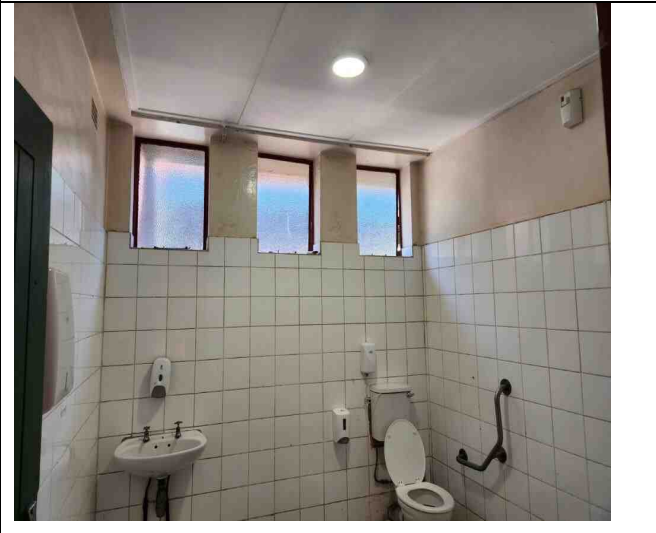
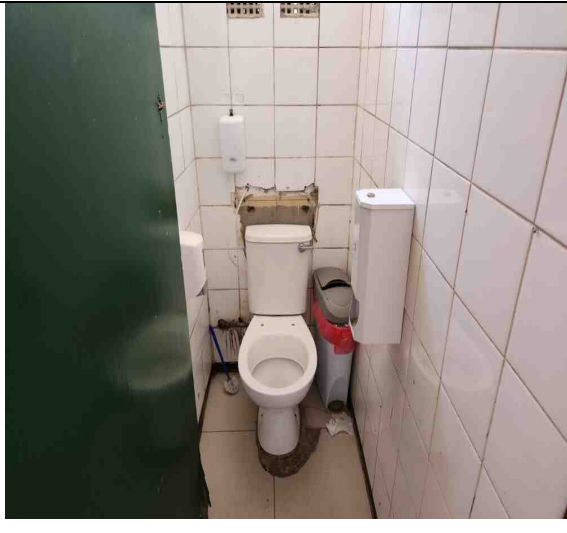
Fire Suppression system with no service dates



Electrical wiring running on surface



ICT cables running on surface – tripping hazard

	
<p>Old light fittings</p>	<p>Adequate plug points required.</p>
	
<p>DB missing cover – electrical wires exposed</p>	<p>Evidence of roof leaks</p>
	
<p>Paraplegic ablutions non-compliant</p>	<p>Public ablutions</p>

17 ANNEXURES

~~Annexure A – Cost Break Down~~

Annexure B – Electrical Condition Assessment Report

Annexure C - Mechanical Condition Assessment Report



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



Planning Document:

ELECTRICAL

ASSESSMENT REPORT

**NDPWI: CAPITAL PROJECT FOR THE
REPAIR AND RENOVATIONS OF THE
SANDTON LABOUR CENTRE TO
ACCEPTABLE STANDARD INCLUDING
SUPPLY AND INASTALLATION OF
EMERGENCY POWER GENERATOR
AND METAL WATER TANK.**

WCS NO: 056576

CDC/53/24

February 2024

DOCUMENT INFORMATION SHEET

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Type of Document : *Planning Document*

Prepared by : *Mawethu Ngemntu*

Typed by : *Mawethu Ngemntu*

Business Unit : *IPD - NDPWI*

Prepared for : *NDPWI, CDC, DOEL*

Date of Issue : *28 February 2024*

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**Capital Project for the Repair and Renovations of the Sandton Labour Centre to
Acceptable Standard Including supply of Emergency Power Generator and
Metal Steel Water Tank.**

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5	FINDINGS	2
6	CONCLUSION	ERROR! BOOKMARK NOT DEFINED.
7	PHOTOS	5

1 Project Background

The Coega Development Corporation (CDC) was appointed by the National Department of Public Works and Infrastructure (NDPWI) as an Implementing Agent (IA) for 26 Projects that are to be undertaken using the turnkey approach on the 02nd of November 2023. These projects are allocated country wide. One of the 26 projects is the Capital Project for the Repairs and Renovations of Sandton Labour Centre to acceptable standards including the Supply and Installation of an Emergency Power Generator and Steel Water Tank.

2 Introduction

The Sandton Labour Centre is accommodated in state own premises which comprises of a single-story facility and only a portion of that is used by the Department of Labour, the other portion is used by Johannesburg Municipality and will not form part of this project. The building has got a footprint of approximately 920 square metres for office use, public ablutions, 2 guard houses at both entrances, 2 parking lots on either entrances and perimeter fence demarcating and securing the building.

3 Purpose

The purpose of the site conditional assessment was to identify if there are sufficient electrical services installation on this site and the condition of the services installed. A visual inspection was carried out by the CDC Representatives together with the Department of Labour and Employment Representative on the 18th of December 2023 to check the following services, namely:-

- Electrical installation,
- Security installation and
- ICT installation.

4 Site and Locality

The site is located at 9th Street, 424 Marlboro, Sandton, it is situated with the City of Johannesburg Metropolitan Municipality. The co-ordinates of the site are, Latitude 26 5'38.96" S and Longitude 28 5'18.77" E.

5 Findings

Electricity supply

The existing electrical power supply to the Labour Centre is provided by local municipality via an unknown size mini substation located inside the yard. During site inspection, the electricity supply was noted to be of 3-phase, 150A MCB with meters located inside kiosk attached to the mini substation. The mini substation and kiosk were locked during site inspection and the condition of switchgear could not be checked properly for compliance. The site inspection was conducted on the following electrical installation:

- Distribution boards,
- Lighting
- Small power (plugs) and
- Earthing and Lightning protection system

Distribution Boards Installation

The main and sub distribution boards were found to be in poor to bad working conditions and require minor to major repairs to meet regulations and municipal by-laws. The main distribution board is fitted with surge arrestors to prevent damages in distribution board when strike by lightning. The switchgears of all distribution boards including wiring need to be attended to and some distribution boards shows signs of cable burns. All main distribution boards have no section of back-up power supply. All distribution boards labelling, and legend cards need to be attended to as some of the distribution boards have no labelling and/or legend cards. The sub-distribution cabling from the main distribution board to sub-distribution boards need to be tested and replaced where necessary including the neatening of wiring within the distribution boards to comply with SANS.

Standby Generator Installation

During site inspection, it was noted that the site has no power supply back up system installed in a form of a standby generator. The installation of a diesel standby generator with 100% back-up is highly recommended since the country is subjected to loadshedding and are intensifying daily.

Lighting Installation

The existing light fittings (luminaire) are of an old type and using switch starter. Most of the existing light fittings are obsolete and need to be replaced. The entire site utilises surface mounted open channel, bulkheads (internal and external type), and floodlight type light fitting. The current lighting installation does not meet the regulations and municipal by-laws. During site inspection it was noted that the site has no emergency light fitting with battery back-up. It was noted that most office space and common passages do not meet the lux level as recommended by regulations. Some of the existing light fittings were noted to be fitted with new energy saver lamps.

Small Power Installation

The existing small power switched socket outlets (SSO's) and wiring was found not to meet the regulations and local municipal by-laws and are insufficient. During site inspection, most socket outlets and power skirting wiring were found to be non-compliant as they were not neatly installed and exposed which poses danger to the Staff Members. All surface mounted wiring is to be run inside the conduit (galvanised) and power skirting (metal type). All power skirtings with no covers are to be provided with covers where wiring is installed and exposed.

Earthing and Lightning Protection System Installation

The earthing and lightning protection system (E&LPS) installation for Office Building was found to be in poor working condition and the Guard Houses have no earthing and lightning protection system. The earthing and lightning protection system is required to avoid any damages to be caused by lightning strikes. The area was noted to have high lightning strikes.

6 Security Installation

The security lighting was found to be insufficient for the size of the site. The site utilises wall mounted floodlights as means of security lighting. The security light fittings were found to be in bad to poor working condition and installed in non-strategic areas. The electrical wiring in-between the flood lights need to be attended to and run inside the galvanised conduit.

7 Information and Communication Technology (ICT) Installation

The existing information and communication technology (ICT) system is in bad to poor working condition. The existing installation consists of telephone, data sockets, data cables, patch cords, network cabinets inclusive of switch gear and fibre cables. The networking cable is in a poor to bad working condition with poor cabling route to each termination point.

8 Recommendations

- Electrical supply to the site requires minor to major service of the switch gear to make sure that the installation meet the current regulations and local municipal by-laws.
- All electrical distribution boards require refurbishment and replacement of all old switch gear, installation of blank covers, provision of labels and legend cards.
- The provision of 100% back-up standby diesel is highly recommended for this site as this will improve and guarantee that the day-to-day operations will not be affected by loadshedding and planned or unplanned power outages.
- The lighting installation requires servicing and ones that are obsolete to be replaced by light fittings compliant with the new regulations and local municipal by-laws. All new light fittings to be of energy saver type and provision of emergency light fitting with back-up battery is highly recommended in areas with high traffic. Inclusion of motion sensors is recommended to offices with less occupancy. The external security lighting requires major upgrade and to provide sufficient lighting and improve security measures.
- The small power installation wire-ways and wiring need to be attended to and wire-ways to be provided in areas where required. All expose wiring to be run inside conduit (galvanised) and powerskirting (metal type). The addition of SSO's in certain offices with more than 1 person is recommended to reduce the use of extension cords and to avoid tripping hazards.
- The earthing and lightning protection system is highly recommended to protect the two guardhouses and office building from high risk of lightning strikes and damages to electronic equipment.
- The ICT cabling needs to be made good and neatly installed. Provision of wire-ways is highly recommended to avoid any damages to the cabling and avoid tripping hazards inside the offices.
- The entire electrical installation shall be tested and commissioned and where required be made good to obtain an electrical Certificate of Compliance (CoC) in terms of SANS 10142-2 and SANS 10400 requirements.

9 Photos



Figure 1: Mini substation – unknown capacity



Figure 2: Mini-substation – unknown capacity



Figure 3: Kiosk attached to mini substation



Figure 4: Main Circuit Breaker, 150A



Figure 5: Kiosk with old switch gear and meters



Figure 6: Main electrical distribution board frd from Kiosk



Figure 7: Main electrical distribution board with old switch gear



Figure 8: Main electrical distribution board with old switch gear



Figure 9: Distribution board with meters

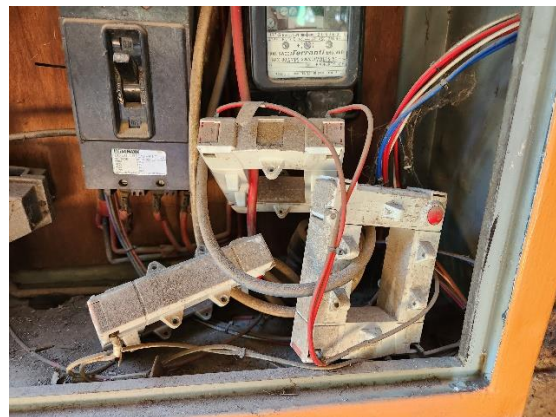


Figure 10: Distribution board with current transformers (CT's)



Figure 11: Old bulkhead fitting hanging by wiring



Figure 12: Old surface mounted open channel fitting to be replaced with weatherproof type



Figure 13: Guardhouse DB in fair working condition



Figure 14: AC Isolator in fair working condition



Figure 15: Replace missing light fitting in veranda



Figure 16: Security floodlight and Earthing and Lightning Protection system in poor condition

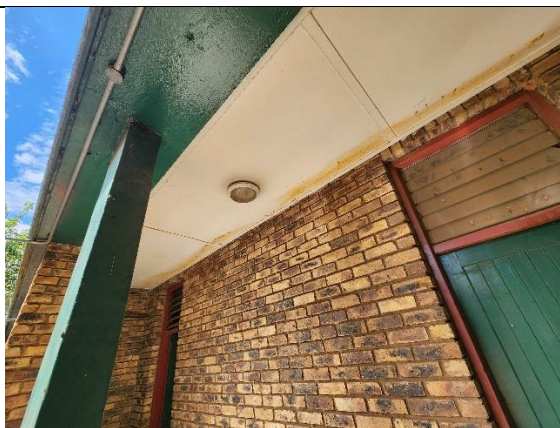


Figure 17: Old external bulkhead fitting to be replaced



Figure 18: Old bulkhead fitting to be replaced



Figure 19: External isolator for geyser in fair working condition



Figure 20: Distribution board in poor working condition. Cover missing and wiring not neat

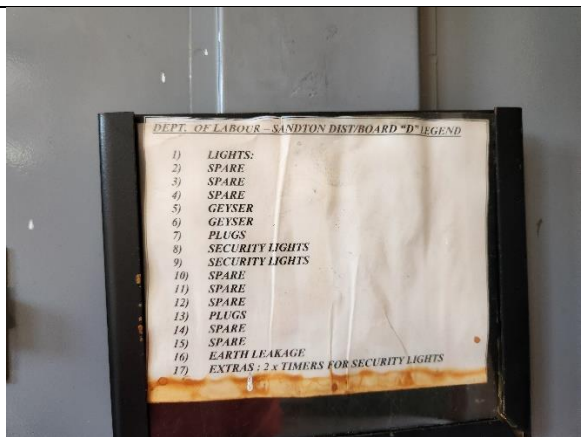


Figure 21: Distribution board legend card



Figure 22: Light switch in fair working condition



Figure 23: Old bulkhead to be replaced with energy saver type



Figure 24: Additional SSO's required in offices



Figure 25: Old Telkom switchboard



Figure 26: SSO point required for IT



Figure 27: ICT equipment in fair working condition



Figure 28: ICT server unit in fair working condition



Figure 29: SSO and Powerskirting to be provided



Figure 30: Old open channel light fittings to be replaced with energy saver type fitting



Figure 31: Open channel light fittings in fair working condition



Figure 32: Recessed light fittings in fair working condition



Figure 33: Security flood light in fair working condition with poor wiring installation



Figure 34: ICT and SSO wiring to neaten

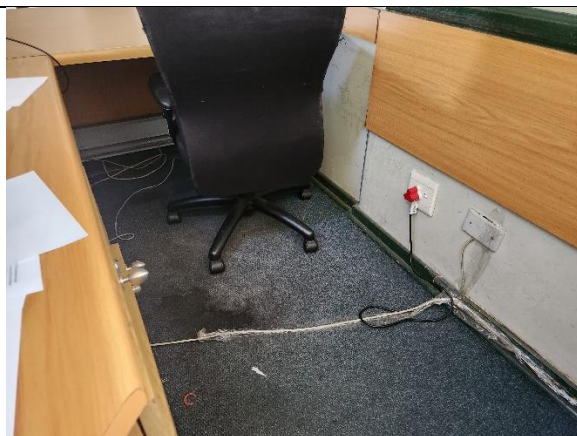


Figure 35: Provide powerskirting with additional points (ICT and SSO)



Figure 36: Burglar alarm power point disconnected



Figure 37: Power supply wiring to be run inside conduit / powerskirting



Figure 38: Burglar alarm keypad



Figure 39: Guardhouse light switch in fair working condition



Figure 40: Power supply wiring to be run inside conduit / powerskirting



Figure 41: Distribution board with missing covers and exposed wiring



Figure 42: Additional light fitting to be provide



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REPUBLIC OF SOUTH AFRICA



*Mechanical
Condition
Assessment
Report:
Sandton Labour
Centre*

February 2024

**Capital Project for the Repair and Renovations of the Sandton Labour Centre to
Acceptable Standard Including supply of Emergency Power Generator and
Metal Steel Water Tank.**

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1 Project Background

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2 Introduction

The Sandton Labour Centre is accommodated in state own premises which comprises of a single-story facility and only a portion of that is used by the Department of Labour, the other portion is used by Johannesburg Municipality and will not form part of this project. The building has got a footprint of approximately 920 square metres for office use, public ablutions, 2 guard houses at both entrances, 2 parking lots on either entrances and perimeter fence demarcating and securing the building.

3 Purpose

The purpose of the site conditional assessment was to identify if there are sufficient mechanical services installation on this site and the condition of the services installed. A visual inspection was carried out by the CDC Representatives together with the Department of Labour and Employment Representative on the 18th of December 2023 to check the following services, namely:-

- Bulk water supply,
- Domestic water installation, internal (hot and cold),
- Firefighting equipment installation
- Kitchen equipment installation and
- Heat, ventilation and air-conditioning installation (HVAC).

4 Site and Locality

The site is located at 9th Street, 424 Marlboro, Sandton, it is situated with the City of Johannesburg Metropolitan Municipality. The co-ordinates of the site are, Latitude 26 5'38.96" S and Longitude 28 5'18.77" E.

5 Findings

Bulk water supply

Currently the water supply to the site is from local municipal supply line. During site inspection, the water supply pressure was found to be sufficient for the site. The water supply to the site was reported to be stable with the exception days where municipality would carry routine maintenance on their side of water supply system. The site was found to have no water back-up system in event of water outage, and this has a negative impact on the day to day operations of the Department as they are forced to close the offices due to lack of water.

Domestic water installation, internal (hot and cold)

Currently the site does not have a hot water generation plant or reticulation dedicated for the whole site. During site inspection, the external ablution block was found to be the only area which has an external wall mounted high pressure geyser. The geyser was found to be in fair working condition. The pipe reticulation between the geyser and sanitary ware are in fair working condition. The internal water reticulation for external ablution and office block were found to be in fair working condition and requires minor to major repairs.

Firefighting equipment installation

The site is fully protected by means of fire hose reels, portable fire extinguishers and fire suppression system with no fire hydrant, externally or internally. The portable fire extinguishers are utilised internally and externally. The externally mounted portable fire extinguishers are housed inside the steel cabinet. The site utilises carbon dioxide (CO₂) and dry chemical powder (DCP) with various sizes. All fire protection equipment is in fair to poor working conditions with minor to major services required.

The Server Room is the only area which utilises fire suppression system. The system being utilised by the site is a double knock fire suppression system (use of fire and smoke detector at the same time to release gas). The fire suppression system is in fair to poor working condition with major service required and/or replacement.

Kitchen equipment installation

The site has no central kitchen dedicated for office and it only has mini kitchen with no kitchen equipment. The mini central kitchen is equipped with two door fridge, microwave and a kettle with no cooking equipment. The kitchen equipment was found to be in fair to poor working condition with minor to major repairs or replacement.

Heating, ventilation and air-conditioning installation

The site has no central heating, ventilation and air-conditioning system installed except the mid-wall and under-ceiling split air conditioning system. The Consultation Area and certain Offices are the only areas equipped with air-conditioning split units, mid-wall and under-ceiling split. The air-conditioning units are in fair to poor working condition with some require minor to major services and/or replacement.

The Offices also has a window type console unit which is no longer in use and needs to be removed.

6 Conclusion

- The back-up water supply is recommended for the site in a form of ground or elevated water tank to curb the challenges being faced by the department during water outages or routine maintenance by the municipality.
- The internal domestic water reticulation system requires minor repair works especially in the ablution block where most of the system is exposed. The removal of the existing wall mounted geyser is recommended and installed at the mini kitchen.
- The firefighting equipment system was found to be adequate with minor repairs and/or services required. Some of the firefighting equipment mounting position need to be adjusted for easy accessing. The provision of external fire hydrants, above-ground type, with canvas hose is recommended for this site. The fire signage in the entire facility needs to be attended to as the current signage is not adequate enough to locate the firefighting equipment and also affected areas where signage is no longer applicable. The replacement of missing and overcharged portable fire extinguishers is also recommended.
- The replacement of faulty kitchen equipment is recommended with the like for like. The provision of instant boiling water unit (hydro-boil) is recommended.
- The air-conditioning and ventilation systems are recommended in areas where there are high number of staff sharing the same space to control the room temperature conditions and eliminate the high risk of spreading the disease. This is also recommended for the public space, utilisation of sweep fans for ventilation and air-conditioning (split system) unit to control room temperature.

7 Photos



Figure 1: Surface mounted portable fire extinguisher installed in steel cabinet



Figure 2: Portable fire extinguisher equipment due for overdue for service



Figure 3: Outdoor air conditioning unit in fair working condition



Figure 4: Outdoor air conditioning unit refrigeration pipe in poor working condition



Figure 5: Outdoor and window console air conditioning units in fair to poor working condition



Figure 6: Wall mounted external high-pressure geyser in fair working condition



Figure 7: External mounted geyser pipe reticulation in fair work condition



Figure 8: Portable fire extinguisher with fire signage in fair working condition



Figure 9: Firefighting equipment in fair working condition. Signage to be attended to



Figure 10: Firefighting equipment in fair working condition with proper signage



Figure 11: Fire signage clearly indicating the position of portable fire extinguisher



Figure 12: Fire suppression system in poor working condition

	
<p>Figure 13: Fire suppression system in poor working condition. Unit showing no service being done</p>	<p>Figure 14: Fire suppression system in poor working condition</p>
	
<p>Figure 15: Fire detectors (heat and smoke) for fire suppression system. Double knock system in poor working condition</p>	<p>Figure 16: Fire suppression system in poor working condition</p>
	
<p>Figure 17: Fire Hose Reel in fair working condition indicating unit overdue for service</p>	<p>Figure 18: Missing firefighting equipment to be replaced</p>

APPENDIX D1 - HEALTH AND SAFETY & ENVIRONMENTAL SPECIFICATION



Specification:

**HEALTH AND SAFETY SPECIFICATION
FOR THE NDPWI PROJECTS IN
VARIOUS PROVINCES ACROSS THE
COUNTRY**

Specification N^o
CDC-SBU-SPEC-106-24

Classification: Public

11 July 2024



DOCUMENT INFORMATION SHEET

Title of Document : *Project Health and Safety Specification*
Type of Document : *Occupational Health and Safety Site Specification
for NDPWI projects for various Provinces across
the Country*
Document Number : *CDC-SBU-SPC-106-24*
Prepared by : *Siseko Gwavu*
Typed by : *Siseko Gwavu*
Business Unit : *SBU*
Prepared for : *Bidders*
Date of Issue : *11 July 2024*

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The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the Coega.

PROJECT NAME : *Project Occupational Health & Safety Site Specification: For the NDPWI projects for various Provinces across the Country*

DOCUMENT TITLE : *Project Health and Safety Specification*

DOCUMENT No. : *CDC-SBU-SPEC-106-24*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 11 July 2024	Name: Siseko Gwavu Signature: <small>Digitally Signed by: Siseko Gwavu SHE Programme Manager 7c54b8f6-e79c-49c9-b0fa-92fb296ce62 IP Address: 10.0.30.81 Date: 2024/07/22 1:52:48 PM</small>	Name: Siyabulela Mabi Signature: <small>Siyabulela Mabi d0872682-5106-4ae5-8c5e-6fa0aebc7652 2024/07/22 5:39:51 P</small>	Name: Simphiwe Silwana Signature: <small>Digitally Signed by: Simphiwe Silwana Sustainability Manager: HSE & Social Impact db4c9186-b4f9-4805-8512-de16421e38bc IP Address: 10.0.56.29 Date: 2024/07/23 7:47:53 AM</small>

Distribution:	Coega Development Corporation
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Date:	Signature:	Signature:	Signature:

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HEALTH AND SAFETY SPECIFICATION *(Specification)*

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1 INTRODUCTION AND BACKGROUND

1.1 BACKGROUND TO THE OCCUPATIONAL H&S SPECIFICATION

Historically, the Building or Construction Industry has had poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act and Regulations, (OHS Act), Act (85 of 1993) has resulted in severe consequences for Health and Safety performance. The Coega Development Corporation (CDC) is determined that the highest health and safety standards are implemented and full commitment from all parties to achieving best practices recognised internationally.

To achieve this goal the CDC has prepared and published a Project-Specific Occupational Health and Safety Specification for the **National Department of Public Works Infrastructure projects in various Provinces across the Country (EC, FS, NC,NW, WP, GP, MP)**. The OHSS sets out guidelines and minimum levels of awareness and guidance for health and safety requirements for the specific project. Management, supervision, and contractual responsibility for adhering to these requirements rests with Client/Consultants and Contractor/s. All employees are encouraged to be pro-active in compliance. The CDC is committed in ensuring the highest health and safety norms and standards for all work undertaken during planning, production, and closeout stages.

1.2 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The purpose of the OHSS is to assist the Consultants/Contractors in achieving compliance with the OHS Act and Regulations and all relevant Legislations revolving the Contractor's scope of works and to reduce potential injuries in the workplace environment. The OHSS is a performance measurement to ensure all stakeholders such as the Client, Consultants, Contractors achieve an acceptable level of OHS performance.

Therefore, the Consultants/Contractors are at all times required to and will remain responsible to address all requirements of the OHS Act and Regulations and all relevant Legislations, norms and standards in the project health and safety plan and implementation thereof. The OHSS is a performance specification to ensure that the CDC and any bodies that enter into formal agreements with the CDC such as Consultants, Contractors achieve an acceptable level of OHS performance.

No advice of any document required by the OHSS for an example hazard identification and risk assessment, health and safety plan or any other form of communication from the CDC shall be interpreted as an acceptance by the CDC of any obligation that absolves the Consultants/Contractors from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the CDC which may result from the Consultants/Contractors failing to comply with the OHSS unless the CDC has issued an instruction to any requirement, i.e. the Consultants/Contractors remain responsible for achieving the required performance levels.

1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

This OHSS forms an integral part of the Contract, and Consultants/Contractors are required to make it an integral part of their Contracts with Consultants/Contractors and Suppliers. It will be disseminated by the CDC responsible person for the duration of the intended construction works.

The Consultants/Contractors shall sign a CDC acknowledgement in Annexure A that he /she has familiarised him / herself with the content of the OHSS and he / she shall comply with all his / her obligations in respect thereof. The successful Consultants/Contractors will be required to compile a project Health & Safety and Environmental File based on the requirements of the OHS Act and Regulations and relevant Legislations, which will need to be approved by the appointed CDC SHE Project Manager prior commencement with construction work.

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE OF WORKS

The intended scope of works is entailed in the RFP document, mainly focusing on the intended construction work in the various Provinces across the Country. The works order entails maintenance, refurbishment, repairs, upgrades, renovations, rehabilitation of existing state assets i.e. infrastructure services and top structures. The scope will include the following activities but not limited to –

Site Area

- Site Establishment inclusive of separating construction area with the operations of the activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting

Excavation Works

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Digging of trenches
- Backfilling of trenches

Building Works

- Demolition/dismantling of some existing structures
- Brick and plastering work
- Glazing
- Joinery
- Working on heights
- Electrical installation
- Mechanical installation
- Article/substances Installations

Plants/Equipment

- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

2.2 INTERPRETATION

The OHSS contains clauses that are generally applicable to construction works and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the OHS Act is in addition to the requirements of the OHSS and is part of the Consultants or Contractors responsibility. The CDC will monitor that the Consultants/Contractors comply with the requirements of the OHS Act and will not prescribe to the Consultants/Contractors how such compliance is achieved.

2.3 DEFINITIONS

For the OHSS the definitions, acronyms given hereunder shall apply:

2.3.1 Construction Work (as defined in the Construction Regulations 2014)

means any work in connection with –

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

2.3.2 Hazard Identification and Risk Assessment and Risk Control -

Means a documented plan, which identifies hazards, assesses the risks and detailing.

2.3.3 Site-

Means the area in the possession of the Principal Contractor for the intended construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Engineer.

2.3.4 The OHS Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act and Regulations, Act (85 of 1993) promulgated there under.

2.3.5 CDC

Coega Development Corporation (Pty) Ltd.

2.3.6 NDPWI

National Department of Public Works Infrastructure

2.3.7 Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

2.3.8 Risk

Means a source of or the probability or likelihood that a hazard can result in injury or damage.

2.3.9 Principal Contractor's Responsible Person (Construction Manager) -definition from the Act

Means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

2.3.10 Employer's Personnel

As defined in the relevant contract Documents.

2.3.11 OHSS

Occupational Health and Safety Specification

2.3.12 SHE

Safety, Health and Environment

2.3.13 DoEL

Department of Employment and Labour

2.4 GENERAL HEALTH AND SAFETY PROVISIONS

2.4.1 Application of Construction Work Permit / Notification of Intention to Commence Construction Work

The Client or Implementing Agent shall apply for the construction work permit (CWP) to the Provincial Director of the DoEL in the form of Annexure 1 of CR 2014 as regulated by the CR 3 within 30 days before the construction work commences. Application shall be submitted to the **Provincial Office** where the project will be implemented. A copy of the signed and completed application form is to be included in the SHE File with proof of submission and construction work permit certificate issued by the DoEL.

For the purposes of the construction work permit process the appointed Construction Health and Safety Agent in consultation with the Client/ Implementing Agent shall prepare permit SHE File with required documentation but not limited to the construction work guidelines and submit to the Client/Implementing Agent for approval before submitting to the DoEL. Once the CWP has been granted, a copy of certificate will be issued to the Principal Contractor, and such certificate shall always be kept on site.

The Principal Contractor shall ensure that the **permit number** is conspicuously displayed at the site entrance. NB: No construction work may commence without a **valid construction work permit** issued by DoEL and shall not be transferrable to other sites.

The Chief Inspector of DoEL granted a temporary exemption on the 26th July 2018, contemplated in (b) in terms of section 40 of the OHSA Act. read as follows –

a client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the Provincial Director in writing for a construction work permit to perform construction work if the intended construction work starts from the 07th August 2018 and will –

1. exceeds 365 days and will involve more than 3600 person days of construction works,

2. the tender value limit is grade 7, 8, or 9 of the Construction Industry Development Board (CIDB) grading.
3. All intended construction works above R60 Million Rand threshold.

The Principal Contractor shall notify the Department of Employment and Labour (DoEL), in the form of Annexure 2 of Construction Regulations 2014 (CR 2014) as regulated by the CR 4 within 7 days before the construction work commences. Notification shall be submitted to the nearest **Labour Centre** before intended construction work commences. A copy of the signed and completed notification form is to be included in the SHE File with proof of submission and acknowledgement in the form of certificate or stamp issued by the DoE, such certificate shall always be kept on site.

According to the Construction Regulations 2014 Clause 4, the regulations require “a contractor who intends to carried out any construction work other than work contemplated in regulation 3(1), must at least 07 days before that work is to be carried out notify to the Provincial Director of DoEL in writing in a form similar to Annexure 2 if the intended construction work will –

- Include excavation work;
- Include working at heights where there is risk of falling;
- Include demolition of a structure; or
- Include the us of explosives to perform construction work
- All intended construction works below R60 Million Rand threshold all inclusive

2.4.2 Assignment of Principal Contractor's Construction Manager and, Construction Health and Safety Officer (CM/CHSO) to Manage and Supervise Health and Safety on site.

The Principal Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work. The Principal Contractor shall submit CV's of the CM/CHSO for approval by the CDC prior the commencement of work on site. Proof of competency is to be included with all appointments, in the form of C.V. and Certificates.

The Principal Contractor shall appoint a competent **Full-Time Construction Health and Safety Officer/Manager (CHSO/M) registered with SACPCMP** who has the necessary of years of practical experience in the type of construction work associated with the construction project and shall be responsible for overseeing overall compliance of H&S matters on site. The successful Bidder (Principal Contractor/s) will be required to provide valid proof of registration of the Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) with SACPCMP upon award and must have necessary competencies and resources to execute his or her duties. No candidate registration will be accepted. The CHSO/M must have proven record of years of experience as follows:

- **CIDB grading (1 - 6) = minimum of 2 years or more**
- **CIDB grading 7 = minimum of 5 years or more**
- **CIDB grading 8 = minimum of 8 years or more**
- **CIDB grading 9 = minimum of 10 years or more**

2.4.3 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COID Act)

The Principal Contractor shall submit a valid letter of good standing registered with the Compensation Fund or approved licensed Insurer. A copy shall be included in the Project SHE File, which will also include the following:

- Occupational Health and Safety Policy
- Environmental Policy
- Substance Abuse Policy
- HIV Policy
- Disciplinary Code
- Other relevant policies

2.4.4 Health and Safety Organogram

The Principal Contractor shall submit a Project Site Specific Organogram in the SHE File, outlining the Health and Safety Site Team with their designation as required and related to the relevant responsible appointments by the OHS Act.

2.4.5 Risk Assessments

2.4.5.1 Baseline Risk Assessment

The Principal Contractor shall submit a baseline risk assessment, which shall form part of the health and safety plan and file. The Risk Methodology applied should follow the

hierarchy of controls mitigation and must form part of the Risk Assessment and be included in the SHE File.

Should the Principal Contractor commence work without approval of the risk assessment, or should the risk assessment not reflect the activities being undertaken, the CDC may instruct the work to be immediately stopped. Thereafter, the Principal Contractor will have no claim against the CDC in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

The risk assessment should include the following:

- (a) the identification of the risks and hazards to the health and safety to which persons may be exposed.
- (b) the analysis and evaluation of the hazards identified.
- (c) a documented plan and safe working procedures to mitigate, reduce or control the risks identified; and
- (d) The monitoring and review plan of the risks and hazards.
- (e) The relevant personal protective equipment or clothing.

The Principal Contractor shall ensure that all persons entering the site are informed of all hazards on site; record of this is to be kept on the SHE File. The risk assessment should take into consideration of the project scope of works, with the key processes as specified on **clause 2.1** above. Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

2.4.5.2 Issue Based Risk Assessment

As circumstances and needs arise, separate risk assessment studies will need to be conducted. These will be associated with a system for the management of change. An additional risk assessment will need to be conducted and submitted to the CDC for verification when for example:

- (a) A new machine is introduced onto site;
- (b) A system for work is changed or operations altered;
- (c) After an accident or a 'near miss' has occurred
- (d) New knowledge comes to light and information is received which may influence the level of risk to employees on site.

2.4.5.3 Continuous Risk Assessment

This is the most important form of risk assessment which should take place continually, as an integral part of day-to-day management. This should be conducted by frontline Supervisors on site and it is essential that formal training be provided to enable this process to be efficient. The Principal Contractor shall be responsible for making sure that all employees under his / her control are conversant with the content of the Risk Assessment and what appropriate measures have been put in place to either eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process. Records are to be kept of this communication.

2.4.6 Health and Safety Representative(s)

The Principal Contractor shall ensure that at least one (1) or more of Health and Safety Representative(s) are / is elected and trained to carry out his / her functions pending on the number of employees per site. The appointment(s) must be in writing. The Health and Safety Representative(s) shall carry out regular inspection, keep records and report to the Supervisor(s) and CHSO/M to take appropriate action. The Principal Contractor is required to elect and appoint a health and safety representative regardless of the number of employees on site. Such representative shall always be on site and report to the CHSO/M and Construction Management Representative.

2.4.7 Health and Safety Committee

Ensure that the Principal Contractor complies with the requirements of Section 19 of the Act. The Principal Contractor shall ensure that SHE Committee is established, and health and safety committee meetings are scheduled monthly pending on the number of employees per site or contract. All invited individuals shall be compelled to attend such meetings. The Principal Contractor shall ensure that health and safety committee meetings' minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person i.e. nominated Safety Coordinator.

2.4.8 Health and Safety Training

The Principal Contractor shall at project start-up ensure that identified people have attended the training on project risk profile, the Principal Contractor must ensure copies of the certificates are kept on the SHE File.

2.4.8.1 Induction

The Principal Contractor shall always conduct Project Site Specific Inductions to all employees and visitors on site. Proof of inductions in a form of attendance registers must be kept in the SHE File.

2.4.8.2 Awareness

The Principal Contractor shall conduct on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic will be kept on the site SHE File as evidence of training.

2.4.8.3 Competency

The Principal Contractor shall keep records of all competent persons in the SHE File and identify the training to be conducted, based on the Hazard Identification & Risk Assessment (HIRA) and keep certificates of training for reference.

2.4.8.4 General Record Keeping

The Principal Contractor shall keep and maintain SHE records to demonstrate compliance with the OHSS and the OHS Act. The Principal Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the CDC, or the Authorities' Inspectors.

2.4.8.5 General Inspection, Monitoring and Reporting

A schedule of inspections must be determined and its frequency to be included in the H&S plan, including responsible person. Inspection records and registers must be kept on the SHE File.

2.4.8.6 Internal Audits

The Principal Contractor shall conduct SHE audits of the project Health and Safety Management System, including the Contractor records, to ensure compliance with the OHS Act and OHSS. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.4.8.7 External Audits

The Appointed Construction Health and Safety Agent (CHSA) or CDC SHE PM or External Service Provider, shall conduct monthly inspections/audits on site. All documentation held by the Principal Contractor shall be available for auditing. The Principal Contractor shall provide any additional information required. The Principal Contractor is required to participate fully in the Audit. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrences.

2.4.8.8 Emergency Procedures

The Principal Contractor shall develop and submit a detailed Emergency Procedure and be kept in the SHE File. The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous material / situation, including each material's / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, damage of vital resources such as water and electricity etc. NB: a separate risk assessment and safe work procedure for the identification, location, exposure, and protection of existing services is required for submission, review and approval by the CDC SHE Project Manager via appointed CHSA with the relevant members of the Technical Team. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Clinic, etc) must be maintained and available to site personnel.

2.4.8.9 First Aid Box and First Aid Equipment

The Principal Contractor shall ensure that it appoints a trained **First Aider(s)** regardless of number of labourers on site. The appointed First Aider(s) are to be deemed competent or sent for accredited first aid training **before** starting on site. Valid certificates are to be kept on site. The Principal Contractors shall provide an onsite first aid box(es), adequately always stocked, and ensure that the first aid box is accessible and fully controlled by a qualified First Aider. The Principal Contractor shall ensure that there is always a qualified First Aider within its establishment to attend on first aid injuries should incident occur on site.

2.4.8.10 Accident / Incident Recording, Reporting and Investigation

The Principal Contractor (PC) shall appoint a competent person in writing to conduct incident investigation should it occurs on site, investigate, record and report all incidents as per the OHS Act requirement. The Principal Contractor shall advise the CM, CHSA and CDC SHE PM and any relevant party immediately, followed up with a written preliminary investigation report, of any medical treatment cases, lost time, disabling incident or fatality within 24 hrs of occurrence. In case of fatal incident, the PC is required not to temper with the scene until all relevant external stakeholders are onsite and give permission to do so. Full Incident Investigation Report is to be submitted to the CDC SHE PM via CHSA within **7 working days**, unless requested otherwise

2.4.8.11 Unanticipated Hazards (inclusive of adverse weather such as extreme rain, heat and cold).

The Principal Contractor shall immediately notify CM, CHSA and CDC SHE PM of any hazardous or potentially hazardous situations arising during the performance of activities. It will be upon the responsibility of the Contractor to stop any activities which may impose immediate danger to the employees due to exposure to the adverse weather conditions.

2.4.8.12 Personal Protective Equipment (PPE)

A PPE needs analysis is to be conducted in accordance with the HIRA. PPE is to be issued free of charge. The Principal Contractor is to indicate procedure for the lost or stolen and worn out or damaged PPE. The following PPE shall be used on site as minimum required for everyone on site:

- Steel-Toe Safety Shoes/Boots
- Work suite
- Gloves
- Ear plugs
- Goggles
- Masks
- Hi-Viz Vest in cases where visibility is impaired.
- Corrective PPE shall be risk dependent.

2.4.8.13 Occupational Health and Safety Signage

The Principal Contractor shall ascertain and provide adequate on-site Warning, Prohibition, Mandatory and General Signage. The Principal Contractor shall be responsible to maintain the quality and replacement of signage.

2.4.8.14 Permits

The Principal Contractor shall implement a Permit to Work System. The permit system shall be granted by the Engineer or CHSA via CDC SHE PM prior commencement of activity. Listed below shall cover the following works but not limited to:

- Protection of identified species
- Use of explosives
- Lock out system
- Confined space
- Excavation works
- Public Holidays or Weekend works
- Water use
- Waste disposals

2.4.8.15 Contractors

The Principal Contractor shall implement a Contractor Management System to ensure compliance to the OHS Act and OHSS. The Contractor Management System procedures are to be stipulated in the H&S Plan.

2.5 OCCUPATIONAL SAFETY

2.5.1 Storage of Materials/Equipment

The Principal Contractor shall store material or equipment at agreed identified site by the CM, CHSA and CDC SHE PM, any other areas will be prohibited. All materials shall be neatly stored in a designated laydown area within the confines of the Principal Contractor's allocated construction area.

2.5.2 Site Access, Speed Restrictions and Protection

The Principal Contractor shall ensure that the exact opening shall be discussed and agreed upon with the Client's representatives. The Principal Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). The speed limit is set to not exceed 20km/h when entering the grounds/construction site.

2.5.3 Noise Induced Hearing Loss

Where noise is identified as a hazard, the requirements of the NIHL regulations must be complied with and means of compliance is to be stipulated in the H&S Plan. Proper planning and finding means of reducing noise levels concerning these activities is highly encouraged.

2.5.4 Hazardous Chemical Agents (HCA)

In addition to the requirements of the Regulations for Hazardous Chemical Agents (RHCA), the Principal Contractor must provide proof in the H&S Plan that:

- Safety Data Sheets (SDS's) of the relevant materials/hazardous chemical agents are available prior to use by the Principal Contractor. Mention should be made how the Principal Contractor is going to act according to special/unique requirements made in the relevant SDS's. All SDS's shall always be available for inspection by all relevant parties.
- Risk assessments are to be done when new HCA are introduced on site.
- How the relevant HCA's are being/going to be controlled by referring to:
 - Limiting the amount of HCA

- Limiting the number of employees
- Limiting the period of exposure
- Substituting the HCA
- Using engineering controls
- Using appropriate written work procedures
- The correct PPE is being used.
- HCA are stored and transported in terms of regulations for hazardous chemical agents, 2021 and in according to SABS 072 and 0228.
- Training with regards to these regulations is conducted.

The H&S plan should refer to the disposal of hazardous waste on classified sites and the location thereof (where applicable). The First Aider must be made aware of the SDS and how to treat HCA incidents appropriately.

2.5.5 Asbestos work

The Principal Contractor/Contractor shall comply with the provisions of Asbestos Abatement Regulations, 2020 (amendments No. R.2092 dated 20 May 2022) should they have to work with asbestos related materials. No other than accredited Contractor to perform this activity.

2.6 PLANT AND MACHINERY

2.6.1 Construction Plant

Construction Plant encompasses all types of plants including but not limiting to machines and road vehicles with or without lifting equipment. It is envisaged that such plant will be used on this project, however, should the need arise, the Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act. The Principal Contractor shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided, and always maintained in good condition.

2.6.2 Pressure Equipment or Gas Bottles Including Operations

Should such equipment be used, the Principal Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where Pressure equipment are used;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

2.6.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor shall provide adequate serviced firefighting equipment on site fully serviced. The Principal Contractor shall keep spares where applicable in replacement of expired firefighting equipment.

2.6.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this OHSS, shall apply. The Principal Contractor shall ensure that **Operators** hired with machinery have proof of competency to operate the type of machinery, proof of medical certificate of fitness and undergo a health and safety induction, appropriate toolbox talks and be issued with the necessary PPE. All documentations must be kept in the SHE File.

2.6.5 Scaffolding / Elevated positions including roof work

The Principal Contractor shall ensure that a detailed fall protection plan and HIRA has been undertaken and submitted for approval by the CM before commencement of such activity on site. The Principal Contractor shall appoint and train scaffolding inspectors and erectors to ensure all scaffolding is erected according to SANS 10085.

2.6.6 Form and Support Work for Structures

Should the work require this type of work, the Principal Contractor shall ensure that formwork and support work structures are examined and checked for suitability by a competent Person, Structural Engineer, before use, during and after placement. Records of such examinations are to be kept on the SHE File.

2.6.7 Lifting Machine and Tackle

The Principal Contractor shall ensure that lifting machinery and tackle is inspected before use and/or **daily**. The Principal Contractor shall have lifting machinery and tackle inspector who will inspect the equipment daily or before use, considering that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Records of inspections and load testing certificates are kept on site.
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.6.8 Ladders and Ladder work

The Principal Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.6.9 General Machinery

The Principal Contractor shall comply 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 that use machinery and enforce compliance.

2.6.10 Portable Electrical Tools / Explosive Power Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation or standards. The Principal Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.6.11 High Voltage Electrical Equipment and any electrical works

The Principal Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment that a SWP is drafted and approved by a competent person and the CHSA and that approval document to be kept in the SHE File. Such SWP shall include relevant risk management procedures (e.g. Lock-out Procedure). The Principal Contractor shall communicate with the relevant representatives prior to commencement to any electrical works.

2.6.12 Public Health and Safety

Having been aware that the project is taking place in an urban areas the Principal Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. This should further be able to prevent any other incident that may expose risks to persons. Appropriate health and safety signage shall be always posted.

The Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The visitors to site shall go through a visitor's health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. A proof of such induction must be kept on the safety file for audit purposes.

2.6.13 Night Work

The Principal Contractor shall not undertake any night work without prior arrangement and a written permit from Employer's personnel. The Principal Contractor shall ensure that

adequate lighting and ventilation are provided for all night work and failure to do so shall result in work being stopped.

NB: risk assessment to be revised should night works be approved.

2.6.14 Facilities for Safekeeping and Eating Area (Mess Room) for workers

The Principal Contractor shall provide facilities for safekeeping. The structure should be suitable for use and adverse for all weather conditions.

2.6.15 Transport of Workers

The Principal Contractor shall refer and comply with the requirements set in the National Road Transport Regulations, 2000. The Principal Contractor shall, and not be limited to:

- Not transporting persons together with goods or tools unless there is an appropriate area or section to store them.
- Not transport persons in a non-enclosed (top) vehicle, e.g. truck, there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Not transporting workers on the back of open bakkies.
- Provision of a serviced portable fire extinguisher in vehicles at all times.

2.7 OCCUPATIONAL HEALTH

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem, and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing.;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin.

2.7.1 Medical Service (Pre/Periodic/Exit)

The Principal Contractor shall ensure that **all employees** are in position of valid medical examination certificates and certified fit for duty. The medical examinations must be conducted in the form of Annexure 3 by an Occupational Health Practitioner as stipulated by Construction Regulations 2014 and fitness certificates must be kept in the SHE File.

2.7.2 HIV/Aids Programme

CDC commits itself to providing guidance and leadership in the implementation of HIV and AIDS, TB and Sexually Transmitted Infections (STI) programmes by all stakeholder organisations. It is a requirement that Principal Contractors shall provide HIV/Aids awareness training and roll out an HIV/Aids Programme for all employees by the appointed HIV/AIDS and STI Coordinator.

The HIV/Aids Awareness Programme Requirements:

- Male condom dispensers, sufficient male condom available and is it placed in high trafficked areas.
- All types of HIV/Aids related posters displayed in a high trafficked area and in a good condition.
- HIV/Aids Awareness workshops/tool box talk
- HIV/Aids Prevention Measures
- HIV/Aids Care and Support
- Free voluntary HIV testing

No Principal Contractor shall require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing. All Personnel must be encouraged to undertake voluntary testing. Voluntary Testing and Counselling (VCT) must be encouraged by all Principal Contractors.

2.8 PANDEMIC/ENDEMIC DISEASES E.G. COVID-19

Construction sites operating during the Pandemic/Endemic diseases need to ensure they are protecting their workforce and minimising the risk of spread of infections. This includes an establishment if all employees are fit for works with no symptoms, it considering how

personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site.

This project specific construction health and safety specification is intending to introduce consistent control measures on the construction site that will be in line with the Government's recommendations and ensure employers and individuals make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. Principal Contractor should take lead to ensure the requirements are implemented. However, it will be very critical that the PC shall make provisional sums for such situation to avoid delays to the project.

2.9 PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts and conditions or non-compliance with the PCs OHS Plan; neither the PC nor any other Principal Contractor or Contractor shall have a claim for extension of time or any other compensation. In cases of any **repetitive non-conformances**, the non-conforming party shall be penalised.

All penalties shall be communicated to the Principal Contractor and the relevant Project Team Members should they be issued. The Principal Contractor will be expected to confirm receipt of such penalty/ies. The total fine amount as per penalties issued shall be tabled in the site meeting for noting purposes. All issued penalties shall be deducted from the Certified Certificates submitted by the Principal Contractor.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of basic PPE supplied	PPE not supplied	Principal Contractor working without OHS Plan approval
Non completion of registers for plant and equipment on site	Principal Contractors did not sign the records	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS Method Statements / SWP / HIRA	Non provision of signage
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous inspection and not addressed within the agreed time frame	Allow people to work with no proof of medical fitness certificate
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Poor Housekeeping	Failure to maintain housekeeping

		Principal Contractor working without Endemic/Pandemic diseases HS Plan approval
--	--	--

2.10 CLOSE - OUT REQUIREMENTS

Upon completion of the project, the Principal Contractor shall submit a well-documented consolidated SHE File (to be in electronic form) to the appointed CDC SHE PM, confirming the SHE history of the project. The closeout SHE File is expected within 21 days of practical completion.

The following **summary** of information is required in the file, but not limited to:

- Completed SHE File
- Letter of good standing
- Appointments/agreements
- Notification/Permit certificate
- SHE inspection/audit reports
- Records of training
- Registers, certificates, and manuals
- Records of incidents/accident
- WCA Claims
- Total Man-hours and DIFR
- Environmental rehabilitation status
- Copies of Medical Certificates of all employees that worked on the project.
- SHE Non conformances (current/outstanding)
- Copies of all Hazardous Waste Disposal Certificates

Handover of the consolidated SHE File can only commence once all personnel has been demobilized and nil man-hours are recorded on site. All Contractors accountable to the PC are expected to complete and submit their close-out SHE Files upon completion of their work to the appointed CHSA for approval prior to leaving the construction site. The CDC SHE PM will evaluate the SHE performance of the Principal Contractor i.e. compliance, performance, quality and refer in a cover letter which will be added to the Principal Contractors consolidated file.

ANNEXURE A

Acknowledgement:

I, _____ representing

_____ Principal Contractor have
satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) and
shall ensure that the personnel and other people visiting site comply with all relevant obligations
in respect thereof.

Signature of Principal Contractor

Date

Signature of /Client/Agent

Date

Comments:

APPENDIX D2 - BASELINE RISK ASSESSMENT



Baseline Risk Assessment:

**BASELINE RISK ASSESSMENT FOR THE
NDPW INFRASTRUCTURE PROJECTS IN
VARIOUS PROVINCE ACROSS THE COUNTRY**

Risk Assessment N^o
COEGA-SBU-BRA-058-24

Classification: Public

11 July 2024



DOCUMENT INFORMATION SHEET

Title of Document : *Baseline Risk Assessment*

Type of Document : *Baseline Risk Assessment for the NDPW Infrastructure projects in various Province across the Country*

Document Number : *CDC-SBU-SPC-058-24*

Prepared by : *Siseko Gwavu*

Typed by : *Siseko Gwavu*

Business Unit : *SBU*

Prepared for : *Bidders*

Date of Issue : *11 July 2024*

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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the Coega.

PROJECT NAME : *Baseline Risk Assessment for the NDPW Infrastructure projects in various Province across the Country*

DOCUMENT TITLE : *Baseline Risk Assessment*

DOCUMENT No. : *CDC-SBU-BRA-058-24*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 11 July 2024	Name: Siseko Gwavu Signature: <small>Digitally Signed by: Siseko Gwavu SHE Programme Manager 7c54b8f6-e79c-49c9-b0fa-92fb296ce62 IP Address: 10.0.30.81 Date: 2024/07/22 1:52:48 PM</small>	Name: Siyabulela Mabi Signature: <small>Digitally Signed by: Siyabulela Mabi d0872682-5106-4ae5-8c5e-6fa0aebc7652 2024/07/22 5:39:51 P</small>	Name: Simphiwe Silwana Signature: <small>Digitally Signed by: Simphiwe Silwana Sustainability Manager: HSE & Social Impact d94c9186-b4f9-4805-8512-de16421e38bc IP Address: 10.0.56.29 Date: 2024/07/23 7:47:53 AM</small>
Distribution:	Coega Development Corporation		

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CLIENT: NATIONAL DEPARTMENT OF PUBLIC WORKS INFRASTRUCTURE (NDPWI)

PROJECT: NDPW INFRASTRUCTURE PROJECTS IN VARIOUS PROVINCES ACROSS THE COUNTRY

IMPLEMENTING AGENT (IA): COEGA DEVELOPMENT CORPORATION

CLIENT CONSTRUCTION BASELINE RISK ASSESSMENT

The intended scope of works is entailed in the RFP document, mainly focusing on the intended construction work of infrastructure in various Provinces across the Country. The works order entails of construction, repairs, maintenance, refurbishments, additions, upgrades, renovations of infrastructure across the provinces i.e. **EC, FS, NC, NW, WP, GP, MP**. The scope will include the following activities but not limited to –

Site Area

- Site Establishment inclusive of separating construction area with the operations of the activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting

Excavation Works

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Digging of trenches
- Backfilling of trenches

Building Works

- Demolition of some existing structures
- Brick and plastering work
- Glazing
- Joinery
- Working on heights
- Electrical installation
- Mechanical installation
- Handling of Asbestos Roof Sheeting and products (where applicable).

Plants/Equipment

- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

The risk profile is identifying the key areas of risk exposure that the Implementing Agent is highlighting to be considered by the respective Designers and Contractors as part of the construction, design, or operations of the units: The item on the risk profile are linked and a legal framework for compliance to such have been identified in the controls and SHE specification but not limited to:

- Constructing in a green or brown fields area within the Provinces
- Consideration of the environmental impact assessment to be prioritize especially on green fields
- Protection of species to be implemented e.g., flora, fauna etc
- Inclement weather conditions
- Exposure to moving equipment and interaction with other contractors
- Earth works and excavations
- Exposure to hot sources
- Dust, noise, vibration exposure
- Manual handling & related ergonomic stressors
- Working at heights, structural frame erections and roof sheeting
- Lifting and lowering operations
- Grinding and cutting operations
- Electrical and mechanical installation
- Handling and storage of chemicals
- Ventilation limitations
- Illumination limitations
- Heat and Fire exposure

- Stacking and racking exposure
- Waste exposure and handling
- Safe walks and driveways onsite
- Commissioning risk exposures

The risks identified in this assessment relates to the IA's duties, the Designers and Contractors appointed on these projects will be required to develop a detailed baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works

No	Processes	Potential Hazards	Risk
	Lack of SHE planning and implementation	Not prioritizing SHE requirements at the appropriate stage of the project by internal and external teams	Negative impact on the client, possible cost implication for the identification of changes as required from an SHE compliance requirement. Project delays and legal liability
		Late of CHSP representatives for the project	Legal liability as a result of the risk not being adequately identified, managed and controlled on the project
		No pre-construction SHE management approvals conducted	Legal non-conformances and project delays resulting into cost implication
	Known/unknown services for water, electricity and sewer	Electrocution, sewer/water leaks	Disruptions to the project, shock, burns, death,
	Lack of geotechnical soil information knowledge	Excavations collapse and incorrect design rational used	Injuries, fatal, structural faults and property damages
	Poor management of social -economic risks	Exposure to unrest, crime on site	Injuries, damages and theft

No	Processes	Potential Hazards	Risk
	Access and transport on and to site	Unsafe transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accident and fatalities. Personal injuries of non-construction workers due easy unauthorized access.
	Site camp erection & dismantling	Rigging – off loading- placement of containers and machinery	Falling objects - Sliding objects Cuts and lacerations – crush injuries
	Off-loading equipment, machinery, materials	Manual rigging and crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
	Stacking & Storage	Moving storage or stacks (pipes, bricks)- picking off stacks	Falling objects or machinery- crush injuries
	Bush Clearing	Moving machinery, dust, and noise nuisance, snakes etc	Accidents, dust inhalation and NIHL, bites
	Protected flora and fauna	Illegal hunting of species or removal of red listed, as per the environmental legislations	Environmental non-conformance
	Grubbing and aggregate placement	Mobile plant and truck movement dust	Crush accidents- dust inhalation
	Layer earth works	Transportation, traffic control	Motor vehicle accident and fatalities
		Use of compaction plant	Crush injuries- noise - vibration
	Dust exposure	Construction activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site

No	Processes	Potential Hazards	Risk
	Noise exposure	Construction activities generating noise	Noise induce hearing loss
	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
	Exposure to radioactive source	Exposure and use to radioactive source	Acute radiation
	Excavation works.	Working inside unsafe excavations, no barricading to prevent employees from falling into excavation, signage displayed – lack of warning indicator	Falling into excavation, deaths, serious injuries. Excavation collapse
	Pipe laying and road works	Unsafe lifting and lowering into excavations, mobile plant operations, dust, open excavations	Falling loads, falling into excavations, dust inhalation
	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping within the districts	Construction rubble polluting the environment, illegal dumping
	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to fatal injuries
	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer etc
	Temporary Flammable Stores	Inadequate temporary flammable store,	Fire risk resulting into property damage and injury to people

No	Processes	Potential Hazards	Risk
	Hauling of vegetation and soil material	Unauthorized clearing of vegetations and soil material, illegal dumping without approval by Agent and the CDC.	Pollution into the environment, illegal dumping
	Mobile plant operations	Mobile plant and truck movement	Accidents/Incidents
	Concrete works	Handling cement, concrete, heavy objects	Skin, eye chemical insult, ergonomic strain
	General construction work, brick laying, carpentry etc	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure –ergonomic strain –electrical shock - fire
	Temporary work operations.	Collapse, incorrect temporary works erections Wind affecting the temporary work structures	Serious injuries- multiple persons- fatality
	Construction in operation	Hazardous activities and construction vehicle exposures, open trenches	Injuries to members of the public or community and users
	Structural steel erection	Ergonomic hazards Collapse Wind risk during erection affecting the material handling & temporary work structures Fall risks, drop risks	Strains Serious injuries- multiple persons- death
	Installation of Roofing, Ceiling	Ergonomic hazards Collapse of structure	Strains Serious injuries- multiple persons- death

No	Processes	Potential Hazards	Risk
		Wind risk affecting the material handling of roof- and cladding sheets Fall risks, drop risks	
	Public Health and Safety, constructing at an operational area	Construction to be separated from the members of the public, construction material falling from heights, obstructing path and walk ways, unsafe site conditions	Scratches, fractures, skin, eye, respiratory impact, falls,
	Working at heights, placement of windows and air vents	Ergonomic hazards Collapse Wind risk affecting material handling of roof- and cladding sheets	Strains Serious injuries- multiple persons- fatality
	Electrical work.	Unsafe electrical exposure	Electrocution, Fatality, damage to property due to fire
	Mechanical works	Unsafe mechanical exposure	Entanglement, serious injuries
	Use of ladder	Collapsing –fall -drop	Severe injury- fatality
	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness

No	Processes	Potential Hazards	Risk
	Demolition work. If required due to inadequate building quality	Exposure to unknown hazardous sources, structural collapse	Severe injury and fatality
	Community unrest	Unforeseen unrest from community members	Property damage, project delays
	Road usage and cleaning	Unsafe constructive vehicle operations,	Injuries to pedestrians and members of the public.
	Laydown areas	Delivery of construction material and equipment to site, incorrect storage of equipment's and material	Obstruction for operations and damaged to existing infrastructure
	Painting	Usage of paint and painting at heights	Fume inhalation, falling from heights

ANNEXURE B

Acknowledgement:

I, _____ representing _____ Principal Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date

APPENDIX E - EMPLOYMENT RELATIONS POLICY

APPENDIX F - PLANNING SPECIFICATION FOR CONTRACTORS



Planning Document:

**Planning Specifications For
Contractors.**

Report Nº

CDC-CG-SPC-001-17

01 November 2017

DOCUMENT INFORMATION SHEET

Title of Document : *Planning Specifications for Contractors*
Type of Document : *Planning Document*
Report Number : *CDC-CG-SPC-001-17*
Prepared by : *Duaine Moroney*
Typed by : *Duaine Moroney*
Business Unit : *IDZ Infrastructure Programme (IIP)*
Prepared for : *CDC*
Date of Issue : *01 November 2017*

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PROJECT NAME : *CDC Planning Specifications*

DOCUMENT TITLE : *Planning Specifications for Contractors*

DOCUMENT No. : *CDC-CG-SPC-001-17*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 13 October 2017	Name: Duaine Moroney	Name: Hennie van der Kolf	Name: Maria van Zyl
	Signature:	Signature:	Signature:

Distribution:	CDC
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REVISION CHART

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Date:	Signature:	Signature:	Signature:
Distribution:			

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Basis Of Schedule (Planning Document)

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1. CIDB Grading 1-3

1.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

1.2 General

1.2.1 The Contractor shall comply with the requirements of this Attachment.

1.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

1.2.2.1 Standard Schedule Layout

1.3 Planning and Construction Programme

1.3.1 Submission

1.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

1.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the tender documents. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native (soft copy) file format.

1.3.2 Activities

1.3.2.1 The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

1.3.2.2 Be an activity of work, not a piece of equipment;

1.3.2.3 Be readily measurable for progress;

1.3.2.4 Express the logical progression of the work;

1.3.2.5 Be suitable for critical path and dependency networking;

- 1.3.2.6 Be continuous from start to finish;
- 1.3.2.7 Generally be of a single “trade” or work content;
- 1.3.2.8 The sum total of all activities shall equate the work under the Contract.

1.3.3 Logic and Sequencing

The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

- 1.3.3.1 Duration of each activity;
- 1.3.3.2 Early start, early finish and total float of each activity;
- 1.3.3.3 Activities that lie on the critical path(s) as determined by the network;
- 1.3.3.4 Precedence relationships (logic) between activities;
- 1.3.3.5 Dates for submissions to the Employer of documents requiring review;
- 1.3.3.6 Subcontractor tendering, award and mobilisation processes;
- 1.3.3.7 Activities to be completed by others which may affect the timely completion of the Works including;
- 1.3.3.8 Issue of information, materials or equipment for use or incorporation in work;
- 1.3.3.9 Activities, dependent upon any other contractor engaged by the Employer; or
- 1.3.3.10 Review time for required documentation such as specifications, drawings, procedures and calculations.
- 1.3.3.11 Tie in activities to existing services and utilities;
- 1.3.3.12 Statutory approval dates;
- 1.3.3.13 Date for access to the Site;
- 1.3.3.14 Date for access to follow-on contractors;
- 1.3.3.15 Date for Key Events and Milestones;
- 1.3.3.16 Date for Practical Completion of the Works or each Separable Portion;
- 1.3.3.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;
- 1.3.3.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;
- 1.3.3.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

1.3.3.20 Off Site and on Site activities shall be clear and identifiable;

1.3.3.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

1.3.4 Equipment allocation

1.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities

1.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

1.3.5 Construction Programme Commodities

1.3.5.1 The Construction Programme site activities shall be loaded with applicable commodity quantities.

1.3.5.2 The Employer utilises the following commodities;

1.3.5.2.1 Concrete (m³)

1.3.5.2.2 Mechanical Equipment (t)

1.3.5.2.3 Platework (t)

1.3.5.2.4 Structural Steel (t)

1.3.5.2.5 Pipework (m) & Diameter Inch's (Inch)

1.3.5.2.6 Electrical and Communication Cables (m)

1.3.5.2.7 Electrical & Instrumentation Terminations (Qty)

1.3.6 Approval of Construction Programme

1.3.6.1 The Contractor shall submit the proposed baseline Construction Programme including a native (soft copy) copy of the programme.

1.3.6.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

1.3.7 Revisions to the Construction Programme

1.3.7.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

1.3.7.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

1.3.7.3 A variation is issued which affects the Construction Programme;

-
- 1.3.7.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or
- 1.3.7.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.
- 1.3.7.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 1.3.7.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 1.3.7.8 Demonstrating that the deviation does not constitute a delay; or
- 1.3.7.9 Providing a course of action to remedy the deviation.
- 1.3.7.10 The revised Construction Programme shall clearly indicate the following:
- 1.3.7.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 1.3.7.12 The revision number and date of issue of the revised Construction Programme.
- 1.3.7.13 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 1.3.7.14 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.
- 1.3.7.15 Supplementary Schedules and Programmes
- The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

1.3.8 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

1.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

1.4.1 Progress Reporting

- 1.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 1.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 1.4.1.2.1 The Construction Programme "baseline" activity bar.
 - 1.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 1.4.1.3 Deviations from the 'baseline' Construction Programme will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 1.4.1.4 Overall Schedule.

1.4.2 Progress Monitoring and Corrective Action

- 1.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 1.4.2.1.1 Percentage complete;
 - 1.4.2.1.2 Forecast completion date;
 - 1.4.2.1.3 Deviations from the baseline programme; and
 - 1.4.2.1.4 Actions required remedying any deviations.
- 1.4.2.2 Progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative.

1.4.3 Monthly Status Report (Planning Aspects Only)

- 1.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 1.4.3.2 The report shall include but not be limited too:
 - 1.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

-
- 1.4.3.2.2 Progress against the approved Construction Programme;
 - 1.4.3.2.3 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 1.4.3.2.4 Status of approvals;
 - 1.4.3.2.5 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 1.4.3.2.6 Summary of work activities planned for the following period;
 - 1.4.3.2.7 Cash flow status versus the original forecast and;
 - 1.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

2. CIDB Grading 4-6

2.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

2.2 General

2.2.1 The Contractor shall comply with the requirements of this Attachment.

2.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

2.2.2.1 Standard Schedule Layout

2.2.2.2 S-Curve

2.3 Planning and Construction Programme

2.3.1 Submission

2.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

2.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

2.3.1.3 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

2.3.1.4 Be an activity of work, not a piece of equipment;

2.3.1.5 Be readily measurable for progress;

2.3.1.6 Express the logical progression of the work;

- 2.3.1.7 Be suitable for critical path and dependency networking;
- 2.3.1.8 Be continuous from start to finish;
- 2.3.1.9 Generally be of a single “trade” or work content;
- 2.3.1.10 Be fully resourced; and
- 2.3.1.11 The sum total of all activities shall equate the work under the Contract.

2.3.2 Logic and Sequencing

- 2.2.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:
 - 2.3.2.1 Duration of each activity;
 - 2.3.2.2 Early start, early finish and total float of each activity;
 - 2.3.2.3 Activities that lie on the critical path(s) as determined by the network;
 - 2.3.2.4 Precedence relationships (logic) between activities;
 - 2.3.2.5 Dates for submissions to the Employer of documents requiring review;
 - 2.3.2.6 Subcontractor tendering, award and mobilisation processes;
 - 2.3.2.7 Activities to be completed by others which may affect the timely completion of the Works including;
 - 2.3.2.8 Issue of information, materials or equipment for use or incorporation in work;
 - 2.3.2.9 Activities, dependent upon any other contractor engaged by the Employer; or
 - 2.3.2.10 Review time for required documentation such as specifications, drawings, procedures and calculations.
 - 2.3.2.11 Tie in activities to existing services and utilities;
 - 2.3.2.12 Statutory approval dates;
 - 2.3.2.13 Date for access to the Site;
 - 2.3.2.14 Date for access to follow-on contractors;
 - 2.3.2.15 Date for Key Events and Milestones;
 - 2.3.2.16 Date for Practical Completion of the Works or each Separable Portion;
 - 2.3.2.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities
 - 2.3.2.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities

- 2.3.2.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;
- 2.3.2.20 Off Site and on Site activities shall be clear and identifiable;
- 2.3.2.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

2.3.3 Man-hour allocation

- 2.3.3.1 Scheduled Direct Labour Hours – Per Activity.

For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.

- 2.3.3.2 Direct Labour Hours – Total.

The total of the direct labour hours per week shall be calculated after activities have been resource levelled.

- 2.3.3.3 Direct Labour Workforce Histogram

The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

2.3.4 Equipment allocation

- 2.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities
- 2.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

2.3.5 Contractor 'S-Curve'

- 2.3.5.1 The Contractor shall submit progress S-Curves for the overall Contract
- 2.3.5.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.
- 2.3.5.3 The S-Curves shall be presented using the approved templates provided by the Employer.
- 2.3.5.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the monetary value of the phase.
- 2.3.5.5 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

2.3.6 Construction Programme Commodities

The Construction Programme site activities shall be loaded with applicable commodity quantities. Offsite fabrication of structural steel, plate work and spooling of pipework shall also be reported.

2.3.6.1 The Employer utilises the following commodities;

2.3.6.1.1 Concrete (m³)

2.3.6.1.2 Mechanical Equipment (t)

2.3.6.1.3 Plate work (t)

2.3.6.1.4 Structural Steel (t)

2.3.6.1.5 Pipework (m) & Diameter Inch's (Inch)

2.3.6.1.6 Electrical and Communication Cables (m)

2.3.6.1.7 Electrical & Instrumentation Terminations (Qty)

2.3.6.2 Commodity Curves shall be presented in the same format as the S-Curves.

2.3.7 Approval of Construction Programme

2.3.7.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.

2.3.7.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

2.3.8 Revisions to the Construction Programme

2.3.8.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

2.3.8.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

2.3.8.3 A variation is issued which affects the Construction Programme;

2.3.8.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

2.3.8.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

-
- 2.3.8.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 2.3.8.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 2.3.8.8 Demonstrating that the deviation does not constitute a delay; or
- 2.3.8.9 Providing a course of action to remedy the deviation.
- 2.3.8.10 The revised Construction Programme shall clearly indicate the following:
- 2.3.8.10.1 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 2.3.8.10.2 The revision number and date of issue of the revised Construction Programme.
- 2.3.8.11 The revised Construction Programme shall be accompanied by a revised S-Curve
- 2.3.8.12 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 2.3.8.13 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

2.3.9 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

2.3.10 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

2.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

2.4.1 Progress Reporting

- 2.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 2.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 2.4.1.2.1 The Construction Programme “baseline” activity bar.
 - 2.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 2.4.1.3 The progress ‘S-Curves’;
- 2.4.1.4 Deviations from the ‘baseline’ Construction Programme together with the ‘S-Curves’ will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 2.4.1.5 Overall Schedule.
- 2.4.1.6 2 week look ahead Schedule.

2.4.2 Progress Monitoring and Corrective Action

- 2.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 2.4.2.1.1 Percentage complete;
 - 2.4.2.1.2 Forecast completion date;
 - 2.4.2.1.3 Deviations from the baseline programme; and
 - 2.4.2.1.4 Actions required remedying any deviations.
- 2.4.2.2 Weekly progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer’s Representative. The Contractor’s Weekly Progress Report will be used as the discussion tool for the weekly progress meeting.

2.4.3 Monthly Status Report (Planning Aspects Only)

- 2.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 2.4.3.2 The report shall include but not be limited too:
- 2.4.3.3 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

-
- 2.4.3.4 Progress against the approved Construction Programme;
 - 2.4.3.5 Summary of progress achieved during the period using progress 'S-Curves';
 - 2.4.3.6 List of milestones achieved during the period;
 - 2.4.3.7 Status of design, procurement, off-site works, and construction;
 - 2.4.3.8 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 2.4.3.9 Status of approvals;
 - 2.4.3.10 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 2.4.3.11 Summary of work activities planned for the following period;
 - 2.4.3.12 Cash flow status versus the original forecast;
 - 2.4.3.13 The Progress Report shall be submitted for review prior to the monthly progress meetings.

3. CIDB Grading 7-9

3.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system.

3.2 General

- 3.2.1 The Contractor shall comply with the requirements of this Attachment.
- 3.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:
 - 3.2.3 Standard Schedule Layout
 - 3.2.4 S-Curve

3.3 Planning and Construction Programme

3.3.1 Submission

- 3.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.
- 3.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

3.3.2 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

- 3.3.2.1 Be at level 4;
- 3.3.2.2 Be an activity of work, not a piece of equipment;
- 3.3.2.3 Be readily measurable for progress;
- 3.3.2.4 Express the logical progression of the work;

- 3.3.2.5 Be suitable for critical path and dependency networking;
- 3.3.2.6 Be continuous from start to finish;
- 3.3.2.7 Be located in a single geographical area;
- 3.3.2.8 Generally be of a single “trade” or work content;
- 3.3.2.9 Be compatible with quality assurance plans;
- 3.3.2.10 Be fully resourced; and
- 3.3.2.11 Be capable of producing commodity based reports
- 3.3.2.12 The sum total of all activities shall equate the work under the Contract.

3.3.3 Logic and Sequencing

- 3.3.3.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:
 - 3.3.3.1.1 Duration of each activity;
 - 3.3.3.1.2 Early start, early finish and total float of each activity;
 - 3.3.3.1.3 Activities that lie on the critical path(s) as determined by the network;
 - 3.3.3.1.4 Precedence relationships (logic) between activities;
 - 3.3.3.1.5 Subcontractor tendering, award and mobilisation processes;
 - 3.3.3.1.6 Activities to be completed by others which may affect the timely completion of the Works including;
 - 3.3.3.1.7 Activities, dependent upon any other contractor engaged by the Employer; or
 - 3.3.3.1.8 Review time for required documentation such as specifications, drawings, procedures and calculations.
- 3.3.3.2 Tie in activities to existing services and utilities;
- 3.3.3.3 Statutory approval dates;
- 3.3.3.4 Date for access to the Site;
- 3.3.3.5 Date for access to follow-on contractors;
- 3.3.3.6 Date for Key Events and Milestones;
- 3.3.3.7 Date for Practical Completion of the Works or each Separable Portion;
- 3.3.3.8 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities;

- 3.3.3.9 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;
- 3.3.3.10 Off Site and on Site activities shall be clear and identifiable;
- 3.3.3.11 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

3.3.4 Construction Programme Resources

- 3.3.4.1 The Contractor shall submit histograms showing the direct labour required to complete the work under the Contract based on the approved Construction Programme.
- 3.3.4.2 The histograms shall be prepared from the schedule.
- 3.3.4.3 Equipment requirements / utilisation bar charts shall be submitted to the Employer for all Site plant and mobile equipment required to complete the work under the Contract.

3.3.5 Man-hour allocation

- 3.3.5.1 Scheduled Direct Labour Hours – Per Activity.
- 3.3.5.2 For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.
- 3.3.5.3 Direct Labour Hours – Total.
- 3.3.5.4 The total of the direct labour hours per week shall be calculated after activities have been resource levelled.
- 3.3.5.5 Direct Labour Workforce Histogram
- 3.3.5.6 The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

3.3.6 Equipment allocation

- 3.3.6.1 Special tools and mobile equipment shall be assigned to their respective activities
- 3.3.6.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

3.3.7 Contractor 'S-Curve'

- 3.3.7.1 The Contractor shall submit progress S-Curves for the overall Contract and each of the phases of the Contract.
- 3.3.7.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

- 3.3.7.3 The S-Curves shall be presented using the approved templates provided by the Employer.
- 3.3.7.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the dollar value of the phase.
- 3.3.7.5 All S-Curves shall be developed using the 'Earned Value Method'. This method applies a weighted value (WV) to all measurable components of the Works.
- 3.3.7.6 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

3.3.8 Construction Programme Commodities

- 3.3.8.1 The Construction Programme site activities shall be loaded with applicable commodity quantities. Commodity curves shall be produced for forecast installation and actual installation quantities from this data. Offsite fabrication of structural steel, platework and spooling of pipework shall also be reported.
- 3.3.8.2 The Employer utilises the following commodities;
 - 3.3.8.2.1 Concrete (m³)
 - 3.3.8.2.2 Mechanical Equipment (t)
 - 3.3.8.2.3 Plate work (t)
 - 3.3.8.2.4 Structural Steel (t)
 - 3.3.8.2.5 Pipework (m) & Diameter Inch's (Inch)
 - 3.3.8.2.6 Electrical and Communication Cables (m)
 - 3.3.8.2.7 Electrical & Instrumentation Terminations (Qty)
- 3.3.8.3 Commodity Curves shall be presented in the same format as the S-Curves.

3.3.9 Approval of Construction Programme

- 3.3.9.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.
- 3.3.9.2 Provided the Construction Programme is in accordance with this Attachment 10, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

3.3.10 Revisions to the Construction Programme

- 3.3.10.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

-
- 3.3.10.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;
- 3.3.10.3 A variation is issued which affects the Construction Programme;
- 3.3.10.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or
- 3.3.10.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.
- 3.3.10.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 3.3.10.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 3.3.10.8 Demonstrating that the deviation does not constitute a delay; or
- 3.3.10.9 Providing a course of action to remedy the deviation.
- 3.3.10.10 The revised Construction Programme shall clearly indicate the following:
- 3.3.10.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 3.3.10.12 The revision number and date of issue of the revised Construction Programme.
- 3.3.10.13 The revised Construction Programme shall be accompanied by a revised manning histogram and S-Curve with an additional data line called 'reforecast planned progress'.
- 3.3.10.14 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 3.3.10.15 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

3.3.11 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

3.3.12 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

3.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

3.4.1 Progress Reporting

- 3.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 3.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 3.4.1.2.1 The Construction Programme "baseline" activity bar.
 - 3.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 3.4.1.3 The progress 'S-Curves';
- 3.4.1.4 Direct Manning Histograms;
- 3.4.1.5 Deviations from the 'baseline' Construction Programme together with the 'S-Curves' will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 3.4.1.6 Overall Schedule.
- 3.4.1.7 2 week look ahead Schedule.

3.4.2 Progress Monitoring and Corrective Action

- 3.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 3.4.2.1.1 Percentage complete;
 - 3.4.2.1.2 Forecast completion date;
 - 3.4.2.1.3 Manning histograms showing actual and forecast versus baseline figures;

- 3.4.2.1.4 Deviations from the baseline programme; and
- 3.4.2.1.5 Actions required remedying any deviations.
- 3.4.2.2 Progress reviews shall be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative. The Contractor's Progress Report will be used as the discussion tool for the progress meeting.

3.4.3 Monthly Status Report (Planning Aspects Only)

- 3.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 3.4.3.2 The report shall include but not be limited too:
 - 3.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.
 - 3.4.3.2.2 Progress against the approved Construction Programme;
 - 3.4.3.2.3 Summary of progress achieved during the period using progress 'S-Curves' for each of the PCS elements;
 - 3.4.3.2.4 List of milestones achieved during the period;
 - 3.4.3.2.5 Status of construction;
 - 3.4.3.2.6 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 3.4.3.2.7 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 3.4.3.2.8 Summary of work activities planned for the following period;
 - 3.4.3.2.9 Cash flow status versus the original forecast;
- 3.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

APPENDIX H - SMME SPECIFICATION



SMME SPECIFICATION

SMME UNIT

26 March 2025



DOCUMENT INFORMATION SHEET

Title of Document : SMME SPECIFICATION
Type of Document : SPECIFICATION FOR THE EMPLOYMENT OF
SMME SUB-CONTRACTORS
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Prepared by : SMME UNIT TECHNICAL TEAM
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Prepared for : CDC SEZ AND EXTERNAL PROGRAMMES
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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the CDC.

PROJECT NAME : COEGA INDUSTRIAL DEVELOPMENT SEZ AND EXTERNAL PROGRAMMES

DOCUMENT TITLE : SPECIFICATION FOR THE EMPLOYMENT OF SMME SUB-CONTRACTORS

DOCUMENT No. : SES 003 - 2025

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

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Distribution:	CDC
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SMME SPECIFICATION

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ACRONYMS

CDC	=	Coega Development Corporation (Pty) Ltd
CIDB	=	Construction Industry Development Board
EM	=	Executive Manager (CDC)
EMEs	=	Exempted Micro Entreprises
FIDIC	=	Fédération Internationale Des Ingénieurs-Conseils
GCC	=	General Conditions of Contract
IP	=	Implementing Agent
JBCC	=	Joint Building Contracts Committee Building Agreement
MT	=	Management Team
NEC	=	New Engineering Contract
PA	=	Principal Agent
PrDir	=	Programme Director (CDC)
PrMn	=	Programme Manager (CDC)
PM	=	Project Manager (CDC)
QSEs	=	Qualifying Small Enterprises
SARS	=	South African Receiver of Revenue
SCM	=	SMME Construction Mentor
SES	=	Specification for Employment of SMME sub-contractors
SMEs	=	Small and Medium Enterprises
SMME	=	Small, Medium and Micro Enterprise
SOT	=	SMME Operation Template

D1 INTRODUCTION

This document contains the specification that governs the procurement of SMMEs as Sub-Contractors on CDC projects. It is one of the methods that are implemented to enhance the development of SMMEs by CDC. This document is binding to the Principal Contractor and is designed for the execution of CDC projects.

D2 APPLICABLE DOCUMENTATION

This Specification is to be read together with following applicable documents:

- (a) Any applicable form of contract used between the Principal Contractor and CDC (JBCC, NEC, GCC and FIDIC)
- (b) Tender Document for the appointment of the Principal Contractor;
- (c) Preferential Procurement Policy Framework Act (PPPFA);
- (d) CDC's SMME Policy;
- (e) CDC's Procurement Policy & Procedure; and
- (f) CIDB's Code of Conduct for all parties engaged in construction procurement.
- (g) The CIDB NCDP framework Practice Note 29: Allocating Sustainable Work Opportunities to Contractor Development Programmes
- (h) CIDB Regulations
- (i) CIDB Inform Practice Note 32 (Application of potential emerging status)

D3 APPLICABLE FORMS

These forms are applicable for implementation of this Specification:

Procurement/ Phase 1

- (a) **SMME 003** SMME Packages Schedule
- (b) **SMME 004** SMME Request Form

Monthly Reporting/Phase 2

- (c) **SMME 005** SMME Manager Monthly Report – SMME SED

Close Out/Phase 3

- (d) **SMME 006** SMME Certificate of Experience

D4. THE SCOPE

This specification governs the procurement of SMME subcontractors on all CDC Projects.

D5. THE DEFINITIONS AND INTERPRETATIONS

For the purposes of this of the Specification, the definitions given in the relevant form of contract used either between the Principal Contractor and the CDC or the Principal Contractor and SMME, other project specifications, together with the following additional definitions shall apply:

“Agreement”: Shall have the meaning assigned thereto in the relevant form of contract;

“Contract Value”: A monetary value that initially is equal to the contract sum that is subject to adjustment;

“Direct Contractor”: A party appointed directly by the employer to do specialist work on site prior to practical completion;

“Domestic Subcontractor”: are specialists and other subcontractors executing work or supplying and fixing any goods and who are selected by the contractor;

“Nominated Subcontractor”: are specialist and other subcontractors executing work or supplying and fixing any goods who may be nominated by the Principal Consultant

"Management Team (MT)": A team that is set up for the contract by the CDC Project Manager, consisting of the Principal Contractor, the Project Quantity Surveyor, the Engineer/Principal Agent, a delegated person from the CDC SMME Unit (PM/PrM, Procurement Representative and Technical Manager) and CDC Project Manager. The function of the MT will be to consult regarding the management of the subcontracts involving SMMEs. The MT will also evaluate the Principal Contractor's performance regarding the goals set for SMME involvements. The CDC Project Manager and the CDC SMME UNIT representative are to decide on the party to chair and lead the MT. Proper minutes of these meetings will be taken by the Principal Agent;

“Selected Subcontractor”: are specialists and other subcontractors executing work or supplying and fixing any goods who may be selected by the contractor in consultation with the Principal Consultant;

“SMME Unit”: Supporting structure provided by the CDC to monitor the procurement and work of SMMEs and provide limited mentoring (business management) services directly to SMME's;

SMME Construction Mentor: Person/support priced for in the project budget by the Principal Contractor, administered through the Principal Contractor to guide, assist and mentor all eligible potential SMMEs tendering and awarded a contract as SMME Subcontractors as per section D of this Specification;

Small, Medium and Micro Enterprises: A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996), providing a Commercially Useful Function as provided in the CDC Procurement Procedures policy;

“Specification” means this document containing the CDC’s specifications for the utilisation of SMMEs on all CDC projects;

Sub-contractor: A contractor who is subcontracted with the Principal Contractor to provide works as part of the total services required by the CDC for that Contract;

SMME Work Allocation: Specified work identified for execution by SMMEs. The identifiers are CDC, Principal Contractor and the PSP;

Training: The process of providing an SMME Contractor with theoretical and practical work allocation specific education as agreed to by the Principal Agent and Contractor;

Guidance: The process of advising an SMME Contractor, in writing regarding the appropriate execution of work bundles in part or whole;

Monitor: To check, correct and oversee the orderly and appropriate execution of the works, as well as the overall assessment of all aspects of the SMME development programme

D6. EMPLOYMENT OF SMMEs

D6.1 SMME Targets

Thirty Five Percent (35%) of the tender value (excluding socio-economic value, escalation, contingency, EPWP allowance (if applicable), and **Value-Added Tax (VAT)**) must be executed by SMMEs. Ten percent (10%) of the committed percentage will be earmarked for designated groups i.e. Women-owned businesses, Youth-owned businesses, Rural/township-based businesses, Military veteran-owned businesses (requisite Military Number confirmed by the Department of Military Veterans), and people living with disabilities(a letter of confirmation from a medical professional is required). It becomes compulsory for the Principal Contractor to achieve this target once committed. The Principal Contractor’s performance against this target will be monitored

monthly through the submission of the mandatory SMME Manager's Monthly Report through monthly form submission (SMME 005).

D6.2 Definition of SMME

A **SMME** is defined as follows:

- (a) A targeted enterprise;
- (b) A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996);
- (c) An entity which must have an active registration status with the **CIDB**, targeted CIDB Grade designations 1 to 6;
- (d) An entity which must be at least 51% black-owned and managed, **and**
- (e) A local entity. Depending on where the site of the CDC project is located, then locality will be judged on a sliding scale, with the **immediate local municipality preferred, followed by the district municipality and then the Province in which the project is located.** .

D6.3 Targeted SMME Participation

The Principal Contractor's SMME participation goal is to be achieved by employing entities in the following categories:

- (a) Built Environment Works; and
- (b) Specialist service providers (e.g. Mechanical, HVAC, Structural Steel, Electrical etc.).

For Built Environment Works, the below mentioned goals are to be achieved:

Description	Thirty Percent Participation target Split	Five SMME Targeted Enterprise
Built Environment Works	35%	EME's - Must be at least 51% black-owned and managed. 10% of the 35% will be set aside for designated groups (Women-owned businesses, Youth-owned businesses, Rural/township-based businesses, Military veteran-owned businesses (requisite Military Number confirmed by the Department of Military Veterans), and people living with disabilities (a letter of confirmation from a medical professional is required)).
TOTAL	35.00 %	

D6.4 Contracting Process

After the Award of the Contract, the Principal Contractor will have to start the process as stipulated in this Specification for the involvement of SMMEs to achieve its tendered SMME Participation Goal. This contracting process for subcontracting SMMEs must be completed in accordance with the detailed construction programme of the Principal Contractor for the various works as to ensure momentum of the contract works at all times. The Principal Contractor shall take due cognisance to also programme this SMME contracting process in its detailed construction programme.

- (a) The Principal Contractor must undertake the following tasks in approximately the order given below:
 - (i) Complete and submit the schedule of work(s) to be performed by SMME(s) using form **SMME 003A and B** (attached under [Appendix A](#)) which is to be directly submitted to the SMME Unit by the SMME Construction Mentor when the Principal Contractor submits the detailed construction programme as per the letter of appointment or award.
 - (ii) Start and complete the tender or quotation process in consultation with the MT.
 - (iii) Submit to the SMME Unit the subcontract agreement for review before signing with the SMME.
 - (iv) Sign a subcontract agreement for each work activity with the successful SMMEs;
 - (v) Mentor and monitor the SMME Subcontractors and their work output and quality;
 - (vi) Issue a Certificate of Experience to each Subcontractor;
 - (vii) Go through the tender and appointment phase for replacement SMMEs in the event of termination of an SMME Subcontractor due to failure by them to perform.
- (b) Before the SMME tender phase, the Principal Contractor in consultation with the SMME Unit, shall be responsible for identifying:
 - (i) the scope and extent of the works to be included in any particular SMME subcontract
 - (ii) the total number of subcontracts to be used;
 - (iii) the time at which subcontracts will be used; and
 - (iv) the duration of the subcontract;
- (c) in such a manner as will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as are stated in or as may reasonably be inferred from the conditions of this Specification, due cognisance being taken of:
 - (i) the training and assistance to be provided to the SMMEs in terms of this Specification;
 - (ii) the period allowed in the Appendix to Tender for completion of the contract works in accordance the approved detailed programme of works

- (iii) all constraints and conditions contained in this Specifications, as may impact upon the subcontract.

D7 IDENTIFICATION OF SMME's TO PARTICIPATE AS SMME SUBCONTRACTORS

As an on-going process, the CDC has established a database for all interested businesses to register their interest to work in CDC projects using form available from the CDC's SMME Unit offices or the CDC's website. The CDC then encourages all interested businesses to be assessed and graded according to their sector/industry, specialisation and capabilities through the CIDB. The SMME Unit can assist SMMEs during this process. SMMEs that are in the grading process are graded and captured in CDC's special database called the SMME Supply Pool which supplies the SMMEs to service providers that are looking to employ SMMEs in CDC projects. SMMEs will also be encouraged to keep updating their data (grades and contact details) on this database using form which is available on request from the SMME Unit offices.

The Principal Contractor shall employ SMME subcontractors to the extent specified in the tender Goal Declaration under functionality, or as negotiated with the CDC upon award. The participation level is determined relative to the value of the Accepted Contract Amount, or as adjusted, excluding Contingencies, Contract Price Adjustment Provisions, socio-economic deliverables and Value Added Tax.

- D7.1** The Principal Contractor must request a list of SMMEs from the SMME Unit Office using form **SMME 003 and 004** attached as **Appendix B**.
- D7.2** Within two working days, the SMME Unit will forward the list of SMMEs with their contact person, numbers, and CIDB grades. The Principal Contractor will only invite SMMEs on the list. Any problems encountered during invitation should be reported back to the SMME Unit or the MT before the Site Inspection Meeting (sometimes referred to as the Mandatory meeting).

D8. IDENTIFICATION OF WORK TO BE PERFORMED BY SMME's

D8.1 Tender Stage

The tenderers must, during the tendering stage identify works in accordance with the functionality criteria that can be performed by SMMEs in order to achieve the SMME Participation Goal.

D8.2 Construction Stage

During Construction phase, the Principal Contractor or CDC may identify additional work to be performed by SMMEs above those committed to under functionality. This additional work will also follow the same specification in terms of scheduling and procuring SMMEs for such work.

The Principal Contractor will note that all work measured in the Bills of Quantities is the Principal Contractor's sole responsibility.

The SMMEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by the CDC before tender or approved by the MT during construction.

The Principal Contractor will mentor, supervise and manage the SMME work at all times to ensure compliance with the specifications and drawings. The Principal Contractor shall provide support for SMME contract administration and shall ensure that SMME monthly reports are reviewed, collated and verified by the Principal Contractor before onward submission to the CDC SMME Unit.

D9. TENDER PROCESS FOR SMME's

The tendered SMME Packages Schedule must be registered in form **SMME 003** where after the Principal Contractor will start with procurement of SMMEs to partake in the tendering or quotation process.

SMMEs sourced through a competitive process in conjunction with the SMME Unit and the MT shall not be considered as Nominated Subcontractors unless specifically directed by the CDC.

The following process must be followed by the Principal Contractor unless agreed otherwise with the MT:

D9.1 Tender invitation

A minimum of 6 (six) SMMEs are to be invited for each subcontract to be performed by SMMEs. The Principal Contractor will request the SMME list from SMME Unit using SMME 003 and 004 forms.

The CDC database of registered enterprises is to be used to solicit tenders. Any other SMME(s) that are not registered (or have applied to be registered) on this database will not be eligible for work.

D9.2 Compilation and issue of tender documents

The Principal Contractor shall compile the tender documents (Brief Description, TGP Spec (CRS Number, Original Tax Clearance Certificate, BBBEE Certificate), Contract Wage Schedule –of the Principal Contractor, Contract data, Bill of Quantities, Specification and drawings) in such a manner that it will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as stated in or as may reasonably be inferred from the conditions of this Specification.

All tender documentation shall be issued by the Principal Contractor with all copies of tender documents compiled for the various SMME work packages. The tender or quotation document will be issued to invited SMMEs at NO EXTRA COST and the Principal Contractor is to make due allowance for this cost in its tender price.

D9.3 Facilitate a Mandatory Briefing Session

The Principal Contractor shall facilitate a briefing session for the invited SMMEs. The Principal Contractor will also make sure that all relevant parties' representative of the Principal Agent or Engineer, SMME Unit, CDC Project Manager and Principal Contractor's Occupational Health and Safety Project Manager are present and given an opportunity to present specific aspects of the CDC requirements pertaining to their sections.

D9.4 Assistance to the SMMEs

- (a) The Principal Contractor shall be responsible for ensuring that prospective SMME tenderers fully comprehend the:
 - (i) Implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
 - (ii) Implications of the tendered rates;
 - (iii) Scope and extent of the portion of the works included in the subcontract;
 - (iv) Proper procedures for the submission of the tenders;
 - (v) Procedures and basis on which tenders will be adjudicated and the subcontracts awarded.
- (b) The Principal Contractor shall, in addition to the requirements of the relevant sub clause of the applicable form of contract, teach, guide, assist and mentor all eligible SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Principal Contractor shall:

- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential SMMEs eligible to submit tenders for the particular level of subcontract applicable;
- (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;
- (iii) be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

All with the view to enabling all interested SMMEs to submit valid, balanced, rational tenders.

D9.5 Adjudication

- (a) The Principal Contractor shall receive all tenders at the construction site location identified by it with all sealed tender submissions to be placed in a proper tender box to be provided by the Principal Contractor for this purpose. A submission register is to be maintained by the Principal Contractor for all tenders received.
- (b) All tenders received shall be evaluated by the Principal Contractor and MT for final approval. The draft tender evaluation must be sent to the MT members 2 working days prior to the MT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender valuation must be acceptable to the MT and be agreed upon at the first MT meeting.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
 - (i) clarifying any aspect of the tender;
 - (ii) verifying the eligibility of the tenderer;
 - (iii) conduct a rate breakdown exercise to clarifying rates and prices
- (d) The Principal Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the award, the CDC reserves the right to review the transparency of the Principal Contractor's SMME subcontracting and award process.

D9.6 Award of Tenders

The Principal Contractor shall explain his evaluation process of adjudication to the MT for endorsement. All enquiries about the process thereafter will be referred to the SMME Unit Offices.

The Principal Contractor will appoint the work to the successful SMME tenderer where after a subcontract agreement will be signed between the Principal Contractor and the successful SMME tenderer.

It is assumed that the Principal Contractor has allowed adequate time in the construction programme for training of SMMEs and included such training costs for the non-accredited training deemed to be either included in the tendered rates or mark-up provision allowed for the various SMME work packages. the non-accredited training to be provided by a responsible, competent and qualified person/s of the Principal Contractor to each of the awarded SMMEs within five (5) days after award and ten (10) days before the commencement of the works package shall include but not limited to:

- ▶ (a) Compilation and maintenance of the Occupational Health, Safety and Environmental File and compliance with Construction Regulations by a CHS Officer (CHSO) registered with the South African Council for the Project Management Professions – 2 days,
- (b) Setting up and Maintaining Cash Flow, Construction Programme and Method Statement – 2 Days ,
- (c) Setting up and Maintaining Quality Management Plan and Risk Register – 1 Day,
- (d) Basic Conditions of Contract of the relevant contract and setting up short term contracts for labour as per the main contract – 2 Days,
- (e) Balancing of Bill of Quantities, Financial Control and Management – 2 Days,
- (f) Site Administration – Principal Contractor shall provide for each SMME a daily site diary, A4 triplicate book for recording site instructions and a measurement book, train to complete and update – 1 Day;
- (g) Technical Training - Interpretation of Technical Drawings, Setting Out and General -2 Days;
- (h) Weekly Report Writing – 1 Day;
- (i) Methods of Measuring Resource Productivity – 1 Day,
- (j) Measurement of Work Done, Interim Payment Certificate and Compilation – 1Day, and
- (k) Dispute Avoidance and Resolution Procedures – 1 Day.

The CDC Training Compliance Officer will be notified five (5) days prior the commencement of the non- accredited training. Proof of such training is to be recorded on SMME 009 and forwarded to the CDC SMME Unit for capturing & filing.

D10. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

D10.1 Contractual Obligations

In accordance with the provisions of relevant clause of the form of contract being used and subject always to the further provisions of this Specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Principal Contractor and the SMME. Each subcontract agreement, which is entered into by the Principal Contractor in accordance with

the requirements of this Specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further be such as to specifically ensure that the provisions of this Specification pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;

shall apply as is in respect of all workers engaged and employed by any SMME.

D10.2 Compilation

The Principal Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements therefore as are specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Principal Contractor's account.

In addition, each subcontract agreement shall be subject to the approval of the SMME Unit, which approval shall be obtained by the Principal Contractor prior to entering into the subcontract.

The Principal Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for the Principal Contractor. The Principal Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this Specification.

D11. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs

The Principal Contractor shall on a fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide and assist each SMME in all aspects of management, execution and completion of its subcontract. The Principal Contractor shall provide additional developmental support initiatives to Potential Emerging (PE) status SMME sub-contractors that are recommended for appointment. Such development support shall be determined by conducting a needs analysis and approved by the SMME Unit. The support by the Principal Contractor shall include, but not limited to:- Mentorship, Training, Financial management support, Management support in the improvement of performance and quality of work, and all other construction management services required. This shall typically include the on-site productivity planning and management of:

- (a) **Materials Management:** This includes, assisting the SMME Sub-contractors in planning their material's requirements per stage, ordering the correct materials, preventing over usage (wastage) and under usage of required materials and ensuring that the Material's suppliers invoice the correct materials and ensuring the effective integration with the Materials supplier;
- (b) **Cost Management:** This includes, assisting the SMME Sub-contractors in invoicing correctly to the Principal Contractor, ensuring that the correct amount for the materials is reflected on the invoice and ensuring that all labour is invoiced and paid accordingly;
- (c) **Contract Management:** This includes hands-on practical effective construction contract management and administration to SMMEs to take them through step by step analysis of the entire project life cycle and contract administration tasks and equip them with the skills they need to determine risks associated with each stage of the life cycle. Use practical advice that will show them how to avoid problems and how to approach dispute resolution for optimum results;
- (d) **Health & Safety Management:** This includes training the SMME Sub-contractor in compiling the Occupational Health and Safety File, ensuring that the SMME Sub-contractors are compliant, in the form of PPE, Safety registers, updating of files and general site safety. The Principal Contractor will mentor and assist SMMEs on the induction of labour;
- (e) **Quality Management:** This includes, creating templates for quality management, to be approved by the Engineer/Principal Agent, and ensuring that the SMME Sub-contractors build to the required quality standards as per specifications;
- (f) **Communication Management:** This includes, attending all site meetings and the effective contract management between the Principal Contractor, CDC Project Manager/SMME Unit, Principal Agent, construction labour, materials supplier and the community; all site instructions to SMMEs should be written in the site instruction book. All SMMEs are to communicate through the SMME Construction Mentor on-site to the Main Contractor, failing which communication can be through the CDC SMME Unit and
- (g) **Handover Documentation Facilitation:** This includes, ensuring that all the necessary handover documentation is in place prior to the handing over of houses to the beneficiaries. These may include but not limited to NHBRC requirements, Department's requirement etc.

The extent and level of such management, guidance and assistance, to be provided by the Principal Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMMEs to achieve the successful execution and completion of his subcontract. Payment for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMMEs and or mark-up provision allowed for the various SMME work packages.

Such support and mentorship shall form part of the monthly reporting by the Principal Contractor to the SMME Unit and MT Meeting.

D11.1 Guide, Assist and Mentor SMMEs

(a) 1. SMME Construction Mentor for the SMME Subcontractors

The CV of the SMME Construction Mentor is to be submitted at tender stage together with those of proposed key personnel. The Principal Contractor shall, guide, assist and mentor all eligible potential SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, including calculation and guidance on rates. The CV of the SMME Construction Mentor is to be reviewed and approved by the CDC SMME Unit.

The Principal Contractor will conduct a compulsory tendering training workshop, provide a venue, study material and allow a period of two (2) days (16 hours) for the training of the prospective SMMEs by a Senior Quantity Surveyor and/or Senior Estimator with ten (10) or more years' experience on Pricing Built Environment Tenders/Bids. Training will comprise but not limited of the following: Mandatory and Compliance requirements, Pricing in relation to the Contract Package Specification, Resource requirements, Completion of Tender Document, Wage Schedule and Occupational Health and Safety Requirements. All costs for providing these services are also deemed included into the tender price.

The Principal Contractor shall employ an SMME Construction Mentor, on a full-time basis, who must attend at site for the duration of the contract. The minimum requirements for this appointment are as follows:

- (a) An accredited National (Higher) Diploma and/or B-Tech/BSc qualification in the Built Environment field of study with a minimum of five (5) or more years' relevant post-graduate construction practical experience and experience in managing subcontractors;
- (b) have a minimum of five (5) or more years in the built environment and experience in the areas identified under D11 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs;
- (c) shall be registered with a professional body in the built environment as a professional and/or as a candidate;
- (d) the ability to transfer skills and assess an SMME's capabilities;
- (e) competence in construction contract administration and dispute resolution;
- (f) competence in commercial aspects of construction contracting; and
- (g) Competence in construction project management activities.

2. The Principal Contractor is to provide for the SMME Construction Mentor with the following:

- (a) Adequate office space fully equipped for him/her to conduct the management of SMMEs on the contract (office desk, chairs, whiteboard, cabinet for filing, etc.) a landline telephone and must be able to accommodate the CDC SMME Representative/s for the duration of the contract. The office must meet the following minimum standards external dimensions 6058 x 2438 x 2850 mm, elevated panels, two number plugs, 80 mm thermal insulation of walls, have air condition unit, PVC Windows 1800 x 1135 with roller shutter, PVC floor covering with increased resistance to abrasion +120 mm on the wall, steel door and standard raster lamp 4 x 18W;
- (b) all stationary as required and a laptop (Intel Core i3, 4 GB RAM, 250 GB hard drive, Wireless, Bluetooth (Built in, not dongle), DVD-RW drive, 15.4" display, USB Keyboard and Mouse, Carry bag, Additional charger, 3 year warranty, SABS Approved and the Principal Contractor is responsible to ensure that all power plugs are 3 prong connections) with all the required software for him/her to conduct his/her duties and internet connectivity to send and receive emails;
- (c) A digital camera of a 22.3 megapixel resolution coming from a full frame CMOS sensor. It also incorporates the DIGIC 5+ image process. The camera should have a 61-point AF module and a wide ISO range from 100 to 25,600, which is further expandable to 102,400. Must be able to add the time, date and geo-tagging to the photo metadata;
- (d) a copy of the contract document and a set of drawings (updated with the latest revision/s as and when issued) for the contract and a printer and/or photocopying machine (Standard functions - Copy, Email, Fax, Print, Scan; Print speed- up to 29 ppm; Connectivity- 10/100BaseT Ethernet, High-Speed USB 2.0, Wi-Fi b/g/n; Duty cycle - Up to 30,000 images/month; Maximum print resolution- 600 x 600 dpi (up to 4800 x 600 enhanced image quality); and
- (e) the soft and/or printed copy of the updated/latest revision of the detailed construction programme for the contract and complete plan of procuring SMMEs on the following forms SMME 003 and 004.

The SMME Construction Mentor will manage the SMMEs and report monthly on progress of each SMME to the MT using SMME 005 form. Such SMME Construction Mentor must be adequately experienced with SMME work(s) and the development thereof and will be subject to the approval of the CDC. The SMME Construction Mentor will render full-time on site assistance to and mentor the SMMEs and such assistance, guidance and mentoring by the Principal Contractor's SMME Construction Mentor shall:

- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognizance being taken of the capability which could reasonably be expected of potential SMMEs eligible to execute works for the particular level of subcontract applicable;
- (ii) be given in a manner which does not unfairly prejudice or favour any particular eligible party working on the same site;
- (iii) Identify the gaps in capacity of SMMEs and propose the required training and/or relevant intervention;
- (iv) where a training gap has been identified the SMME Construction Mentor together with the SMME Unit will arrange for the SMME to attend the required training and ensure that it does not delay the progress on site;
- (v) complete all the required SMME and Log Book Forms for each SMME Monthly;
- (vi) Adjudicate the SMME tenders and prepare the adjudication report;
- (vii) Present the Adjudication report to the MT;
- (viii) Assist the SMMEs in preparing Implementation plans for their packages and the required documentation to implement the package / project;
- (ix) Assist the SMMEs in measurements and preparation of payment certificates together with the Principal Contractors Quantity Surveyor on site;
- (x) Monitor the performance of emerging enterprises and update the logbook;
- (xi) Prepare the final payment certificates and certificate of experience for the SMMEs on completion of the awarded package; continuous monitoring of the quality of work of the SMME and providing support where required, taking measurements and samples on site to make sure that the SMME work and the materials meet the specifications and quality standards;
- (xii) negotiate and/or arrange for purchase of materials and payment terms on behalf of the SMMEs, no contra charges are to be applied and the SMME is to be invoiced for materials purchased and must have created value for money; and

- (xiii) maintain the program of the subcontract, ensure continuous monitoring and implementation of necessary interventions.
- (xiv) SMME mentor to advise each SMME of key personnel required on their work, how many labourers are required, what plant is required and at what stage. SMME mentor with the Site Manager set daily production targets for all SMMEs on site, to ensure that they complete their work on time and they are making profit. SMME mentor to invite each SMME Technical personnel with a director and do a daily costing calculation for them to see if they make money or not.
- (xv) Notify each SMME that is not reaching their daily production plan, request recovery plan or assist and advise them to create recovery plan. Also elaborate very early in the project the repercussions of them defaulting i.e., penalties or them losing their profits for prolonging their work.
- (xvi) The principal contractor and Project Manager through SMME mentor or SMME Manager must share any Variation Order occurred in the project and share that work with appointed SMMEs through SMME management processes to ensure fairness and transparency in the project.

The SMME Construction Mentor will guide, assist and mentor the SMME Subcontractors throughout the Contract using SMME 005 to report on performance of the SMME on monthly basis. On completion, the SMME Construction Mentor will issue a Certificate of Completion within seven days after the final completion (form **SMME 006**).

(b) Quality of work and performance of the SMME Subcontractor

The SMME Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Principal Contractor to address and rectify the issues raised by the Principal Contractor, with the exception of points (d) and (e) of clause D11.3, for which the rectification time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor to terminate the Contract provided the MT is satisfied that the Principal Contractor has made every effort to correct the performance by the SMME Subcontractor. The MT will establish a 'change control procedure' for the process of making changes to subcontracts and the work thereof as the contract proceeds.

(c) Training

The SMME Contractors registered in the CDC Database will be assessed in order to identify areas that require intervention and develop a growth plan for the SMME Contractor. Any deficiencies or specific skills that can be addressed during construction stage, the Principal Contractor shall provide such training or skills transfer. The provisional sum will be allowed for under the relevant item in the bill of quantities. It is deemed that the Principal Contractor has allowed for all training requirements to accommodate SMMEs included in the mark-up provision.

The schedule of training requirements for the SMME contractor shall be forwarded to Principal Contractor, using form SMME008 and the Principal Contractor will be required to provide a method statement schedule to address the identified deficiencies. The accredited training provided by the service provider to the SMMEs will include but not limited to:- Project Management, Occupational Health and Safety – Construction Regulations , Resource Productivity, Business Administration, Financial Management, etc. The provisional sum amount will fund the accredited training and training will be done in conjunction with the training and development manager at the CDC SMME Unit.

(d) Reporting

SMME Reporting forms shall form part of the monthly interim payment certificates of the Principal Contractor and failure to submit the required forms and monthly mentorship report will result in the payment certificate being rejected by the CDC.

Form code	Description	Reporting
SMME 003A	SMME Package schedule - Provisional Amount	35% to be completed once off beginning of contract
SMME 003B	SMME Package schedule - PMT identified	35% to be completed once off beginning of contract
SMME 004	SMME Request form	Request for SMME Names for Packages
SMME 006	Certificate of experience	Completion of Project
SMME 009	Declaration form	Monthly

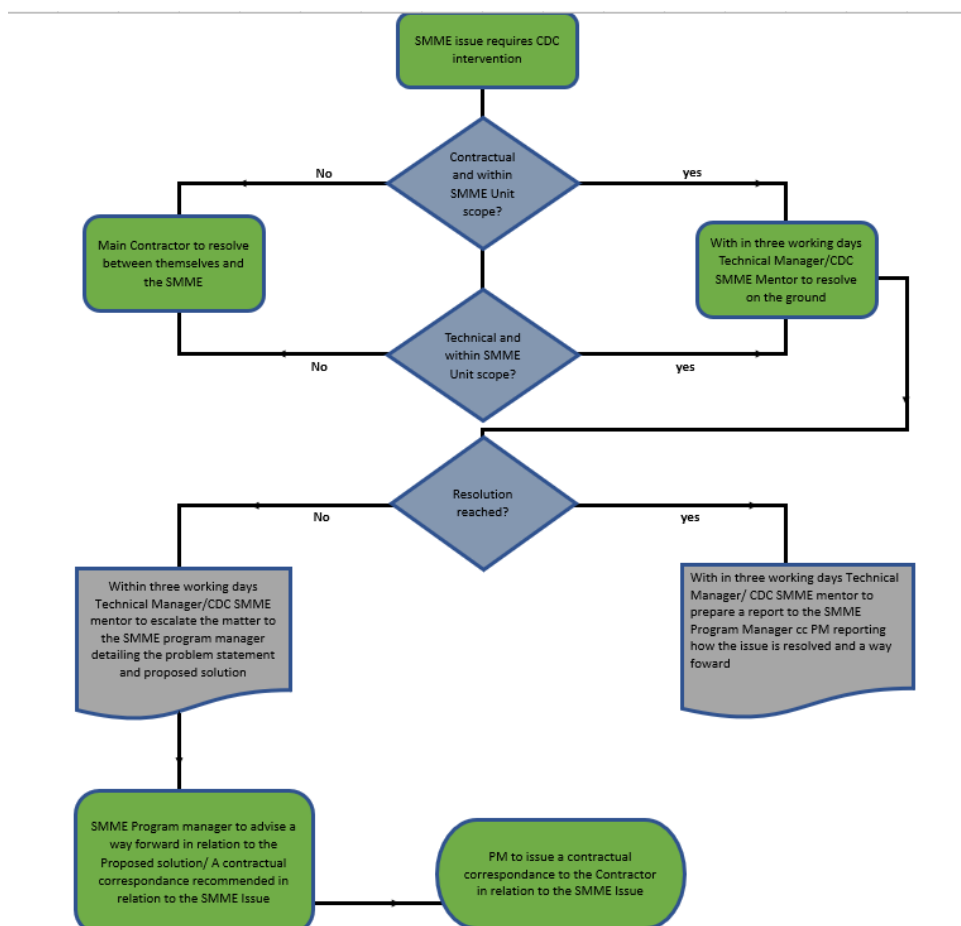
D11.2 Dispute Avoidance and Resolution Procedures

The Principal Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;
- (b) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Principal Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Principal Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract. If any dispute should arise between the Principal Contractor and a SMME such dispute shall be resolved in accordance with the provisions of the subcontract.

Below is a process flow with respect to dispute resolution where an SMME issue is encountered within the contract:



D11.3 Quality of Work and Performance of the SMME

If the SMME, in the opinion of the Principal Contractor, fails to comply with the criteria as listed below, the Engineer/Principal Agent shall issue a written warning to the Principal Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Client. These criteria are as follows:

- (a) Acceptable standard of works as set out in the specifications in the subcontract tender document
- (b) Progress in accordance with the time constraints in the SMME's tender document
- (c) Punctual and full payment of the workforce and suppliers
- (d) Site safety
- (e) Environmental impacts.

The Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Principal Contractor to satisfactorily address the issues raised by the Contractor, with the exception of point (d), for which the response time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor to terminate the contract provided the SMME Unit is satisfied that the Principal Contractor has made every effort to correct the performance by the SMME.

D11.4 Payment to SMMEs

The following payment conditions shall form part of the Sub Contract Agreement entered into between the Principal Contractor and SMME:

- (a) The Principal Contractor shall draw up a schedule with dates of measuring/certifying works, submitting invoices and payment dates. This schedule is to be issued to the CDC Project Manager, SMME Unit, SMME Mentor and awarded SMME's;
- (b) The main contractor will pay all SMME subcontractors appointed directly once certified by the Project Quantity Surveyor.
- (c) The Principal Contractor must instruct the SMME subcontractors to submit their payment certification or claim monthly in line with the requirements of the contract between the CDC and the Principal Contractor to ensure that their claims are processed and paid by the main contractor timeously.

D12. PRINCIPAL CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SMME PACKAGE

The Principal Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this Specification, issue free of charge to the SMME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating:

(a) Contract data:

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Principal agent's name and address;

(b) Subcontract data:

- (i) SMME name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Applicable level of the subcontract;
- (v) Duration of the subcontract;
- (vi) Date of completion of the subcontract; and
- (vii) Description of the training undergone by the SMME;

(c) Certifying the SMMEs completion of the subcontract.

SMME 006 form provides the format, layout and appearance of certificates to be issued but the Principal Contractor may suggest revision to MT for approval which shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Principal Agent/Consulting Engineer and a senior representative of the Principal Contractor, who has been duly authorised thereto.

D13. CONTRACTOR'S LIABILITY

D13.1 No provision or requirement set out in this Specification shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract between the CDC and the Principal Contractor, and the Principal Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

D14. PERFORMANCE GUARANTEE

- D14.1** No provision or requirement set out in this specification shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract, and in accordance with the provisions of the relevant clause of the applicable form of contract, the Principal Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

Any failure or neglect by the Principal Contractor to comply with the provision of the specifications, or any omission or neglect by the Principal Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent/ Consulting Engineer to act in terms of relevant clause of the applicable form of contract.

SMMEs will be required to produce a Performance guarantee in line with the value of the subcontract work as follows:

0 to R2, 000,000 - 0%;

R2, 000,001 to R4, 000,000 - shall be 2.5%;

R4, 000,001 and higher - shall be 5%;

Where such guarantees are provided by SMME subcontractors the return of same will be related to the time when the work carried out by the SMME subcontractor is complete to the satisfaction of the Principal Contractor and the Principal Agent/ Consulting Engineer.

D15. RETENTION

- D15.1** Fifty Percent Retention on SMME subcontractors excluding VAT, will be released half on practical completion and balance on final completion as follows:

Special Condition: Retention on subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the subcontractor is complete to the satisfaction of the Principal Contractor.

D16. MEASUREMENT AND PAYMENT

The price tendered will be deemed to include all incidentals by the Principal Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs negatively affect the contract works in any way, and the Principal Contractor shall be deemed to have included such effects in the handling cost percentage for the different SMME work packages above.

D17. SUBCONTRACTING BY SUBCONTRACTORS

The Principal Contractor is not to permit SMME subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

D18 JOINT VENTURING & CONSORTIUM

The SMME sub-contractors are not permitted to enter into Joint Ventures or form a consortium with other SMME(s) sub-contractors.

D19 REPEAT APPOINTMENTS

The SMME shall be afforded a maximum of two active packages on **ONE** particular CIDB Grade and shall not be considered for any further works until they've provided proof to the SMME Unit of upgrading with CIDB.

This will only apply to SMMEs that have successfully completed their packages within the specified time, achieved the desired quality and adhered to all contractual obligations.

The CDC SMME Unit has the right through the MT to query any or all of the recommendations of the Principal Contractor. Once the MT is satisfied with the recommendations of the Principal Contractor, it reserves the right approve or reject the repeat appointment.

This is to ensure the spread of work, mitigation of risk and realisation of the developmental objectives.

Acknowledgement of SMME Specification	Principal Contractor Representative	CDC Project Manager	Principal Agent
Date:	Name:	Name:	Name:
	Signature:	Signature:	Signature: