



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BILL OF QUANTITIES FOR
MODIMOLLE POLICE STATION : INSTALLATION OF EIGHT (08)
AIR-CONDITIONERS

Project Manager

MF Motimele
Department of Public Works & Infrastructure
Private Bag x9469
Polokwane 0700

NAME OF TENDERER:

TENDER AMOUNT:



EXPANDED PUBLIC WORKS PROGRAMME

TENDER No. PLKQ24/11

PLEASE TAKE NOTE
CLOSING TIME: 11:00

BID NUMBER: PLKQ 24/11
CLOSING DATE: 06/03/2024

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

TENDER DOCUMENTS MAY BE POSTED TO

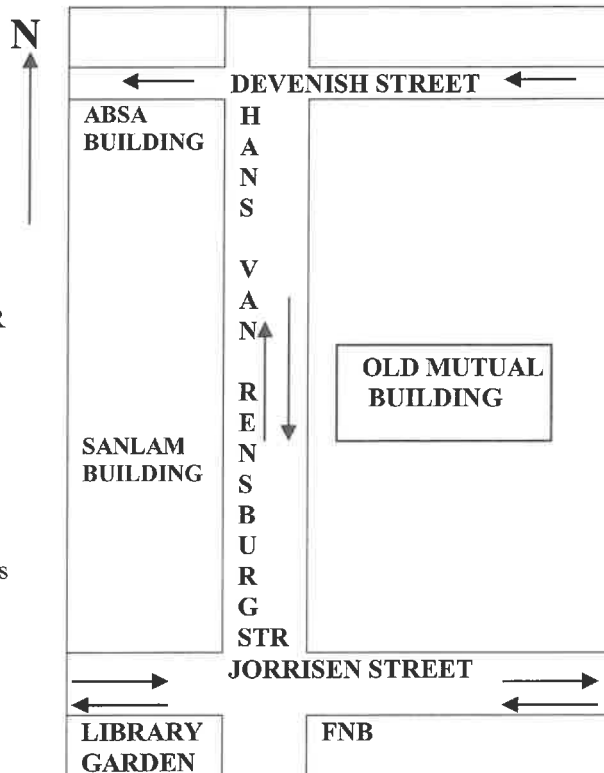
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION; ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 77 Hans van Rensburg Street, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (**Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.**) However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/tenders/>

PART 1: TENDERING PROCEDURE

T1.1

TENDER NOTICE & INVITATION TO TENDER

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners
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Quotation no:	PLKQ24/11	Reference no:	N/A
Advertising date:	21 February 2024	Closing date:	06 March 2024
Closing time:	11:00am	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 ME or higher, or 1 ME** * or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES ☐ NO ☒

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of

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

9 JANUARY 2004).

4. RESPONSIVENESS CRITERIA

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	☐	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
8	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	☒	The supplier to provide the trade test certificate for Refrigeration and / or Air conditioning
11	☒	The supplier should register with National Treasury's Central Supplier Database (CSD)
12	☐	
13	☐	
14	☐	
15	☐	

4.2. Indicate administrative responsiveness requirements applicable for this tender.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request will disqualify the tender offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (EC): Ownership Particulars
6	☒	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	☒	Submission of (PA 40): Declaration of Designated Groups.
8	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	☐	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	☒	There will be non compulsory bid clarification / site inspection meeting. The reason for site inspection meeting is to give further clarification on the extend of the scope of work and risk associated with.
14	☐	
15	☐	
16	☐	
17	☐	
18	☐	

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;

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

5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

6.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

7. COLLECTION OF QUOTATION DOCUMENTS

- ☒ Quotation documents are available for collection during working hours
- ☒ Alternatively; quotation documents may be collected during working hours at the following address
Office no.10, Old Mutual Building, First Floor, at 78 Hans van Renburg Street,
Polokwane. A non-refundable bid deposit of R 0.00 payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	Modimolle Police Station (NB: Briefing session in respect to this quotation is not compulsory, but necessary)		
Virtual meeting Link:	"N/A"		
Date:	29 February 2024	Starting time:	10h00

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Frans Motimele	Telephone no:	015 291 6338
Cellular phone no	072 130 0473	Fax no:	N/A
E-mail	frans.motimele@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official	Thato Morifi	Telephone no:	015 293 8012
Cellular phone no	N/A	Fax no:	N/A
E-mail	thato.morifi@dpw.gov.za		

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 9469 Polokwane 0700 Attention: Procurement section: Room 10	OR	Deposited in the tender box at: National Dept. of Public Works & Infrastructure Old Mutual Building 77 Hans van Rensburg Street, Polokwane Ground floor
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DPW-03 (EC): TENDER DATA

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>
Reference no:	<i>N/A</i>

Tender / Quotation no:	PLKQ24/11	Closing date:	06 March 2024
Closing time:	11H00am	Validity period:	12 Weeks (84 Calendar days)

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

Tender no: PLKQ24/11

C.1.4	The Employer's agent is: <table border="1"> <tr> <td>Name:</td> <td>Frans Motimele</td> </tr> <tr> <td>Capacity:</td> <td>Departmental Project Manager</td> </tr> <tr> <td>Address:</td> <td>77 Hans Van Rensburg Street</td> </tr> <tr> <td>Tel:</td> <td>015 291 6338</td> </tr> <tr> <td>Fax:</td> <td>N/A</td> </tr> <tr> <td>E-mail:</td> <td>frans.motimele@dpw.gov.za</td> </tr> </table>	Name:	Frans Motimele	Capacity:	Departmental Project Manager	Address:	77 Hans Van Rensburg Street	Tel:	015 291 6338	Fax:	N/A	E-mail:	frans.motimele@dpw.gov.za
Name:	Frans Motimele												
Capacity:	Departmental Project Manager												
Address:	77 Hans Van Rensburg Street												
Tel:	015 291 6338												
Fax:	N/A												
E-mail:	frans.motimele@dpw.gov.za												
C.2.1 C.3.11	A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION: The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof): a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 1 ME or 1 ME** class of construction work; and b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 1 ME or Not applicable Not applicable** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 1 ME or Not applicable Not applicable** class of construction work ** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable												

Tender no: PLKQ24/11

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality Criteria	Weighting Factor
N/A	N/A
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	N/A
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or

			- Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder Or - Any account or statement which is in the name of the bidder. Or

			- Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder Or - Lease Agreement which is in the name of the bidder.	
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).	
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	



D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.	
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).	
	OR				
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

Tender no: PLKQ24/11

E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;

Tender no: PLKQ24/11

	3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. Criterion 3: Suitably qualified and appropriately experienced human resources Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken. Criterion 4: Attendance of compulsory bid clarification meeting, if applicable If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender. E.2 Commercial risks: The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered. Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

Tender no: PLKQ24/11

C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: Yes ☐ No ☒
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☒ Together with his tender; or ☐ The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: 78 Hans van Rensburg Street, Old Mutual Building, Office 10, First Floor
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.

Tender no: PLKQ24/11

C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

PART 2

RETURNABLE DOCUMENTS

T 2.1

LIST OF RETURNABLE DOCUMENTS

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>		
Tender / Quotation no:	PLKQ24/11	Reference no:	N/A
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2022 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		No Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no: PLKQ24/11

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .		
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	7 Pages	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	3 Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☒ No

Tender / Quotation no: PLKQ24/11

Tender document name	Number of pages issued	Returnable document
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

T 2.2

**RETURNABLE DOCUMENTS
FOR TENDER EVALUATION
PURPOSE**

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

(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.

- 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, 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.
- 3.5 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.
- 3.6 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.

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.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners		
Bid no:	PLKQ24/11	Reference no:	N/A

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been 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 which this bid invitation relates.
9. 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.

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.

Name of Bidder	Signature	Date	Position

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid / Tender Document)*

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

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

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

The bidding enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners		
Tender / Quotation no:	PLKQ24/11	Reference no:	N/A
Closing date:	06 March 2024		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **29/02/2024**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners		
Tender / quotation no:	PLKQ24/11	Closing date:	06 March 2024
Advertising date:	21 February 2024	Validity period:	84 calendar days

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

Tender no: **PLKQ24/11**

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

T 2.2

RETURNABLE DOCUMENTS INCORPORATED IN THE CONTRACT

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>		
Tender no:	<i>PLKQ24/11</i>	Reference no:	<i>N/A</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--

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

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>		
Tender no:	<i>PLKQ24/11</i>	Reference no:	<i>N/A</i>

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>		
Tender no:	PLKQ24/11	Reference no:	N/A

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Department of Labour	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners		
Tender no:	PLKQ24/11	Reference no:	N/A

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

THE CONTRACT

PART 1: AGREEMENT AND CONTRACT DATA

C 1.1

FORM OF OFFER AND ACCEPTANCE

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

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners		
Tender / Quotation no:	PLKQ24/11	Reference no:	N/A

OFFER

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

Modimolle Police Station: Installation of eight (08) air conditioners.

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

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

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

Rand (in figures) R

Rand (in words).....

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
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*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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

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Tender / Quotation no: PLKQ24/11

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

- The official documents ☐
 The official alternative ☐
 Own alternative (only if documentation makes provision therefore) ☐

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

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

Tender / Quotation no: PLKQ24/11

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

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Tender / Quotation no: PLKQ24/11

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>Private Bag X9469</i> POLOKWANE, 0700

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

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

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C 1.2

CONTRACT DATA

DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>				
Tender no:	PLKQ24/11	WCS no:	056043	Reference no:	N/A

The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685. Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)] Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015). Copies of these conditions of contract may be obtained through www.saice.org.za.	
--	--

CONTRACT VARIABLES THE SCHEDULE (Contract Data [1.1.1.8]) The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement Spaces requiring information must be filled in, shown as ‘not applicable’ but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[]</i> brackets	
---	--

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document PG01.1 (EC) – Scope of Works for detailed description
Installation of eight (08) air-conditioners	

Tender / Quotation no: PLKQ24/11

A 2.0 Site [1.1.1.29]

Erf / stand number	39
Site address	Joe Slovo Street
Township / Suburb	Modimolle (Nylstroom)
City / Town	Modimolle
Province	Limpopo
Local authority	Modimolle-Mokgophong Local Municipality
GPS Coordinates	24.7064 S, 28.4085 E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail		Telephone	015 291 6300
Postal address	Private Bag X9469 Polokwane 0700		
Physical address	78 Hans van Rensburg Street Polokwane 0699		

A 3.2 Employer's Representative:

Name	Frans Motimele	Telephone number	015 291 6338
E-mail	Frans.motimele@dpw.gov.za	Mobile number	072 130 0473
Postal address	Private Bag X9469 Polokwane 0700		
Physical address	77 Hans van Rensburg Street Polokwane 0699		

Tender / Quotation no: PLKQ24/11

A 4.0	Employers Agent/s		Kabelo Chabalala
A 4.1	Principal Agent [1.1.1.16]	Discipline	Mechanical Engineer

Name	Kabelo Chabalala		
Legal entity of above	NDPW&I	Contact person	Kabelo
Practice number	N/A	Telephone number	012 406 1746
Country	RSA	Mobile number	
E-mail	Kabelo.Chabalala@dpw.gov.za		
Postal address	NDPW&I Private Bag X65 Pretoria 0001		
Physical address	CGO Building, Cnr Bosman & Madiba St Pretoria 0001		

A 4.2	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.3	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: PLKQ24/11

A 4.4	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.5	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.6	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: PLKQ24/11

A 4.7	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.8	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 4.9	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

Tender / Quotation no: PLKQ24/11

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System / Method of measurement	SANS 1200
---	-----------

B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works [1.3.2]	Law of the Republic of South Africa
-------------------------------------	-------------------------------------

B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand
--	--------------------

B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	30
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	N/A
Drawings as per drawing register issued with the tender	1
Specifications issued with the tender	54
Schedules issued with the tender	
Bills of Quantities issued with the tender	3
Addenda as issued during tender stage, if applicable	As issued

Tender / Quotation no: PLKQ24/11

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]

Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest

B 6.0 Insurances [8.6]

Insurances by contractor

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).
Insured amounts to include VAT.

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R Eng / PQS to determine value	Applicable

Tender / Quotation no: PLKQ24/11Error! Reference source not found.

Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R Eng / PQS to determine value	Not Applicable
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description: The site is functioning Police Station at Modimolle, Town.	
Restriction of working hours [5.8]	Applicable
If applicable, description: No work shall be carried out between sunset and sunrise.	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Applicable
If applicable, description: Gun stores, strong room, etc. as indicated by SAPS	

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Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

B 8.0 Subcontractors [4.4]

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

B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

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The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 Month
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	N/A
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	3 Months
Period to achieve Completion [5.14.4]	4 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12
Total Contract Period	16 Months

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods .	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	03 Months
Notification period for inspection in working days by the principal agent.	5 days
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 33.00
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 330.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 99.00
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 50.00

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B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days .						
The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]					3 Months	
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]						
The penalty amount per day for failing to complete section 1 of the Works is:					R N/A	
The penalty amount per day for failing to complete section 2 of the Works is:					R N/A	
The penalty amount per day for failing to complete section 3 of the Works is:					R N/A	
The penalty amount per day for failing to complete section 4 of the Works is:					R N/A	
The penalty amount per day for failing to complete section 5 of the Works is:					R N/A	
The penalty amount per day for failing to complete section 6 of the Works is:					R N/A	
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:					R N/A	
Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.						
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the whole of the Works , excluding VAT						
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the whole of the Works , excluding VAT						

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees

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13.4	
13.5	Maintenance / operating manuals
13.6	
13.7	
13.8	
13.9	
13.10	

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	
14.2	
14.3	
14.4	
14.5	
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

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B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	25 th of Month
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

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

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.9	Add to Clause 1.1.1.9 the following: "If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer."
1.1.1.13	Amend Clause 1.1.1.13 as follows: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months . The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.14	Amend Clause 1.1.1.14 as follows: "Due Completion Date" means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).
1.1.1.15	The name of the Employer: Refer to A 3.1 [CD]
1.1.1.16	The name of the Employer's Representative: Refer to A 3.2 [CD]
1.1.1.17	The name of the Employer's Agent: Refer to A 4.0 and B 5.0 [CD]

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1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form of Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1.1.1.21.A	Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Deviations, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data
1.3.4	Not applicable to this Contract.

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1.3.5	Replace Clause 1.3.5 with the following: (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	Add to Clause 3.2.3 the following: 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1. (h) Any variation orders – clause 6.3.1 2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor. 3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4. 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof: Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer. 5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.
3.3.2.1	Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.

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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>insert other requirements</i> • insert other requirements • insert other requirements
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days .
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be not exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:

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5.6.2.2	Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.
5.6.2.7	Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.
5.8.1	Add the following to Clause 5.8.1: The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays and the year-end break annually published by the BCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.2	Ref Clause 3.2.3
5.12	Ref Clause 3.2.3
5.12.2.2	Amend Clause 5.12.2.2 as following: "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.
5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.

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5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Amend first paragraph to Clause 6.3.1 as follows: If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):
6.5.1.2.3	The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is Nylstroom/Modimolle. <i>(Select urban area from Statistical News Release, P0141, Table A)</i> The applicable industry for the Construction Material Price Index for materials / plant is N/A. <i>(Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</i> The area for the Producer Price Index for fuel is N/A. <i>(Select the area from Statistical News Release, P0142.1, Table 1.)</i> The base month is N/A N/A. <i>(The month prior to the closing of the tender.)</i>

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following: <u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u>, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate. <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.

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6.10.6.2	Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.
7.2.1	The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor".
7.9.1	Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.
8.2.2.1	Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval".
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.

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8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Not applicable to this Contract.
8.6.6	Replace Clause 8.6.6 with the following: Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.7	Replace Clause 8.6.7 with the following: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Add new Clause 8.6.8. HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary. When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs. (2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or

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	immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period. (3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so. (4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following: "In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following: If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "
9.1.5.5	Not applicable to this Contract.
9.1.6	Not applicable to this Contract.
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	Add new Clause 9.2.1.3.9: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.

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9.3.2.2	Replace Clause 9.3.2.2 with the following: All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	Not applicable to this Contract.
9.3.3	Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.
10.1.3.1	Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.3.6	Replace Clause 10.1.3.6 with the following: The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add new Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.1.3.6	Replace Clause 10.1.3.6 with the following: The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.
10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.

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10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3 with the following:: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.
10.5	Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event: 10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties. 10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
10.6	Not applicable to this Contract.
10.7	Not applicable to this Contract.
10.10.3	Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.

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B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

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

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

N/A

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

☐

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

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

Contractor's selection

Select Option A or B

☐

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

Provision of particulars

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

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

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Adjustment methods

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

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

Failure to provide particulars within the period stated

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

PART 2.

PRICING DATA

C 2.1

PRICING INSTRUCTIONS

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

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>		
Tender / Quotation no:	PLKQ24/11	Reference no:	N/A

C2.1 Pricing Assumptions

C2.1.1 GENERAL

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

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

C2.1.4 PROVISIONAL SUMS

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

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

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

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

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

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

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports

to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

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

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

C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

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

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

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

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

Payment

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

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

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

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

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

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is ***"not applicable"*** to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

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

C2.2 Submission of Accrual Reports

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

C 2.2

BILLS OF QUANTITIES

SCHEDULE OF QUANTITIES

SCHEDULE 1: PRELIMINARIES AND GENERAL

Reference	Item	Description	Unit	Qty	Rate	Amount
	1	PRELIMINARY & GENERAL				
	1.1	SITE FACILITIES				
	1.1.1	Ablution and latrine facilities				
	1.1.2	Water and Electricity				
	1.2	INSURANCE				
	1.2.1	Work Insurance				
	1.2.2	Workmen's Compensation				
	1.2.3	Third Party Insurance				
	1.3	WORKSHOP AND DRAWINGS				
	1.3.1	Builders work drawings				
	1.3.2	Allowance for drawings in electric format				
	1.3.3	Operation and maintenance manuals				
	1.3.4	One year written guarantee, maintenance for 12 months				
	1.4	HEALTH AND SAFETY INCLUDING COVID-19				
		SUPPLY OF ALL ITEMS OF PERSONAL PROTECTIVE CLOTHING/EQUIPMENT & ENSURE USE THEREOF FOR FULL COMPLIANCE (INCLUDING COVID-19 COMPLIANCE PPE)				
	1.4.1					
	1.4.1.1	Overalls (at least 1x set)				
	1.4.1.2	3-Layered cloth masks (different colours)				
	1.4.1.3	Hand gloves				
	1.4.2	OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION				
		Develop of a Site Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person. Including				
	1.4.2.1	Risks for COVID-19 (combined file)				
	1.4.3	EMPLOYEES MEDICALS				
	1.4.3.1	Medical from Occupational Practitioner on Annexure 3 format- including COVID -19 medical questionnaire				
	1.4.4	WORKERS WELFARE FACILITIES				
	1.4.4.1	Toilet facilities (chemical) 1:30 1x each gender with personnel hand sanitizer for each toilet				
	1.4.4.2	Paper towel roll for hand cleaning				
	1.4.4.3	Hand wash point & soap at eating area				
	1.4.5	COVID-19 PROTECTION AND PREVENTION INCLUDING DISINFECTION OF EQUIPMENT AND AC UNITS				
	1.4.5.1	Thermometer				
	1.4.5.2	70% alcohol based hand sanitizer (2L)				
	1.4.5.3	Covid-19 screening forms				
	1.4.6	TRAINING OF CLIENT				
	1.4.6.1	Training of client's staff to operate HVAC systems				
	1.4.7	SITE CLEARANCE				
	1.4.7.1	Clearing of site facilities upon completion				
		Carried forward to Final Summary				

SCHEDULE OF QUANTITIES

SCHEDULE 2: AIR CONDITIONERS INSTALLATION

REFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	2.1	ISOLATION, DISCONNECTION, REMOVAL AND DISPOSAL <u>Air conditioners removal</u> Complete isolation, disconnection, removal of the existing units including all pipework, valves, panels, motors, pumps, electrical connections, etc and all other associated fittings, fixtures and accessories associated with the installation as noted on site. In taking down and removing existing work the utmost care must be taken to avoid any structural or other damage to the remaining portions of the building and the Contractor shall provide all shoring, needling, strutting, etc. to ensure the stability of all structures during the removal work. The Contractor will be held solely responsible for the safety and stability of the buildings for the whole period of the contract and must make good any damage at his own expense. Contractor to liaise with the Management of the facility with regards to the programming of the works (availability of rooms, etc) so as to not disrupt the functioning of the facility. The contractor shall make good to chased brickwork with internal cement plaster, paintwork to previously painted surfaces and make good paintwork to chasing of walls he contractor shall provide to the engineer prior to works commencement a methodology on the proposed procedure for comment				
	2.1.1	DECOMMISSIONING AND REMOVAL OF EXISTING UNITS AND ASSOCIATED INSTALLATIONS				
	2.2	Split Type Midwall Air Conditioning Units for Modiolle SAPS The supply, delivery and installation of a new air conditioning system, complete with mounting brackets, vibration absorbing mountings, drain & refrigerant piping, and all ancillaries to allow for full operation as specified and as shown on the drawings, with associated equipment and accessories. All work must be done according to the drawings and design specifications. Note: Allowance must be made for pricing of insulation on all pipes and fittings. All insulation, as per specification, shall be applied after the erection of equipment and pipework and after all joints have been completed.				
AC01	AC01					
	2.2.1	Individual Mid Wall Split Unit of cooling capacity 3,5kW (12000Btu/hr), Inverter				
	2.2.2	PVC condensate drain piping, to nearest drain point				
	2.2.3	Refrigerant piping pair (liquid and gas)				
	2.2.4	Electrical Isolator				
	2.2.5	Wired controller				
	2.2.6	Wiring cables				
	2.2.7	Support brackets				
AC02	AC02					
	2.2.8	5 Individual Mid Wall Split Unit of cooling capacity 5,3kW (18000Btu/hr), Inverter				
	2.2.9	PVC condensate drain piping, to nearest drain point				
	2.2.10	Refrigerant piping pair (liquid and gas)				
	2.2.11	Electrical Isolator				
	2.2.12	Wired controller				
	2.2.13	Wiring cables				
	2.2.14	Support brackets				
AC03	AC03					
	2.2.15	Individual Mid Wall Split Unit of cooling capacity 8,8kW (30000Btu/hr), Inverter				
	2.2.16	PVC condensate drain piping, to nearest drain point				
	2.2.17	Refrigerant piping pair (liquid and gas)				
	2.2.18	Electrical Isolator				
	2.2.19	Wired controller				
	2.2.20	Wiring cables				
	2.2.21	Support brackets				
	2.3	Commissioning				
	2.3.1	Test and commissioning of installation, including the issuing of an Electrical Certificate of Compliance (COC)				
	2.4	Credit of old materials				
	2.4.1	Upon removal of existing air conditioning units on site, the contractor will retain the units for own use				
		Carried forward to Final Summary				

WCS: 056043



picture words
& instructions

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

[illegible]



PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>		
Tender / Bid no:	PLKQ24/11	Reference no:	N/A

I, _____ (surname and name),
identity number, _____ do hereby declare that I am a registered medical
practitioner, with my practice number being _____, practising at

(Physical or postal addresses)
declare that I have examined Mr. / Ms. _____,
identity number _____ and have found the said person to be
permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature _____

Date _____

OFFICIAL STAMP OF
MEDICAL PRACTITIONER



PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or

			- Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	- SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and - Medical Certificate indicating that the disability is permanent. Or - South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).



5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

		owned by black women (mandatory)		
	4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
	OR			
	5. ☐	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 4: Specific goals for the tender and points claimed are indicated per the table below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **PLKQ24/11**

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: *PLKQ24/11*

2. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

PART 3

SCOPE OF WORK

C 3

SCOPE OF WORK

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

Project title:	Modimolle Police Station: Installation of eight (08) air conditioners		
Tender no:	PLKQ24/11	Reference no:	N/A

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

- PS-1 PROJECT DESCRIPTION
- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
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- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

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

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Insert amendments to particular specifications

C3.3 PARTICULAR SPECIFICATIONS

List particular specifications

C3.4 STANDARD SPECIFICATIONS:

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

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

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

3.5 PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

Modimolle Police Station: Installation of eight (08) air conditioners

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

n/a

C3.5.3 PARTICULAR SPECIFICATIONS:

Insert particular specification

C3.6 STANDARD MINIMUM REQUIREMENTS

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

- C3.61 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

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

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

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **insert applicable percentage, both in words and figures** penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that

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

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

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

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** of the project site.

Failure to achieve the minimum **insert applicable percentage, both in words and figures** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **insert applicable percentage, both in words and figures** penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.7.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

- a) are employed by the principal contractor, sub-contractor or targeted enterprises in the

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

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

The Minimum Targeted Enterprise Development CPG is "not applicable" to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract, is to promote enterprise development by providing for a minimum contract participation goal (CPG) of **five percent (5%)** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

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

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.7.4.2 Management

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

C3.7.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter

- Enterprise development declaration (**ED104P**).

C3.7.4.5 The Key Personal

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

C3.7.4.6 Management Meetings

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

C3.7.4.7 Forms for contract administration

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

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

C3.7.4.8 Records

The contractor shall:

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

C3.7.4.9 Payment Certificates

The contractor shall:

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

C3.7.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

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

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

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

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

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

C3.7.5.1 Methodology

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

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

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

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

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

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

C3.7.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidate.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.7.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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



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

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

C3.7.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is "not applicable" to this project.

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

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

Employer's objectives:

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

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work. A **thirty percent (30%)** penalty of the value of the works will be imposed on items where unauthorised use of plant was used to carry out work which was to be done labour-intensively.

Labour-intensive competencies of supervisory and management staff:

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

C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

Trench excavation

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

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



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

a) to ninety percent (90%) Mod AASHTO;

b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than ten (10%) gravel of size less than 10mm and contains no isolated boulders, or

c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.8 Submission of Accrual Reports

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up

to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

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

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

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

Examples of calculating CPGs and related penalties

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

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

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

1.1 Targeted Local Building Material Manufacturers CPG

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

CPG calculation example:

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

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

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

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

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

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

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

1.2 Targeted Local Building Material Suppliers CPG

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

CPG calculation example:

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

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

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

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

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

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

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

1.3 Targeted Local Labour Skills Development CPG

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

CPG calculation example:

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

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

Number of working days required to complete the Works based on the construction period = 600 days

CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.1)

Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.1)

CPG = 600 working days x 30% = 180 working days training to be provided

CPG Achieved = 160 days (20 days shortfall where no training was provided)

Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.1) per working day where training was not provided.

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

Part 1: Calculation of 5% CPG example:

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

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

CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)

CPG Minimum 5% = R6,5 Mil

Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)

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

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

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.

Number of enterprises to be trained = 6 x 1 GB subcontractors

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary

Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000
	"Contract amount" Tender amount excl. allowances and VAT	130 000 000			
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training	6 500 000			
	No of enterprises based on the CPG value	6	Grade 1 / 2 GB/CE,ETC.		
	Contract period (months)	24			
	Note: Rates to be determined by PQS and adjusted to accepted quotation amounts				

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

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

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

CPG Calculation

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

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

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

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

Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

CPG calculation example:

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

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

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

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

Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

Penalty = R100 000 x 30% = R30 000 Excl. VAT

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

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly.

The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the "Contract Amount" be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

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

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

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

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

1.6 National Youth Service Programme (NYS) CPG

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

Calculation of penalty:

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

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

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

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

1.7 Labour Intensive Works CPG

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

CPG calculation example:

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

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

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

Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the PG01.1 Scope of Work

CPG Achieved = 9 Mil (R1 Mil shortfall)

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



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

SPECIFICATIONS

FOR THE

INSTALLATION OF AIR CONDITIONERS

FOR

SOUTH AFRICAN POLICE SERVICE

MODIMOLLE SAPS POLICE STATION

LIMPOPO



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SUPPLEMENTARY TECHNICAL SPECIFICATION
FOR AIR CONDITIONERS
INSTALLATIONS



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A. GENERAL

1. SCOPE OF WORKS

This particular Technical Specification is for the supply and installation of the air conditioning units at the Modimolle SAPS Admin and DPO buildings. The specification covers installation of mid wall air conditioning units

- a) This specification covers the particulars of the air conditioning installations at Modimolle SAPS Admin and DPO buildings. The Specification consists of 18 pages numbered consecutively. HVAC layout drawing accompanies this Specification.
- b) The installation to be installed and maintained under this contract includes the following systems and equipment:
 - Mid Wall Type Air Conditioning Units
- c) All electrical and drain piping connections for the complete air conditioning units to be installed.
- d) Commissioning and testing of the air conditioning units, controls, equipment supports etc. and the handover of a complete operational installation.

2. GENERAL

This supplementary specification is to be read as forming part of one or more Department of Public Works Standard Specifications. The Department Standard Specifications for the Electrical Installations and Electrical Equipment pertaining to Mechanical Services shall also apply.

All equipment and installations shall comply with the requirements of the Occupational Health and Safety Act.

Where conditions are at variance this supplementary specification shall have preference over both the standards specifications and the drawings.

The installation shall be erected in compliance to the following standards and regulations:



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- SANS 10400: O – Lighting and ventilation
- SANS 10400: XA – Energy usage in buildings
- SANS 204 – Energy efficiency in buildings
- SANS 1125 – Room air conditioning and heat pumps
- SANS 10103 – the measurement of rating of environmental noise with respect to annoyance and to speech communication
- PW325 – Manual for Electrical and Mechanical Consulting Engineers

3. MATERIAL AND WORKMANSHIP

All material and equipment shall be new, free from rust, defects, undamaged and suitable for the purpose for which it will be used. Material shall comply with the latest issue of the relevant SANS specifications where applicable.

If any material or workmanship is not to the satisfaction of the department, it shall be rectified and /or replaced at the contractor's cost and all rejected material shall immediately be removed from the site. The contractor is responsible for the correct and complete erection of the installation and inspections executed by the Department do not exempt the contractor of this obligation.

4. DRAWINGS

Any drawing which accompanies this specifications illustrates schematics and do not show exact dimensions or positions of equipment. Tenders must satisfy themselves that the equipment offered by them shall fit in the available space and can be positioned so that access for maintenance, repair or removal is not encumbered.

Note: Final dimensions must be taken on site before any equipment or material is either purchased or manufactured.



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5. COMPREHENSIVE CONTRACTS AND SUB-CONTRACTORS

Only specialists sub-contractors who have previously successfully completed mechanical installations of the extent and type specified in this document shall be considered.

Note: No change in make, type, or capacity of equipment specified in the schedule of particulars shall be allowed after acceptance of the tender without the written approval of the Department.

6. MANUFACTURER'S RATINGS

All equipment shall be able to work within the rated capacity, as determined by the manufacturer. Any equipment offered for the use out of these limits shall not be considered. Contractors shall hand in the rated capacities of all equipment as well as descriptive literature with the tender documents.

7. SHOP DRAWINGS

Within 14 days of being awarded the contract the contractor will produce a complete layout in the form of a shop drawing with all the required service connections detailed and dimensioned. Any other shop drawings required to effect the installation shall be produced as required. At the end of the contract, three full sets of "as built" drawings and manuals shall be provided for this contract.

The successful tenderer shall before commencing manufacture of any of the equipment provide a dimensioned shop drawing for approval.

Approval of the contractor's drawings in no way indemnifies him from being responsible for the correctness of the drawings and satisfactory operation of the installations and for equipment.

8. BUILDING WORK

All building work to be done by the building contractor as shown on the mechanical shop ratings. All other small building work such as cutting and drilling of holes forms part of this contract.



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9. SITE INSPECTION

Tenderers are advised to visit the site to acquaint themselves with the local conditions, accessibility, etc. No claims for compensations due to lack of knowledge of conditions will be accepted.

10. DETAILS OF MAINTENANCE WORK

The contractor shall be responsible for the complete maintenance of all the equipment, components, installations and systems forming part of this installation for 12 months.

11. GUARANTEE

The tenderer shall guarantee equipment for a period of twelve months from the date on which the installation /fixing of all the units is satisfactorily completed.

The contractor shall repair, at his own cost, defects that may become defective during the guarantee period due to the inferior materials or workmanship (fair wear and tear excluded). Any part so replaced, shall be guaranteed for a further year from the date of replacement.

12. SANS SPECIFICATION

All references to the South African National Standards and Codes of Practice shall be deemed to be references to the latest issues of such specifications and codes.

13. INSTRUCTIONS MANUALS

A maintenance and operation instruction manual, including spare parts list shall be provided with each mechanical and electrical unit.

14. SIMILAR OR EQUAL

Any trade name mentioned merely serves as a guideline and doesn't indicate preference for that specific make. Tenderers are at liberty to offer any other equipment and /or material, which comply with the specification requirements.



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15. SPARE PARTS

Spare parts for each mechanical and electrical appliance shall be readily available in the Republic of South Africa, for a minimum period of 10 years.

16. DAMAGE

The tenderer will be held entirely responsible for any damage which may occur to equipment during the transportation, setting into position and fixing and must make good any such damage at his/her own risk.

No patching or repairing of damaged units will be allowed unless such damage can be completely effectively repaired and to the entire satisfactions of the Representative/Agent.



B. PARTICULAR TECHNICAL SPECIFICATIONS FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF AIR CONDITIONING UNITS.

1. SITE

The Modimolle SAPS Admin Building and DPO buildings are located in Modimolle, Limpopo.

2. GENERAL: AIR CONDITIONING UNITS SPECIFICATION

This contract covers the installation and maintenance of the following systems and equipment:

- Midwall Type Air Conditioning Units

The air conditioning units shall be completely self-contained units of the direct expansion unitary or split type system. Room air side shall be equipped with a suitable and easily accessible filter, at least two adjustable fan speed, adjustable air discharge louvre, thermostat, heating and cooling modes with associated heating and cooling coils, drain pan and drain piping, control panel (Hard-wired) and interlocking with outdoor unit.

The air conditioning units shall not produce sound levels exceeding those specified in SANS 10103.

The outdoor unit shall contain the notching compressor unit, air-cooled condenser, condenser fan with waterproof, painted and corrosion resistant casing.

The indoor/outdoor units shall be interconnected with insulated refrigerant piping, electric wiring and interlocking control cabling. Refrigerant piping and cabling, where exposed to weather and can potentially damage any part of installation, shall be run through galvanized sheet metal trunking or PVC type trunking, neatly erected and painted.

Provision shall be made in all cases for the drainage of excessive condensate to the nearest building drain by means of uPVC/PVC tubing not less than 18mm diameter.

For reverse cycle heating units, including split type units, a proper drip pan with drainage piping by means of uPVC/PVS shall be provided for the outdoor units where dripping can create unacceptable conditions.

Drainage to points other than a building drain shall comply with SANS 10400:P.



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Electrical interlocking shall be provided to ensure that:

Compressors cannot run without both indoor and outdoor fans running.

Electric heating can only be switched on if the indoor fan is running.

It shall not be possible to switch cooling and heating on simultaneously.

Electric terminals and connections shall be corrosion resistant with non-hardening mastic or equal coating. Overload protection shall be provided.

Any tests and measurements which may be performed or required shall be recorded and made available to the Department engineer upon request. Any equipment make shall be approved by the Department prior to installation.

3. SPLIT TYPE UNITS

3.1. General

Split type units shall consist of a direct expansion indoor unit and a separate outdoor air-cooled unit. The indoor unit shall be wall mounted or ceiling cassette type as specified in the drawings and design report.

Remote control shall be wired in conduit and mounted at eye level in the position indicated on the drawings. No joints will be allowed in the control wiring.

Each refrigerant pipe shall have its own insulation.

Outdoor units shall be installed and fixed on raised plinths or mounted steel frame, brackets. Anti-vibration mounts shall be installed between the unit and the plinth/frame/bracket.

Refrigerant piping shall be sized and fitted with the necessary oil traps strictly in accordance with the manufacturer's requirements.

Each unit is complete with fan/s, direct expansion cooling coil, compressor unit, air cooled condenser, expansion valve, refrigerant tubing and accessories, air filters, control thermostat. Units are totally outdoor type.

Remote on/off control and sensing shall be provided where specified, and fitted in the position indicated on the drawings.



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General arrangement and configuration required is indicated on the drawings.

The air conditioners shall generally be in accordance with SANS 1125 with sound levels not exceeding the values specified in this Supplementary Specification and/or the Standard Specification as applicable.

3.2 Technical Specifications for Midwall Unit Type Air Conditioners

Scope:

Supply, installation as per scope given below, testing and commissioning of 8 Mid wall type air conditioners, including remote, mounting brackets for outdoor and indoor units as given below.

Space	Capacity	Proposed Unit Type
Community Service Centre (CSC)	1 x 8.8kW Cooling	Mid Wall Unit
CSC extension	1 x 5.3kW Cooling	Mid Wall Unit
DPO: Room 1	1 x 5.3kW Cooling	Mid Wall Unit
DPO: Room 3	1 x 5.3kW Cooling	Mid Wall Unit
DPO: Room 4	1 x 3.5kW Cooling	Mid Wall Unit
DPO: Room 5	1 x 3.5kW Cooling	Mid Wall Unit
DPO: Room 6	1 x 3.5kW Cooling	Mid Wall Unit
DPO: Room 7	1 x 3.5kW Cooling	Mid Wall Unit

Features:

- Auto restart
- Dust filter
- Swing mode
- Fan mode
- Timer
- Air swing
- Anticorrosive coating on condenser coil



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Successful tenders shall bring all tools and tackles required for installation, testing & commissioning of air conditioner units.

Down rods with all accessories like washer, bolts etc. for mounting indoor unit of air conditioners shall be supplied and installed by the successful tenderer.

Hangers required for routing the drain pipe, refrigerant piping and control or power cables from indoor unit to outdoor unit shall be supplied by the successful tenderer.

All drilling works required for successful installation of air conditioner units shall be done by the successful tenderer.

Installation site distance between Indoor Unit and Outdoor Unit of air conditioners is around 8 meters, therefore additional five meters of copper tubes, insulation tube, water drain pipe, copper cable of suitable size, thickness same as OEM and other accessories shall be supplied accordingly.

Mounting brackets required for installing outdoor unit and indoor unit shall be supplied by the successful tenderer.

Gas charging if required shall be done at the site at free of cost for successful commissioning.

Installation of the air conditioners shall be carried out using proper tools and procedures as per manufacturer guide lines. O&M manual shall be supplied for each set of air conditioner.

Acceptance shall be based on the testing, performance and satisfactory working of air conditioners.

Testing to be done after Installation:

Compressor current and cooling temperature shall be tested

Air conditioners will be switched ON and cooling effect will be checked

Air conditioners will be switched ON/OFF 10 times in one hour following recommended procedures.

Water drain shall be checked by flowing water.

Remote operation checking.



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4. REFRIGERANT CIRCUITS

Refrigerant tubing shall generally be in accordance with the latest SANS 1453 sizes of copper tubes. The tubing shall be seamless cold drawn copper tubing with soldered copper capillary fittings. Pipe sizes shall ensure moderate low velocities flow through the pipes while ensuring:

Proper oil return to the compressor minimising lubricating oil being trapped in the system.
Practical lines without excessive pressure drops and with proper feed of evaporators.

Prevention of liquid refrigerant from entering the compressor during operation and at shutdown.

Piping shall be supported (unless otherwise indicated on the drawings) as follows:

Pipe size (mm)	Maximum distance between supports (m)
10 and smaller	0.6
10–18	1.0
22	1.5
28–35	2.0
42	2.5
54	2.75
67 and bigger	3.0

Refrigerant piping shall be arranged such that normal inspection and servicing of the compressor and other equipment is not hindered. Locations where copper tubing will be exposed to mechanical damage shall be avoided.

Anti-vibration mounts shall be fitted at compressor discharge and suction connections.

Oil separators shall be used in systems where it is impossible to prevent substantial absorption of refrigerant in the crankcase oil during normal operation or during shutdown periods. Provision shall be made to prevent drainage of condensed refrigerant into the crankcase.

All pipes operating below ambient point shall be insulated and vapour barrier provided.

5. AIR FILTERS

5.1 General

Filters of the type, size and quantity as specified in the technical details of the units shall be provided. Replacement of filters may be done only with filters matching the existing. Change of type or introduction of new filters in the system to meet requirements as set out in the standards specification and this specification.



Filters and filter holding frames shall be of approved manufacture with standardised dimensions to enable replacement with equivalent filters of all recognised manufacturers. Construction and manufacture of all components shall be such that under no circumstances any unfiltered air can by-pass filters or filter banks.

Sufficient space shall be allowed in front or behind filters, as applicable, to enable inspection and servicing. Proper access doors shall be fitted to filter service areas.

Fan and system selection shall allow for expected final filter resistance to ensure a supply air quantity in excess of 90% of design air quantity immediately prior to filter replacement.

Only dry media filters are required. Where specified, pressure monitoring across a filter bank or banks shall be fitted for alarm purposes using differential pressure switches to activate the warning alarm or indicator required. Where washable filters are specified one complete set of spare filters shall be provided.

5.2 Panel Filters

- Panel filters shall be of the pleated type and not less than 50mm thick. The filter shall be washable or disposable as specified.
- Synthetic media shall be used bounded together with galvanised wire for reinforcing and bonded in the frame ensuring no air bypass.
- Initial synthetic dust arrestance shall be not less than 70% with dust holding capacity needed in excess of 300g per square metre nominal face area.
- Initial dust spot efficiency shall be not less than 20%.
- Nominal filter face velocity shall not exceed 1,5m/s with initial clean filter resistance 60Pa or less and recommended resistance at specified arrestance not more than 250Pa.

5.3 Pad Type Panel Filters

- Pad type panel filters shall make use of disposable replacement media of thickness as specified by air conditioning units manufacturer, but generally not less than 25mm thick.
- The media shall be held in galvanised steel frames with galvanised steel screen supports on both sides. The downstream screen shall be fixed in the frame with the upstream screen removable



5.4 Filter Holding Frames

- Filter holding frames shall be the manufacturer's standard product installed and used in accordance with his recommendations.
- Holding frames shall be manufactured from at least 16 gauge galvanised or epoxy powder coated steel. Holding frames may be bolted or riveted together and shall be suitably reinforced in larger arrangements to withstand all possible operating conditions.
- Fasteners shall be positive sealing type that clip in and a minimum of four fasteners per filter is required. Fasteners shall match the particular filter, filter arrangement and frame.

6. INSULATION

- Insulation shall in all instances be applied by specialist contractors and be of the highest standard. Any section not installed to the approval of the Department shall be re-done at the Contractor's expense.
- Prior to insulation being fitted, all pressure testing shall be completed satisfactorily. Insulation, cladding and vapour barriers shall be painted as specified.
- All items of plant likely to operate at temperatures below the surrounding ambient dew point shall be insulated and provided with a vapour barrier.

7. NOISE AND VIBRATION CONTROL

The Contractor shall install sufficient noise and vibration control measures on the plant/equipment, the interconnected piping, ductwork and conduit so that when the installed plant/equipment are put into operation, the resulting noise and vibration levels at locations within the building and at adjacent or nearby buildings shall not exceed the acceptable limits. The total noise level in occupied areas within the building, whether it be airborne or structure-borne, shall not exceed the following limits when all the plant/equipment installed by the Contractor are put into operation.

Noise Control Criteria:

Broadcasting and recording studios	NC 25
Concert and opera halls	NC 25
Theatres, assembly halls and churches	NC 30
Homes, bedrooms	NC 35



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Private offices, libraries, courtrooms and schoolrooms	NC 35
General offices	NC 40
Mechanised offices	NC 45
Restaurants, bars, cafeterias and canteens	NC 45
Department stores and shops	NC 45
Kitchens	NC 50

The specified noise criteria shall apply to all areas as measured at a level of 1.5 m above the floor, and the measuring points shall be 1.5 m away from the walls or doors of the rooms. The Corrected Noise Level at potential Noise Sensitive Receiver in the adjacent or nearby building, if so identified in the Contract Documents, shall not exceed the Acceptable Noise Level stipulated in the SANS and CIBSE Standards.

8. MAINTENANCE AND SERVICING

The Contractor shall be responsible for all maintenance for the full 12 month contract period. During this period, the Contractor shall make good any defect due to inferior materials or workman ship and maintain all plant and equipment in perfect operating condition.

The Contractor shall be entirely responsible for carrying out regular monthly inspections and for full servicing of all components of the installation in accordance with the manufacturer's instructions at intervals not greater than 3 months.

The Contractor shall prepare a detailed inspection and service report in the form of a check list and log sheet showing all functions to be carried out at each inspection and service. Copies of these service reports shall be regularly submitted to the Department after each service.

The Contractor shall also maintain a plant logbook on site in which he shall record, sign and date all work carried out at each inspection.

The Contractor shall allow for all expendable materials necessary for servicing such as lubricating oils, grease, and cleaning materials. The Contractor shall also allow for cost of labour, travelling, etc.



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9. SCHEDULES OF PARTICULARS

All schedules which accompany this tender notice, form an integral part of it and shall be duly completed in every detail: FAILING which, the tender in question may be rendered ineligible for consideration. Under no circumstances will the following statements be acceptable:

See attached pamphlets

Refer to catalogue

Data to follow

As given by the supplier

Equipment offered and listed on the schedule shall be capable of performing the specified duties and complying with the Specification requirements in all respects: SHOULD it transpire that such equipment, even when offered by make, model and/or type, is unsuitable or incapable of meeting, or performing in accordance with, the Contractor or Sub-contractor shall nevertheless be responsible for any additional costs incurred in providing the required or suitable equipment.

Whenever a specific make, model or type of equipment has been prescribed in the specification and the tender offers alternative, or equal make or type of equipment in the tender, the Department will in acceptance of such a tender inform the prospective contractor in writing as to the make, and/or type of equipment accepted. HOWEVER, it should be noted that the use of words "OR EQUAL" by the tender is to be discouraged and could lead to the disqualification of the tender.



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SPECIFICATION

FOR THE

OCCUPATIONAL HEALTH AND SAFETY

OF

INSTALLATION OF AIR CONDITIONERS

FOR

SOUTH AFRICAN POLICE SERVICE

MODIMOLLE SAPS POLICE STATION

LIMPOPO



DEPARTMENT OF PUBLIC WORKS

OCCUPATIONAL HEALTH AND SAFETY

HEALTH & SAFETY SPECIFICATIONS

FOR

**PROJECTS AND MAINTENANCE
(BUILDING/ELECTRICAL/MECHANICAL)**

MANAGED ON BEHALF OF

**THE NATIONAL DEPARTMENT OF
PUBLIC WORKS**

PROJECT:

Ref No:

PUBLIC WORKS:

Mr. - **HEALTH & SAFETY OFFICER (ELECTRICAL)**

Mr. K.E Nkuna (079-699-2114)

Mr. - **HEALTH & SAFETY OFFICER (MECHANICAL)**

Mss NW Mahlanyana (073-167-2956)

Mr. - **HEAD: PROJECTS & MAINTENANCE**

Mr - **PROJECT MANAGER**

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ATTACHMENTS:

14. HEALTH AND SAFETY FILE COMPILATION AND CONTENT
15. SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL
 INSTALLATIONS
16. GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS
17. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY)

1. PREAMBLE

*In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

*The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is suggested that the entire scope of the Labor legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this argument is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. It is reiterated that environmental management can not be disregarded.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and may change even on a daily basis. Therefore, due caution is to be taken when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to determine any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations.

*Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains.

***2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

The Health and Safety Specifications pertaining to the project; “(name of the project) – Phase 1 and Phase 2” etc. etc.), cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

It must be ensured that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

***5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- * The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan.
- * The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose.
- * All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * All Health and Safety Representatives (SHE-Reps) as per Section 18 of the Act.

5.1.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are necessary to ensure compliance to the Act, Regulations and Safety Standards.

Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10.	10 (a)	Formwork & support work supervisor	Contractor
11.	10(e) + (f)	Formwork & support work examiner	Contractor
12.	11(1)	Excavation supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional engineer or technologist	Contractor
14.	11(3)(k)	Explosives expert	Contractor
15.	12(1)	Supervisor demolition work	Contractor
16.	12(2) + (3)	Demolition expert	Contractor
17.	12(11)	Explosives expert	Contractor
18.	14(2)	Scaffold supervisor	Contractor
19.	15(1)	Suspended platform supervisor	Contractor
20.	15(2)(c)	Compliance plan developer	Contractor
21.	15(8)(c)	Suspended platform expert	Contractor
22.	15(13)	Outrigger expert	Contractor
23.	17(8)(a)	Material hoist inspector	Contractor
24.	18(1)	Batch plant supervisor	Contractor
25.	18(7)	Batch plant operator	Contractor
26.	19(2)(b)	Power tool expert	Contractor
27.	19.2 (g) (i)	Power tool controller	Contractor
28.	20(f)	Tower crane operator	Contractor
29.	21(1)(d)(i)	Construction vehicle and mobile plant operator	Contractor
30.	21(1)(j)	Construction vehicle and mobile plant inspector	Contractor
31.	22(d)	Temporary electrical installations inspector	Contractor
32.	22 (e)	Temporary electrical installations controller	Contractor
33.	26 (a)	Stacking and storage supervisor	Contractor
34.	27 (h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under the Chapter "Preamble" above. (page 4)

5.2 Communication & Liaison

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties will be through the H&S Committee as per the procedures determined by the H&S Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer,

instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the "owner(s)" and consultant and /or between the "owner(s)" and the contractor(s), will these assumptions be relinquished in favor of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

7. RESPONSIBILITIES

7.1 Client

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labor of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.3 **Contractor** (Responsibilities of in terms of this contract and health and safety specification)

As per 7.2 above as and where applicable or as indicated in the letter of appointment.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example: (elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

8.1 BUILDING WORK:

SCOPE:

EXISTING SINGLE-STOREY BUILDINGS:

1. *Popper notice shall be given to all persons in and around the building where construction work shall be executed. The building shall occupy during the construction period.*
2. *Notification to the provincial director must be given.*
3. *The contractor and sub-contractors must be registered and in good standing with the compensation fund at all time.*
4. *The contractor shall appoint a full-time competent employee in writing as the construction supervisor.*
5. *Work shall be executed at a height greater than 3 meters.*
6. *Excavation work exceeding 1 meter and more.*
7. *All site work; the contractor must take care of proper sun-protection for all his workmen, woman.*
8. *No work, contractor or sub-contractor shall be allowed to work in in-climate weather.*
9. *No danger tape shall be used on the construction site. All work areas shall proper be brigade.*
10. *Special care must be taken of:-*
Contractors using scaffolding, shall ensure that such scaffolding, when used, complies with the safety standards are carried out under the supervision of a competent person who has been appointed in writing.

8.2 ELECTRICAL WORK:

ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES:

Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No. R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated by Government Notice No. R.1953 of August 1988, respectively, as amended.

1. *Work shall be medium and low voltage electrical work. The contractor shall given proof of his high and low voltage registration.*

[Notes to the Client, Designer, Project Manager, Architect, Agent :

add references to the above project and include specific elements identified as the 'Critical Few'. The 'Critical Few' refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

N.B The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. Construction Regulation 5(3)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain a CIFR of at least 8 (See Annexure 3. to this document: "Measuring Injury Experience") and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3 Reports

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control,

to the Provincial Director of the Department of Labour (DoL) within seven days and at the same time to the Client and/or its Agent on its behalf.

(Section 24 of the Act & General Administrative Regulation 8.)

The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

12.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

12.5.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programmed for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

12.6.2 Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction training.

12.6.3 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 12.6.1. & 12.6.2. above
- * Operation of Cranes (Driven Machinery Regulations 18 (11))
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)

- * As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- * Emergency, Security and Fire Co-coordinator

12.7 Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 H&S Representatives (SHE-Reps) and H&S Committees

12.8.1 Designation of H&S Representatives ('SHE - Reps')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.8.2 Duties and Functions of the H&S Representatives

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries

- 8) Registers:
 - a. H&S Rep. Inspections
 - b. Matters of First Aid
 - c. Scaffolding
 - d. Ladders
 - e. Excavations
 - f. Portable Electric Equipment
 - g. Fire Equipment
 - h. Explosive Power Tools
 - i. Power Hand tools
 - j. Incident! Report Investigation
 - k. Pressure Vessels
 - l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - o Office/s
 - o Secure/Safe Storage and storage areas for materials, plant & equipment
 - o Ablution facilities
 - o Sheltered dining area
 - o Vehicle access to the site
- * Dealing with existing Structures.
- * Location of existing Services
- * Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- * Adjacent Land uses/Surrounding property exposures
- * Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- * Exposure to Noise
- * Exposure to Vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- * Use of Portable Electrical Equipment including:
 - o Angle grinder
 - o Electrical Drilling machine
 - o Skill saw
- * Excavations including:
 - o Ground/soil conditions
 - o Trenching
 - o Shoring
 - o Drainage
 - o Daily inspections
- * Welding including:

- Arc Welding
 - Gas welding
 - Flame Cutting
 - Use of LP Gas torches and appliances
- * Loading & Offloading of Trucks
- * Aggregate/Sand and other Materials Delivery
- * Manual and Mechanical Handling
- * Lifting and Lowering Operations
- * Driving & Operation of Construction Vehicles and Mobile Plant including:
 - Trenching machine
 - Excavator
 - Bomag Roller
 - Plate Compactor
 - Front End Loader
 - Mobile Cranes and the ancillary lifting tackle
 - Parking of Vehicles & Mobile Plant
 - Towing of Vehicles & Mobile Plant
- * Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Layering and Bedding of trench floor
- * Installation of Pipes in trenches
- * Backfilling of Trenches
- * Protection against Flooding
- * Gabion work
- * Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Protection from Overhead Power Lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programmed	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	*Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports auctioned by Management.
Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Auctioned by Management.
Section 37(1) & (2)	*Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-)Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site

		Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 8(5)	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. - Inspection register kept
Construction. Regulation 14	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 11	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
Construction. Regulation 19	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation,

Electrical Installation Regulations		after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 26/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 27/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <i>register</i> . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 23	Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs

		- every 36 months. - Register/Log kept of inspections, tests. Modifications & repair
General Safety Regulation 13A	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly there after. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register

14.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.

14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry" . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office" Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs
Site Safeguarding Security Measures	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site. Access control measures/register in operation Security patrols after hours during weekends and holidays Sufficient lighting after dark Guard has access to telephone/ mobile/other means of emergency communication
Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed

Emergency Drill & Evacuation	Emergency alarm audible all over (including in toilets) Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. (See Section 1 for Designation & Register)
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14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks) * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE.

	Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)
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14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage (See Section 1 for Designation & Register)	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085
Free Standing Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured.

	Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085
*Mobile Scaffolding	Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085
Formwork / Support Work	All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.
Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off.

14.8 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

14.9 Electricity (as part of, or additional to the manual "Safety & Switching Procedures for Electrical Installations"- see attached document)

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain
*Electrical Installations & Wiring	Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct: Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R'

	in it, so the b'R'own wire connects to the 'R'ight hand connector. "Blue" has the letter 'L' in it, so the b'L'ue wire connects to the 'L'eft hand connector. Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs
*Physical condition of Electrical Appliances & Tools	<u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket) Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine & plug. Plug in good condition, connected correctly and correct polarity.

14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing Equipment	Fire Risks Identified and on record <u>The correct and adequate Fire Extinguishing Equipment available for:</u> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<u>Fire Extinguishing Equipment:</u> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)
* Storage Issue & Control of Flammables (incl. Gas cylinders)	Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied Only sufficient quantities issued for one task or one day's usage Separate, special gas cylinder store/storage area. Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. Types of Gas Cylinders clearly identified as well as the storage area and stored separately. Full cylinders stored separately from empty cylinders. All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	HCS storage principles applied: products segregated Only approved, non-expired HCS to be used Only the prescribed PPE shall be used as the minimum protection Provision made for leakage/spillage containment and ventilation Emergency showers/eye wash facilities provided HCS under lock & key controlled by designated person Decanted/issued in containers as prescribed with information/warning labels Disposal of unwanted HCS by accredited disposal agent No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site All vessels or containers to be regularly checked for leaks

14.11 Excavations

Subject	Requirement
Excavations deeper than 1m.	Shored / Braced to prevent caving / falling in. Provided with an access ladder. Excavations guarded/barricaded/lighted after dark in public areas Soil dumped at least 1 m away from edge of excavation On sloping ground soil dumped on lower side of excavation All excavations are subject to daily inspections

14.12 Tools

Subject	Requirement
*Hand Tools	<u>Shovels / Spades / Picks:</u> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <u>Hammers:</u> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters Handles fit securely <u>Chisels:</u> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <u>Saws:</u> * Teeth sharp and set correctly * Correct saw used for the job
*Explosive Powered Tools.	Only used by trained / authorised personnel. Prescribed warning signs placed / displayed where tool is in use. Work area must be properly isolated/demarcated during use of tool. Inspected at least monthly by competent person and results recorded. Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded. Cleaned daily after use.

14.13 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded. No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed to drive / operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.

14.14 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
*Compressors	Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin
Concrete Mixer / Batch Plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators overseer identified and crane signals displayed and used.
*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits.

14.15 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1) General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): Notices re. Operation of Machinery	Schedule D Notice posted in Work areas
Vessels under Pressure Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure (VuP)	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of VuP's VuP's identified/numbered/placed on register/Manufacturers plate intact Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded/Test certificates available

Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely - grinder generally in good condition - no excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Toolrest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/ numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/ Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

14.16 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into

	existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times maintain his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No.R1010 dated 18 July 2003.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- Regulation No. 1 - Definitions
- Regulation No. 2 - Scope of application
- Regulation No. 3 - Notification of construction work
- Regulation No. 5 - Principal Contractor and Contractor
- Regulation No. 6 - Supervision of construction work
- Regulation No. 7 - Risk Assessment
- Regulation No. 26 - Stacking & Storage on construction sites
- Regulation No. 28 - Construction welfare facilities
- Regulation No. 29 - Approved Inspection authorities
- Regulation No. 30 - Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Regulation No. 8 - Fall protection
- Regulation No. 9 - Structures
- Regulation No. 10 - Formwork and support work
- Regulation No. 11 - Excavation work
- Regulation No. 12 - Demolition work

Regulation No. 13	- Tunneling
Regulation No. 14	- Scaffolding
Regulation No. 15	- Suspended platforms
Regulation No. 16	- Boatswain's chairs
Regulation No. 17	- Material hoists
Regulation No. 18	- Batch plants
Regulation No. 19	- Explosive powered tools
Regulation No. 20	- Cranes
Regulation No. 21	- Construction vehicles & mobile plant.
Regulation No. 22	- Electrical installations and machinery on construction sites
Regulation No. 23	- Use and temporary storage of flammable liquids on construction sites
Regulation No. 24	- Water environments
Regulation No. 25	- Housekeeping on construction sites
Regulation No. 27	- Fire precautions on construction sites.

All these will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) The Regulations of Local Gas Board(s)
- (viii) Legislation pertaining to water usage and the environment
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring

- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting.

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (attached GAR 9)

22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods longer than one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

23. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- 1 List of appointments
- 2 List of record keeping responsibilities
- 3 Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

1. LIST OF APPOINTMENTS

ITEM	REGULATION	APPOINTMENT	RESPONSIBLE PERSON
1.	4(1)(c)	Principal contractor for each phase or project	Client
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Health and Safety Officer	Contractor
7.	7(1)	Person to Carry Out Risk Assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall Protection Planner	Contractor
10.	10 (a)	Formwork & Support Work Supervisor	Contractor
11.	10(e) + (f)	Formwork & Support Work Examiner	Contractor
12.	11(1)	Excavation Supervisor	Contractor
13.	11(3)(b)(ii)(b)	Professional Engineer or Technologist	Contractor
14.	11(3)(k)	Explosives Expert	Contractor
15.	12(1)	Supervisor Demolition Work	Contractor
16.	12(2) + (3)	Demolition Expert	Contractor
17.	12(11)	Explosives Expert	Contractor
18.	14(2)	Scaffold Supervisor	Contractor
19.	15(1)	Suspended Platform Supervisor	Contractor
20.	15(2)(c)	Compliance Plan Developer	Contractor
26.	19(2)(b)	Power Tool Expert	Contractor
27.	19.2 (g) (i)	Power Tool Controller	Contractor
31.	22(d)	Temporary Electrical Installations Inspector	Contractor
32.	22 (e)	Temporary Electrical Installations Controller	Contractor
33.	26 (a)	Stacking and Storage Supervisor	Contractor
34.	27 (h)	Fire Equipment Inspector	Contractor

2. LIST OF RECORD KEEPING RESPONSIBILITIES

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHSA & Regulations Available on request	Every Contractor
5.	5(8)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan	Contractor
8.	7(2)	Risk Assessment - Available on site for inspection	Contractor
9.	7 (9)	Proof of Health and Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6(1)] has latest updated version of	Contractor

		Fall Protection Plan [CR 8(1)]	
11.	9(2)(b)	Inform contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
14.	9(5)	Maintenance records - safety of structure - Available on request	Owner of Structure
15.	10(d)	Drawings pertaining to the design of formwork/support work structure - Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection - On site available on request	Contractor
17.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
18.	17(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
19.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
20.	27(f)	Fire Evacuation Plan	Contractor

3. INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR14: SCAFFOLDING:	
CR15: SUSPENDED SCAFFOLDING:	
CR17(6): MATERIAL HOIST (S):	
CR18(1): BATCH PLANT:	
CR8(1)(a): FALL PROTECTION:	
CR11(1)(1): EXCAVATION WORK:	
CR12: DEMOLITION WORK:	
CR19(2)(b): EXPLOSIVE POWER TOOLS	
CR26(a): STACKING	

INSPECTION		N/A	YES	NO
SECTION/REGS	ITEM CHECKED			
	APPOINTMENTS			
CR6(1)	Supervisor:			
CR6(2)	Assistant Supervisor:			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 12(1)	Demolition Director			
	DOCUMENTS			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Notification of Construction Work			
CR 7(2)	Risk Assessment			
CR 7(9)(e)	Proof of the Health & Safety Induction Training			
CR 11(13)(h)	Inspection of Excavation (Records)			
CR 20(g)	Crane Operator Medical Certificate			
CR 21(11)	Mobile Plant Operator Medical Certificate			
CR 18(9)	Batch Plant Repairs & Maintenance Records			
CR22(d)	Temporary Electrical Installation Record			
CR 5(7)	Health & Safety File			
CR 15(11)	Suspended Platforms' Performance Records			
CR 17(b)& (c)	Material Hoists Record Book			
IMPROV NOTICE	Scaffolding Log Book			
CR 21(1)(d)(ii)	Medical Certificate of Fitness			

CR 21(1)(I)	Construction Vehicle & Mobile Plant Register			
CR 22(d)	Electrical Installation & Machinery Register			
	INCIDENTS			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			
	PUBLIC SITE			
FR 2(1)	Sanitary Facilities			
CR 28(1) (c)	Changing Facilities for each sex			
CR 25(d)	Perimeter fence & no admittance			
CR 25(e)	Overhead protection netting/falling objects			
NB Notice	Pedestrian warning			
	PERSONAL SAFETY EQUIPMENT			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	SAFETY PLANS			
	FIRST AID			
GSR 3(6)	Name(s) of First Aider (s):			
CR 4(1)(3)	Client's Health & Safety Specification			
CR5	Principal's contractor H&S Plan			
	FIRE HAZARD & PRECAUTIONS			
GSR 4	Flammables used, waste, hot work, diesel			
ER 9(1)	Portable Extinguishers			
	ELECTRICAL INSTALLATIONS & MACHINERY			
CR22	Guarding & PPE to Electrical Installations			
	ILLUMINATION			
ER 3(6)	Dangerous Places			
	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			
	EXCAVATIONS			
CR 11(3)(I)	Barricades			
CR 11(3)(c)	Safe Depth Shoring/Bracing			
CR 11(1)(a)	Monitored			
CR 11(3)(h)	Excavation Inspection Record			
	GUARDING			
ER 6(2)(f)	Floor Openings			
	Floor slab sides, Shafts			
	SITE EQUIPMENT			
GSR 13A(a)	Ladders condition, secured			

IMPROV	Scaffold condition, secured			
	Platforms no. of boards condition Support 1.25. Toe Boards			
IMPROV	Hand Rails			
	SITE MACHINES			
DMR 3(2)(3)	Circulars, guards, riving knives			
DMR 2(a)	Mixers guarded			
	ELECTRIC POWER			
EMR 6(1)	Supply Board, condition E.L Relay Test			
GMR 3(1)	Condition of Tools, Leads, Plugs, etc			
	LIFTING MACHINE/TACKLE			
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
	EXPLOSIVE POWERED TOOLS			
CR 19(1)	Safe Use and Storage			
IMPROV	Warning Notice			
	ROOF WORK			
CR 8(1)	Safety equipment & precautions			
CR 8(2)	Fall protection plan			
CR 8(3)	Updated fall protection plan			
	ASBESTOS CEMENT			
AR 10(a)	Suitable Tools			

WARNING: Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material be undertaken unless the work is entrusted and mandated to a "REGISTERED ASBESTOS CONTRACTOR" in terms of the Asbestos Regulations. [CR 12(9)] (plse. contact the Regional Manager's Office)

24. HEALTH AND SAFETY FILE COMPILATION AND CONTENT
(Document attached)

25. SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS (Document attached)

NOTE:

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

" I hereby certify that I have taken cognisance of the content of the document titled 'SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS' and have included the relevant elements of the document applicable to the above project in my Health and Safety Plan and shall ensure adherence to the requirements thereof."

The contents of CR 5 is pivotal when mandatory appointments are contemplated.

26. GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS
(Document attached)

27. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (Document attached)

ATTACHMENTS

14. **HEALTH AND SAFETY FILE COMPILATION AND CONTENT**
15. **SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS**
16. **GUIDE TO THE GENERAL ADMINISTRATIVE REGULATIONS**
17. **IMPORTANT CONTACT DETAILS - HEALTH & SAFETY ONLY**

"HEALTH AND SAFETY FILE"

FOR

**PROJECTS AND MAINTENANCE
(BUILDING/ELECTRICAL/MECHANICAL)**

MANAGED ON BEHALF OF

**THE NATIONAL DEPARTMENT OF
PUBLIC WORKS**

This document serves as a guide to Principle Contractors and Contractors (and their agents) to assist them in complying with the requirements of the Act and more specifically the Construction Regulations and to ensure a most comprehensive Health and Safety File. Kindly note the following extractions from the Construction Regulations:

"Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principle contractor upon request. [CR 5(7)]"

A Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7) [above], include a record of all drawings, designs, materials used and other similar information concerning the completed structure. [CR 5(8)]

A Principal Contractor shall ensure that in addition to the documentation required in the health and safety file as determined in the two sub regulations above, a comprehensive and updated list of all the contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done are included and available. [CR 5(9)]"

▢ ▢ ▢

The information, documentation and lists required to be included in the Health and Safety File as contemplated in the Construction Regulations [CR 5(7)], shall be suitably and sufficiently documented in terms of the following items listed below to ensure compliance with the Act as far as is reasonably practicable.

Note: In the event that any of the items listed below may not have reference to the planning, implementation and completion of the work to be done pertaining to the project on the construction site, it must clearly be indicated as such with a proper statement e.g. 'Not Applicable'. All other relevant references or items below shall relate to the information required as contemplated in the Act and Regulations.

IMPORTANT - This Health and Safety File shall be regarded as the property of the Client as it has to be consolidated and handed over to the Client upon completion of the project. The Principal Contractor shall ensure that this file is adequately protected against any form of damage, abuse or fraud.

Registers as follows:

- * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
- * H&S Representatives ('SHE - Reps') Inspection Register
- * Arc & Gas Welding & Flame Cutting Equipment Inspections
- * Inspection of Cranes
- * Inspection of Ladders
- * Inspection of Vessels under Pressure plus all other excluded under VUP regulations
- * Fire fighting equipment

The H&S Representatives (SHE-Reps) will be required to submit the abovementioned registers as well as other legally required registers, also from the list below, on a monthly basis to the chairman of the H&S committee for submission to, and endorsement by the H&S Committee. Also refer to the suggested Agenda for the H&S Committee under 12.8.3

Documents as follows:

Copy of OH&S Act (updated) (General Administrative Regulation 4.)
Proof of Registration and good standing with a COID Insurer (Construction Regulation 4(1)(g))
Appointments – in terms of the Construction Regulations * [See references Page 4]
Notification of Construction Work – Annexure 1 [CR 3]
H&S Specifications [CR 4]
H&S Plan – Principal Contractor, Contractor & Sub-contractors [CR 5(1) & (4)]
Proof of Periodic Audits [CR 4, 5 & 6]
List of all Contractors (accountable to Principal Contractor) on site [CR 5(9)]
Contractor Agreements [CR 5(9)]
Type of work done on site [CR 5(9)]

Records of drawings, designs, materials used and similar information concerning the completed structure [CR 5(8)]
 Input by Construction Safety Officer [CR 6(7)]
 Risk Assessment [CR 7(1)]
 Copy of Risk Assessment [CR 7(2)]
 Proof of H&S Induction Training [CR 7(4) & (7) & (9)(b)]
 Proof of training on Hazards and Work Related Procedures [CR (7)(4)]
 Fall Protection Plan [CR 8]
 Designer notice to contractor of dangers and hazards relating to construction work [CR 9(2)(b)]
 Drawings design of structure [CR 9(3)]
 Records of Inspections of Structure [CR 9(4)]
 Maintenance records – structure safety [CR 9(5)]
 Record Excavation Inspection [CR 11(3)(h)]
 Method Statement [CR 11(3)(k)]
 Method Statement [CR 12(2)]
 Method Statement [CR 12(11)]
 Operational Compliance Plan [CR 15(2)(c)]
 Certificates, design calculations, sketches and test results [CR 15(3)]
 Examination results [CR 15(9)]
 Suspended Platform Inspection and Performance Test records [CR 15(11)]
 Medical Certificate of Fitness [CR 15(12)(b)]
 Proof of Training [CR 15(12)(c)]
 Material Hoist Inspections [CR17(8)(c)]
 Maintenance Records Material hoist [CR17(8)(d)]
 Record Batch Plant Maintenance & Repair [CR18(9)]
 Register for control of cartridges/nails studs – explosive powered tools [CR19(2)(g)(ii)]
 Medical Certificates of Fitness [CR 20(g)]
 Medical Certificates of Fitness [CR 21(1)(d)(ii)]
 Findings of daily inspections Construction Vehicles & Mobile Plant [CR21(1)(j)]
 Record of Temporary Electrical Installation Inspections [CR22(d)]
 Record of Electrical Machinery Inspections [CR22(d)]
 Proof of Training [CR 27(i)]
 Evacuation Plan [CR 27(l)]
 H&S Rep & Committee Members details
 H&S Committee Meetings' Minutes
 Other appointments in terms of OHASA

The following further identified requirements in terms of the Act and other Regulations of the Act are similarly applicable as part of the contents of the 'Health and Safety File':

Details of Inspections (by DoL)
 Recording and Investigation of Incidents – Annexure 1 [GAR 9(1-3)]
 Action taken on all incidents [GAR 9(4)]
 Certificates of Competency in First Aid [GSR 3(4)]
 Record of Medical Surveillance required in terms of OHASA
 Proof of compliance with Asbestos Regulation requirements
 Proof of compliance with Major Hazard Installation requirements

**The Appointments to be made in writing with job descriptions as per the Construction Regulations may include some or all of the following:*

PRINCIPAL CONTRACTORS - [CR 4(1)(c)]
 CONTRACTORS – [CR 5(3)(b) + (11)]
 COMPETENT PERSONS
 - [CR 6(1) + (2)]
 - [CR 6(6)]
 - [CR 7(1) + (4)]
 - [CR 8(1)(a)]
 - [CR 10(a) + (e) + (f)]
 - [CR 11(1) + (3)(b)(ii)(b) + (3)(k)]
 - [CR 12(1) + (2) + (3) + (11)]
 - [CR 14(2)]
 - [CR 15(1) + (2)(c) + (8)(c) + (13)]

- [CR 17(8)(a)]
- [CR 18(1) + (7)]
- [CR 19(2)(b) + (2)(g)(i)]
- [CR 20(f)]
- [CR 21(1)(d)(i) + (1)(j)]
- [CR 22(d) + (e)]
- [CR 26(a)]
- [CR 27(h)]
- CONSTRUCTION SAFETY OFFICER - [CR 6(6)]
- DESIGNER - [CR 9(2)]

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IMPORTANT:

A copy of the following certification in terms of the “**SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS**” (Document attached) signed by the prospective tenderer / contractor is to be included in the Health and Safety File:

“ I hereby certify that I have taken cognizance of the content of the document titled ‘SAFETY AND SWITCHING PROCEDURES FOR ELECTRICAL INSTALLATIONS’ and have included the relevant elements of the document applicable to the above project in my Health and Safety Plan and shall ensure adherence and compliance to the requirements thereof.”

NATIONAL DEPARTMENT OF PUBLIC WORKS

SAFETY AND SWITCHING PROCEDURES

FOR

ELECTRICAL INSTALLATIONS

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1 REGULATIONS AND DEFINITION OF COMPETENT PERSON:

1.1 REGULATIONS:

All persons who carry out or arrange for work of any description for the Department in connection with electrical apparatus shall make themselves acquainted with the Occupational Health and Safety Act (Act 85 1993) with particular reference to the Electrical Machinery Regulations, Regulations 1 to 23 inclusive.

Access to the above Act and its Regulations can be arranged with the Regional Manager.

1.2 DEFINITION OF COMPETENT PERSON:

“competent person” in relation to machinery, means any person who—

- (a) has served an apprenticeship in an engineering trade which included the operation and maintenance of machinery, or has had at least five years’ practical experience in the operation and maintenance of machinery, and who during or subsequent to such apprenticeship or period of practical experience, as the case may be, has had not less than one year’s experience in the operation and maintenance appropriate to the class of machinery he is required to supervise;
- (b) has obtained an engineering diploma in either the mechanical or electro technical (heavy current) fields with an academic qualification of at least T3 or N5, or of an equivalent level, and who subsequent to achieving such qualification has had not less than two years’ practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise;
- (c) is a graduate engineer and has had not less than two years’ post-graduate practical experience in the operation and maintenance appropriate to the class of machinery he is required to supervise and who has passed the examination on the Act and the regulations made there-under, held by the Commission of Examiners in terms of regulations E5 (2) of the regulations published under Government Notice R.929 of 28 June 1963; or
- (d) is a certificated engineer;

2 SAFETY EQUIPMENT

The following equipment required for working on electrical installations and distribution systems, must be maintained in good order and repair and must be made available:-

Safety belt, overalls, hard hat, safety shoes or boots, rubber gloves, "Men Working" notice boards, locks for locking off switches, buss bar shutters in truck-type switchgear, isolators or earthing links, rubber sheet and length of rope with short circuiting earthing-chains, earthing sticks and testing/phasing sticks rated for the voltage of the equipment to be tested.

Under no circumstances shall work be carried out on electrical apparatus unless the proper safety equipment is used

With regard to overhead line-men, no work shall be carried out unless use is made of a non-metallic ladder and the appropriate safety belt, rubber gloves, overalls, hardhat and safety shoes or boots are worn. The buddy system must also be implemented.

3 DEFINITION OF OPERATING TERMS

3.1 Alive or live

This means electrically connected to the power system and/or electrically charged.

Consider an isolated overhead line that is not earthed. An overhead line can be electrically connected to the system in the following ways:

- (a) By means of a metallic conductor such as links and breakers or switches. This is the normal way of transmitting electrical energy.
- (b) Electromagnetic induction or transformer action from a nearby current carrying line will induce a dangerous voltage in the isolated lines and are a hazard to all personnel that must work on or with the line.
- (c) Electrostatic induction or condenser action from a nearby live line will induce a dangerous voltage in any isolated, but not earthed, overhead line. Electrically charged means at a potential difference or voltage above zero

3.2 Dead

This means that any apparatus so described is isolated from the power system. Rotating plant shall not be regarded as dead until it is stationary or is being slowly rotated by means of barring gear and is not excited.

The Occupational Health and Safety Act defines dead as: "dead" means at or about zero potential and isolated from any live system. Disconnected has the same meaning as isolated. An overhead line disconnected from all sources of supply but not earthed, cannot be regarded as dead because:

- (a) It can retain a static charge.
- (b) It can acquire a static charge due to atmospheric conditions.
- (c) It can accidentally be made alive.
- (d) Nearby lines continually induce voltage in them.

The regulations recognise only the following devices as disconnects or isolators:-

- (a) Links.
- (b) Fuses.
- (c) Truck type switchgear.

3.3 Earthing

This means the connecting of apparatus electrically to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy. This is done through an earth bar or spike by means of a good metallic conductor.

To fully appreciate this definition we must refer to the Electrical Machinery Regulations, Regulation 3 of the Occupational Health and Safety Act which states:

"Work on Disconnected Electrical Machinery. —Without derogating from any specific duty imposed on employers or users of machinery by the Act, the employer or user shall, whenever work is to be carried out on any electrical machinery which has been disconnected from all sources of electrical energy but which is liable to acquire or to retain an electrical charge, as far as is practicable, cause precautions to be taken by earthing or other means to discharge the electrical energy to earth from such electrical machinery or any adjacent electrical machinery if there is danger if there is danger there from before it is handled and to prevent any electrical machinery from being charged or made live while persons are working thereon."

Electrical apparatus and in particular overhead lines may become charged due to:-

- (a) Direct lightning strokes.
- (b) Electro magnetically induced currents due to a lightning stroke in the immediate vicinity of the line.
- (c) Electro statically induced charges on the lines due to the presence of thunderclouds.
- (d) Electrostatic charges imparted to the line by the friction of dust or snow blowing past the conductors.
- e) Electrostatic charges imparted to the line due to changes in line altitude"

These changes are responsible for tremendously high voltages between overhead lines and earth, in fact, sometimes high enough to cause a flash over on insulators. A spark may span several centimetres of air to a person's hand should he approach too closely to an isolated unearthed overhead line.

An overhead line or apparatus can be made alive by:

- (a) Unauthorised operating, i.e., closing the wrong links and breaker.
- (b) Faulty wiring on consumer's stand-by sets. (Back feed from consumer)
- (c) A broken overhead conductor from a different line falling onto the isolated line.
- (d) Synchronising plugs.

From the foregoing paragraphs it is clear that the purpose of earthing isolated lines and apparatus are:

- (a) To discharge them should there be a residual voltage or charge.
- (b) To prevent them acquiring a static charge.
- (c) To prevent danger to persons working on apparatus in the event of someone accidentally making it alive.
- (d) To dissipate induced voltages continuously and safely.

Earthing gear means the fixed or portable appliances used for earthing electrical apparatus. The dangers from inadequate or improper earth connections are:

- (a) Electrocution.
- (b) Burns from arcing.
- (c) Electric shock leading to falls.

Earthing may be done by the closing of earthing links, or by the attaching of fixed earthing devices or by the affixing of portable earthing straps. In each case the main idea is to ensure the safety of personnel.

In affixing portable earth straps, the connection to the earthbar or earthed metal or spike must be made first and in removing such earthing straps, the disconnecting from the earthbar or earthed metal or spike must be done last. Also, a link stick or an insulated stick should be used to connect the earth wires to the overhead lines or apparatus.

These requirements are most important because connecting the portable strap first to earth and then to the conductors by means of a link stick avoids the risk of a shock to the operator from static charges or induced voltages.

REMEMBER: *Always safety test before applying earths.*

3.4 Isolate

This means to disconnect from all Sources of electrical potential by means of opening of links or fuses or the withdrawal of truck-type circuit-breakers.

All sources of electrical potential mean all points or circuits from where the apparatus can be made alive. Links, fuses and truck-type switchgear can be regarded as isolators because:

- (a) They leave a visible air gap in a circuit when open, removed or withdrawn.
- (b) They contain no stored energy and will not close due to defects.
- (c) They can be locked in a physical condition and thus can only be operated by the person with the correct key.

Opening links and locking them in the open position; removing fuses and locking them away; withdrawing truck-type switchgear and locking the buss bar shutters are the only safe methods of isolating.

3.5 Circuit Breaker

This is a device designed to make or break electric current under normal and fault conditions. A breaker can make or break an electric current because it is designed to extinguish the arc very rapidly and effectively. It is also designed to withstand the tremendous forces under short circuit conditions. The arc-extinguishing medium for high-voltage breakers is normally air, oil or vacuum and should this medium be lost, the breaker becomes a link. Never use a breaker without an arc-extinguishing medium to interrupt current flow because the breaker will probably explode or it will sustain severe damage.

A fault condition is any condition that will cause an excessive amount of current flow. The normal fault conditions are:

- (a) Phase faults.
- (b) Earth faults.
- (c) Open circuit in one line of a three-phase system (Single-phasing).
- (d) Too low a voltage. (Motors will draw a large current or even stall).

- (e) Too high a voltage.
- (f) Overloading.

For the following reasons breakers cannot be regarded as isolators:

- (a) They leave no visible gap in a circuit.
- (b) They contain stored energy and can close on their own due to various defects.
- (c) It is normally not possible to lock them in an open position.
- (d) Oil circuit-breakers are subjected to carbon tracking which could cause a flash-over between contacts.

3.6 Link

This is a device for making or breaking a circuit when no load current is flowing. Links differ from breakers and switches in the following respects:

- (a) They are not equipped with an arc extinguishing medium/device.
- (b) Their movement is very slow.

Should current be interrupted by means of links, an uncontrollable arc will be struck at the points where the contacts part.

The temperature of the arc is so high (+ 2 000°C) that it will simply melt the parting contacts. As the contacts move further apart, the arc will lengthen and burn everything away. Molten metal could splash onto the operator and cause severe injuries.

As the arc lengthens, considerable noise is generated and the light intensity is so severe that the operator could suffer from "welding flash" of the eyes.

When apparatus equipped with earthing links is required to be earthed at more than one place, the earthing links shall always be closed first and thereafter, any necessary portable earthing gear may be affixed to the apparatus.

In removing the earths in readiness for making the apparatus alive, all portable earthing gear shall first be removed and earthing links shall be opened last.

Closing the earthing links first ensures maximum safety to the operator. These links are easily operated, make good contact and the operating handles are at a safe distance from the contact points.

Locks and keys shall also be provided for links. The operating mechanism of all manually operated links shall be fitted with fastenings for locks. The operating mechanisms of each set of manually operated links shall normally be locked whether the links are in the open or in the closed position.

The locking of links provides a safeguard against their being opened or closed in error by other persons apart from the one with the correct key and a written instruction to operate.

3.7 Operating methods

This means switching, linking, safety testing and earthing. This definition also indicates the order of operating when making apparatus safe to work on.

- (a) Switching -
 - (i) Open breaker or switch to interrupt current flow safely, i.e. prevent arcs.
 - (ii) Close breaker or switch to start current flow - the only safe way.
- (b) Linking - open at least one set of links from where the apparatus can be made alive and lock the links in the open position. Always ensure that you are not going to start or interrupt current flow with the links by ensuring that the breaker or switch is open.
- (c) Safety test - test all three phases to ensure that the apparatus is disconnected from all sources of supply and that there is no back-feed from a consumer's standby set or other source.

(d) Apply earths - ensure safety of the workers by:-

- (i) Discharging the line or apparatus.
- (ii) Preventing the line from acquiring a static charge.
- (iii) Preventing the line or apparatus from being accidentally made alive.

Before applying portable earths, ensure that they are mechanically and electrically in good condition. There should be no broken strands, the clamps should be rigid and without defect and when applied properly, should make intimate contact with the conductors and earthbar or spike. The earthing cable tails should be as short as possible. The current carrying capacity of the portable earth is greatly reduced by broken strands. It will act as a fuse and increase the danger to workmen.

4 GENERAL SAFETY PRECAUTIONS

No person shall carry out work of any description (including maintenance, repairs, cleaning and testing) on any part of electrical apparatus unless such parts of the apparatus are:

- (a) dead;
- (b) disconnected, isolated and all practicable steps taken to lock off from live conductors;
- (c) efficiently connected to earth with the appropriate earthing sticks or gear designed for this purpose at all points of disconnection of supply;
- (d) screened where necessary to prevent danger, and caution and danger notices fixed;

and unless such person is fully conversant with the nature and extent of the work to be done.

It is the duty of the competent person in charge of the work to ensure that the foregoing provisions are complied with. He shall also ensure that when the work has been completed, the apparatus is safe to be made alive and that all earths and temporary danger notices have been removed.

Provided that cleaning and painting of earthed metal enclosures, connections or disconnections of circuits to or from live systems may be carried out in accordance with instructions issued by the competent person concerned.

Provided also that where the design of the apparatus precludes the strict compliance with all details of these precautions, the work shall be carried out to the instructions of the senior competent person present.

When any person receives instructions: regarding work on or the operation of high voltage apparatus he shall report any objection to the carrying out of such instructions to the competent person who shall have the matter investigated and, if necessary, referred to higher authority.

5 ACCESS TO HIGH VOLTAGE ENCLOSURES AND APPARATUS

Enclosures, chambers, cubicles or cells containing high voltage conductors shall be kept locked and shall not be opened except by a competent person.

6 SWITCHING:

- (a) No switching shall be carried out without the sanction of the appropriate competent person except for agreed routine switching or in cases of emergency.

All telephone instructions/messages relating to the switching operation shall be written down and be repeated in full to the sender to ensure that the message has been accurately received.

- (b) When a switch shows any sign of distress after operating, its condition shall be immediately reported to the appropriate competent person, and it shall be examined before further operation.
- (c) The examination of and necessary adjustments including inspection and/or changing of oil of any high voltage oil immersed circuit-breaker which has operated under fault conditions shall be carried out if possible before the circuit-breaker is re-closed, or at the earliest available opportunity thereafter.

7 WORK IN SUBSTATIONS AND SWITCHING STATIONS CONTAINING EXPOSED LIVE CONDUCTORS.

7.1 Safety Clearances to Live Conductors:

Unless the whole equipment is “dead”, the section which is made dead for work to be carried out shall be defined by the use of barriers or roping such that the minimum clearance from the nearest exposed conductor to ground level or platform or access way shall be:-

Rated Voltage	Clearance
Up to 11 kV	3.0 m.
From 11kV to 33kV	3.4 m

The area at ground level shall be only that in which the work is to be carried out.

7.2 Insufficient Clearances

If the above clearances are not sufficient to avoid danger, other suitable arrangements shall be made to provide the requisite degree of safety.

7.3 Ladders and Other Long Objects

Ladders and other long objects shall not be used without the permission of the senior authorised person in charge of the work and the movement and erection of such ladders shall be under his/her direct supervision at all times.

8 WORK ON METAL CLAD SWITCHGEAR SPOUTS:

- (i) The section of bus bars on which work is to be carried out shall be made dead and isolated from all points of supply.
- (ii) The shutters of live spouts shall be locked closed.
- (iii) The busbars shall be earthed with approved earthing equipment if possible, at a panel other than that at which work is to be carried out. Temporary earths shall in any case be applied to all phases on the busbar at the point of work. These earths may then be removed one phase at a time for work to be carried out. Each phase earth shall be replaced before a second phase earth is removed.

For the earthing of metal clad switchgear, approved appliances only shall be used. The insertion of the hand or any other tool in contact spouts for this purpose is forbidden.

9 WORK ON TRANSFORMERS:

When work is carried out on transformers, both the primary and secondary switches and isolators shall be opened. The transformer shall also be isolated from all common neutral earthing equipment from which it may become live. This does not require the disconnection of solidly earthed neutrals.

10 WORK ON CABLES, CONDUCTORS AND OVERHEAD LINES:

10.1 Cables and Conductors

- (a) No person shall touch the insulation, which covers or supports any high voltage conductor unless the conductor is dead and earthed.
- (b) Before carrying out work involving cutting into a high voltage cable, the responsible person shall satisfy himself that the cable has been made dead, isolated and earthed where practicable and identified. In all cases of doubt, the cable shall be spiked in an approved manner.

TESTING PROCEDURES AND PRECAUTIONS FOR COMMISSIONING OF ELECTRICAL CABLES

The aim of this section is to create an awareness of the latest standards and testing procedures for the commissioning of new and the re-commissioning of repaired electrical cables.

Before commissioning or re-commissioning cables tests must be carried out to ensure the integrity of the cable/s and to ensure the safety of operating personnel.

1. Low voltage Cables

1.1 Initial Tests

Carry out a meter test to ensure that the insulation resistance complies with the manufacture's and the relevant SABS requirements. For L.V. cables a 500V d.c. meter is adequate for this purpose.

1.2 Voltage Tests

This covers extruded solid dielectric cables (covered by SABS 1507), voltage ranges are as indicated in Table 1

After installation the cable has to be tested to ensure the integrity of the cable and the quality of the work. A.C. testing of solid dielectric cables is preferred. Very low frequency high voltage sinusoidal electrical testing methods are recommended to avoid the use of cumbersome large testing equipment.

Method: The test voltage should be applied between conductors and between each conductor and the metallic protection or earthed surroundings of the cable as appropriate. The voltage to be raised gradually to the specified values in the table and maintained for 15 minutes.

Table1 -Test Voltages After Installation

1	2	3	4
able operating voltage	Where test voltage is to be applied	Test Voltage V	
		m.s)	d.c.
300/500	Between Conductors and conductors/earth		
600/1000	Between Conductors and conductors/earth		
1900/3300	Between conductors		
1900/3300	Between Conductors and conductors/earth		

2. Medium/High Voltage

Each section of the cable installation between substations shall be subjected to a preliminary voltage or insulation resistance test to prove the insulation resistance.

The installation resistance can be measured with a high voltage meter with a rating of 5000V.

2.1 Paper Insulated Lead covered Double Steel Tape or Wire Armoured Cable (covered by SABS 97), voltage ranges are as indicated in Table 2

The test voltage should be applied between conductors and between each conductor and the metal sheath, which should be held at earth potential. In each case, the voltage should be increased steadily to the stipulated value and maintained at this value for 15 minutes.

Table 2 in-situ test voltages.

1	2	3	4	5	6	7
Voltage Rating of Cable kV	Test Voltage					
	Belted Cables				Single-core and screened cables	
	Between conductors		From conductor to sheath		Between conductor and sheath or screen	
	a.c.	d.c.	a.c.	d.c.	a.c.	d.c.
3.3/3.3	7	9	7	9	-	-
3.8/6.6	13	19	8	11	8	11
6.6/6.6	13	19	13	19	-	-
6.35/11	22	31	13	19	13	19
11/11	22	31	22	31	-	-
12.7/22	-	-	-	-	25	36
19/33	-	-	-	-	38	54

2.2 XLPE-Insulated Cables covered by SABS 0198 Part 13.

NOTE: If circumstances necessitate testing that is not in accordance with the recommendations of this section, the cable manufacturer or a test expert should be consulted before any testing is carried out.

The use of inappropriate or excessive test voltages or of unsuitable fault location methods can damage XLPE-insulated cables. Cables that are particularly prone to damage during testing are those that have water trees and those that have a construction that differs from that specified in the 1981 and in subsequent editions of SABS 1339.

The Types of Test Waveforms to be applied are:

- Very low frequency (VLF): An Alternating waveform that is either sinusoidal or pseudo-square/cosine rectangular, of nominal frequency 0,1 Hz.
- Power frequency: An alternating sinusoidal waveform of frequency in the range 25 Hz to 100 Hz.
- Surge: A step waveform that has a rise time of a few microseconds and that gradually decays to zero within 5 s.

These waveforms are referred to in the various test tables below.

Note: Where the capacity of the test set permits, all three cores of a three-core cable may be tested together.

2.2.1 PRELIMINARY TESTS

2.2.1.1 Leakage Resistance. Before carrying out any testing or fault location, determine and accurately record the leakage resistance to earth and, if relevant, between conductors. Use an instrument that generates a d.c test voltage of not less than 250 V and not more than 5 kV. Typical minimum values of leakage resistance are given in Table 3.

TABLE 3—MINIMUM LEAKAGE RESISTANCE

1	2	3	4	5
Cable Operating voltage U , kV	Minimum leakage resistance, M Ω			
	Cable length, m			
	100	300	1 000	3 000
6,6	150	50	15	5
11	240	80	24	8
22	460	153	46	15
33	680	227	68	23

NOTE:

- 1 The value of leakage resistance multiplied by the cable length should not be less than $(2U + 2) \text{ M}\Omega\cdot\text{km}$, where U is the voltage rating of the cable in kilovolt.
- 2 This test is repeated after the required sequence of tests (see 2.2.2.7).

2.2.2 TESTING

- 2.2.2.1 Over voltage Commissioning Tests. When newly installed cables are being commissioned, they should be tested at the test voltages given in Table 4, appropriate to the test waveforms and test durations given in columns 1 and 2 of the table.

TABLE 4—COMMISSIONING TEST VOLTAGES (r.m.s.)

1	2	3	4	5	6
Test waveform (see 2.2)	Duration, Min	Commissioning test voltage, kV			
		Cable Operating voltage, kV			
		6.6	11	22	33
VLF (0,1 Hz)	60	11	19	38	57
Power frequency	60	8	13	25	38

NOTE:

1. Test sets for the above are commercially available.
2. Where the above test levels cannot be achieved, a reduced voltage for an extended time may be negotiated.

- 2.2.2.2 Overvoltage Maintenance/Repair Tests. When cables are tested for maintenance or repair purposes, they should be tested at the test voltages given in Table 5, appropriate to the waveforms and test durations given in columns 1 and 2 of the table.

- 2.2.2.3 Surge Test Method (see Table 5). The surge test is intended to be a practical basic safety test. It can be used as a non-damaging means of identifying fairly serious existing or potential faults when power frequency or VLF equipment is not available. The test avoids the application of a continuous d.c. voltage (see 2.2.2.4), but it is not as conclusive or rigorous as the other methods.

CAUTION: During the surge test, a peak voltage of up to twice the test voltage can be generated in the cable.

Method. Charge the surge generator to the appropriate test voltage given in Table 5. Using single-shot mode, release a surge into the cable and then soft-discharge the cable (see 2.2.5.5) within 5 s. Repeat the procedure up to five times and then fully discharge the cable by solidly earthing it for at least 5 min.

TABLE 5—MAINTENANCE/REPAIRS TEST VOLTAGES (r.m.s.)

1	2	3	4	5	6
Test waveform (see 2.2)	Duration	Maintenance/repair test voltage, kV			
		Cable operating voltage, kV			
		6.6	11	22	33
VLF (0,1 Hz)	15 min	8	13	25	38
Power frequency	15 min	7	11	22	33
Surge test (see 2.2.1.3)	5 surges, max.	7	11	22	33

- 2.2.2.4 D.c. Over voltage Testing. D.c. over voltage testing is likely to cause irreversible damage to XLPE-insulated cable systems, particularly if the cables have water trees. It often fails to identify potentially hazardous conditions in the cable. If d.c. testing has to be carried out because no other test methods are available, the voltage and duration should be limited to the appropriate values given in Table 6, which are recommended for quick identification of gross faults only. Use a d.c. test set or a surge generator in d.c. mode to apply the test voltage. After applying the voltage, soft-discharge the cable (see 2.2.2.5), using either the d.c. test set or a discharge stick. Fully discharge the cable by solidly earthing it for at least 8 h but preferably for 24 h.

TABLE 6—D.C. TEST VOLTAGES

1	2	3	4	5
Duration, s	D.c. test voltage, kV			
	Cable operating voltage, kV			
	6.6	11	22	33
10	6	10	20	30

- 2.2.2.5 **SOFT DISCHARGE OF CABLE**. An XLPE-insulated cable should always be soft-discharged through a resistance of at least 200 k Ω , for example by using a discharge stick. Discharging a conductor direct to earth by short-circuiting it with a lead can severely damage the cable. After the initial discharge, a cable should be solidly earthed for at least 5 min. If the cable has been subjected to any form of d.c. test, it should be solidly earthed for at least 8 h, but preferably for 24 h.
- 2.2.2.6 **CABLE SHEATH TESTING**. To avoid problems caused by the ingress of water into the cable, a cable should be subjected to sheath testing:
- a) at commissioning,
 - b) annually, and
 - c) after the location and repair of a fault.
- Cable sheath testing can also be used to locate conductor earth faults that have punctured the outer sheath, provided that multiple sheath faults are not present. A direct current sheath test voltage of 5 kV should be applied for 1 min, with a leakage current of 1 mA/km being regarded as acceptable.
- 2.2.2.7 **AFTER TESTING**. After completion of any of the above tests, the leakage test described in 2.2.1.1 should be repeated. A tenfold reduction in the value of leakage resistance could indicate a potential problem.
- 2.2.3 **CIRCUIT-BREAKER CLOSURE**
- 2.2.3.1 Faulty or Unknown Cable Conditions. Closing a circuit-breaker on an untested cable can be hazardous to the operator and can damage the cable. A fault should never be re-established by repeated closing of a circuit-breaker.
- 2.2.3.2 Voltage Doubling. During switch-in onto open circuit, voltage doubling occurs at the remote end of the cable. Voltages of up to 20 kV can occur on an 11 kV system. Switching onto a load such as a transformer avoids this voltage doubling.

IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE

NUMBER

CONTACT PERSON



Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.



TYPE	SIZE (H x W x D) [mm]	COOLING CAPACITY [kW]	HEATING CAPACITY [kW]	SUPPLY AIR FLOW [L/s]	PHASE/VOLTAGE/Hz	QTY
C-01	MID-WALL UNIT	940x200x298	3.5	-	1/220-240/50	4
C-02	MID-WALL UNIT	1008x221x319	5.3	-	1/220-240/51	3
C-03	MID-WALL UNIT	1008x221x319	8.8	-	1/220-240/51	4

- [illegible]

AT DOTS

CORQUEST UNIT

ACQUIL UNIT

**RETRO-SMART RETURN
PRINTS**

REINFORCED FIBER PAPER

**GROUPOLE SHAM
PAPER**

COMPOSITE DARK PAINT

HIGH PRESS BOLLARD

WIND CONTROLLER

WRING CARDS

DRAWING ISSUED FOR:	
INFORMATION	
PRELIMINARY DESIGN	
DETAILED DESIGN	X
TENDER	
CONSTRUCTION	

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DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

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

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

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

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

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

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

2.2 Abbreviations

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

3 BASIC METHOD REQUIREMENT

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

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

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

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

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

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

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

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

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

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

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

4.2 Recommended practice

4.2.1 Workshop Schedule

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

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

4.2.2 Service Providers

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

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

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

4.2.3.1 UNIT 1: The nature of HIV/AIDS

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

Assessment Criteria:

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

4.2.3.2 UNIT 2: Transmission of the HI virus

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

Assessment Criteria:

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

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

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

Assessment Criteria:

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

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

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

Assessment Criteria:

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

4.2.3.5 UNIT 5: Living with HIV/AIDS

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

4.3 Displaying of plastic laminated posters and distribution of information booklets

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

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

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

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

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

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

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

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

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

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

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

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

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

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

7.2 The Awareness Champion shall be responsible for:

- 7.2.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

8 MONITORING

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

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

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

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

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

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

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

Tick the block if Contractor satisfactorily complied with specifications

[illegible]

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

Representative/Agent

Date

Contractor

Date

SCHEDULE A

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

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

Deviations from HIV/AIDS awareness programme plan:

--

Corrective actions:

--

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

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

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

[illegible]

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R _____

Department of Public Works Project Manager: _____

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

AWARENESS MATERIAL

Describe location of posters displayed during the programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms distributed: _____

Indicate total number of female condoms distributed: _____

Describe where male condom dispenser was placed: _____

Describe where female condom dispenser was placed: _____

HIV/AIDS WORKSHOPS

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

Indicate the duration of workshops: _____

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

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

Comments on HIV/AIDS workshops on site: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

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

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

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

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

Excessive weight loss
 Reactive TB
 Hair loss
 Severe tiredness

Coughing or chest pain
 Pain when swallowing
 Persistent fever
 Diarrhoea

Vomiting
 Meningitis
 Memory loss
 Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

National Department of Public Works

(Principal Client)

Health and Safety Site Specific Specification

Submitted to:

Contractor: _____

FOR

Site: Modimolle Police Station

Reference nr:

OFFICE OF THE REGIONAL MANAGER

DEPARTMENT OF PUBLIC WORKS

Private Bag X9469

POLOKWANE

0700

Date: 21 February 2024

Covid19 regulations and protocols form part of Health and Safety and must be incorporated and must be priced to ensure all legislation are adhere to. The average price for H&S& Covid is plus minus 5% of contract value. The OHS must be priced in the BOQ a requirement.

Scope of work:

The SANS 10400 –S :2011 must be used to construct the Disability Facility
INDEX:

1. This specification document (Construction regulation 2014, (7)(c)(1))
2. The Safety File
3. The Safety File Index
4. Incident / Accident reports / Wcl 2
5. Safety Committee and Minutes
6. Monthly Safety Audit Reports (CR 2014 7(1)(c)(vii))
7. Letter of good standing (CR 2014 7(1)(c)(iv))
8. Health and Safety Organogram
9. contractor A's appointment letter as a Contractor
10. Legal Appointments
11. Operators Appointments (CR 2014 23(d)(i)(ii))
12. List of Plant on Site
13. List of Contractors on Site
14. Mandatory Agreement with contractor
15. Contractors Mandatory Agreements
16. Contractors Specification Documents (CR 2014 7(c)(i))
17. Contractors Appointment Letters (CR 2014 7(c)(v))
18. Contractors Safety Plans (CR 2014 7(c)(vi))
19. Contractors "Letter of Good Standing." (CR 2014 7(c)(iv))
20. Plant Hire and Labour only Contractor's Mandatory Agreements
21. contractor A's Safety Plan (CR 2014 7(2)(a))
22. contractor A's Health & Safety Policy Document
23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))
24. Incident/Accident Reporting Policy/Procedure
25. Health and Safety Specification Document (This document)(CR 2014 ((7)(c)(i))
26. Fall Protection Plan (CR 2014 10(1))
27. Site Emergency Plan
28. Site Rules
29. Risk Assessments
30. Public Safety
31. Safety Awareness Program
32. Toolbox Talks
33. REGISTERS
34. Induction Training Register (CR 2014 (7)(5))

35. PPE Issue Register
36. Safety Harness Register
37. Hazardous Chemical Substance Register (CR 2014 (25))
38. Ladder Register
39. First Aid Register
40. Lifting Equipment Register
41. Electrical Equipment Register
42. Fire Equipment Register
43. Scaffold Register
44. Form & Support Work Register (CR 2014 12)
45. Explosive Actuated Fastening Devices Register (CR 2014 (21)(2)(g)(ii))
46. CHECKLISTS
48. Electrical safety (CR 2014 (24))
49. Competency certificates (CR 2014 (1)(a))
50. Medical Certificates (CR 2014 7(1)(g))
51. Regulations applicable (CR 2014 7(3))
52. Covid 19 specification

Before you will be allowed to perform work on site you must adhere to all of the following as contemplated in the Occupational Health and Safety Act, Act no 85 of 1993, the Construction Regulation 2014 and this document: (and must have an approved H&S plan in place)

1. This specification document (Construction regulation 2014, (7) (c) (1))

You are required to compile your safety file the way we require in this document. You will not be allowed to start working on site unless your safety file has been approved. Submit the file well in advance to enable our safety Department to audit and approve it, and if there are any discrepancies you will have ample time to rectify and re-submit.

This document requirement is that of what is written in the OHS Act. It also contains guidelines from Departmental Enquiries, court cases and own Experience. The ultimate goal of this document is to direct you

to be legal and thereby keep us, contractor, the Principle Contractor, and the Client, legal and free from prosecution.

This document serves as our minimum requirements. We don't go overboard with safety. Nevertheless, this document is the law on site. Don't do less than what is described in this document. Don't fall victim to the new stupidity of propagating that, "if it is not specified in this document then we won't do it," or, "it is not explicitly mentioned in the OHS Act and therefore we will not do it."

2. The Safety File

1. Use a lever arch file to contain all the documents
2. Divide the documents with dividers of the plastic type, numbered 1 to 31. Use another set of dividers behind the first, if the one set is not sufficient.
3. Clearly identify the file with the words "Safety File" and the Company name printed on the side with letters big enough to read from a distance for anyone on site to recognise it as the safety file.
4. Always have the safety file available in the site office. It will be handed to the Client at site handover. It may never leave the site.
5. All forms must be completely filled in and fully signed by all parties.
6. It must be clearly understood that all documents in the safety files are legal documents and must be treated as such. If corrections are made on any of the documents it must be initialled by all parties involved. No tipex are allowed.
7. All documents that are copies of the originals must be certified as a true and correct copy of the original.

3. The Safety file index

1. Laminate the file index to prevent it from tearing and it will last longer. Paste it in front of the file.

The following is a sample of such an index. There may be items that you want to add or change to fit your style. You may do so.

2. Please note that we need you to keep all documents separate with dividers. It makes it easier to find during an audit and your day to day activities.
3. Also note that one person can be appointed for more than one designation. The site number, printed in red on the cover page, must be prominently printed on all your documents.

INDEX:

1. Incident / Accident reports / Wcl 2 forms / Annexure ones
2. Safety Committee Meeting Minutes (Supplied by contractor)
3. Monthly Safety Audit Reports (We will audit you monthly) (CR 2014 (7) (c) (vii))
4. Letter of Good Standing (CR 2014 (7) (c) (iv))
5. Health and Safety Organogram
6. Contractor A's appointment letter as a Contractor (CR 2014 (7) (c) (v))
7. Legal Appointments With proof of Competency & Medicals
8. CEO Delegation of Duties (16.2)
9. Construction Manager (CR 2014 (8) (1))
10. Assistant Construction Manager (CR 2014 (8) (2))
11. Construction Safety Officer (CR 2014 (8) (5) (6))
12. Construction Supervisor (CR 2014 (8) (7))
13. Assistant Construction Supervisor (CR 2014 (8) (8))
14. Risk Assessors (CR 2014 (9) (1))
15. Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
16. Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
17. Excavation Supervisor (CR 2014 (13) (1) (a))
18. Scaffold Supervisor (CR 2014 (16) (1))
19. Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5))
20. Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1))

21. Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1))
22. Fire Equipment Inspector (CR 2014 (29) (h))
23. Fall Protection Planner (CR 2014 (10) (1) (a))
24. Safety Representatives (OHS Act (17))
25. List of Plant on site
26. Blank Appointments
27. Accident Register
28. Principle Contractor Mandatory Agreement
29. Plant Hire & Labour Only Mandatory Agreements
30. Fall Protection Plan (CR 2014 (10) (1))
31. Principle Contractor Safety Specifications (CR 2014 (7) (c) (1))
32. Safety Plan (CR 2014 (7) (c) (x))
33. SHEQ Policy
34. Risk Assessment Plan
35. Contractor Accident Reporting Procedure
36. Contractor Incident Reporting & Investigation Policy

For your documents that you are using daily, we suggest you open a separate file. The following is a sample of such a file index. There may be items that you want to add or change to fit your style. You may do so. Please again note that we are keeping all documents separate with dividers.

INDEX:

1. Registers:

- Toolbox Talks
- PPE Issue Register
- Hazardous Chemical Substance Register

- Safety Harness Register
- First Aid Register
- Incident/Accident Register
- Lifting Equipment Register
- Earth Leakage Testing Register
- Electrical Equipment Register
- Fire Equipment Register
- Scaffold Register
- Form & Support Work Register
- Explosive Powered Tool Register

2. Checklists:

- Electrical Extension Cords Checklist
- Safety Harnesses Checklist
- First Aid Boxes Checklist
- Lifting Equipment Checklists
- Fire Equipment Checklist
 - Formwork

3. Temporary, Electrical, and DB Box Checklist:

- Electric Drills Checklist
- Angle Grinder Checklist
- Skill Saw Checklist
- Ladder Checklist
- Scaffold Checklist
- Link stick
- Jump suite
- Gloves
- Fire Extinguisher Checklist
- formwork

4. Excavation Checklist:

- Form and Support Work Checklist
- Gas Welding & Cutting Checklist
- Hand tools Checklist

It must be clearly noted that we do not accept registers that are also a checklist. We herewith clearly state that the registers and checklists are separate forms and must be utilised as such.

4. Incident / Accident reports / Wcl 2

All incidents and accidents where someone was hurt, there was damage or illness, must be reported to our Safety officer. Do not hide any accidents from us. We need to know about any incidents in order for us to assist you in preventing a similar incident. We have no blame but retrain policy. You are to familiarise yourself with our incident/accident reporting procedures.

5. Safety Committee and Minutes

We have established a Health and Safety Committee. You must nominate one person from your management and one person from your Safety Reps to serve on our safety committee. Whether you qualify to have a Safety Rep or not. We will supply the appointment letters and appoint them on the safety committee. Every Contractor must be represented on our safety Committee and be involved in safety on site. The safety meeting will be held monthly. Minutes will be kept and distributed to you for filing in your safety file. The Client, NDPW representative will sit in on some of the meetings as an observer.

6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))

We will do a full health and safety audit on your safety file and your activities every month. The results and the report must be filed by you in the safety file. Discrepancies must be actioned within a week and signed off on the audit report. You must also do monthly safety audits on yourself. The reports must be filed in your safety file.

7. Letter of good standing (CR 7(1) (c) (iv)) 2014

You are to ensure that a letter of good standing with the Workman's Compensation Commissioner is current and kept in your file

as proof that you are registered and in good standing with the compensation fund, or with a licensed compensation insurer prior to work commencing on site. (At least two weeks before arriving on site). If your letter has expired, your workers on site are not insured and work will be stopped until such time as you are in good standing with the Workman's Compensation Commissioner again. Contractor will not take responsibility on our Workman's Compensation insurance for your workforce.

8. Health and Safety Organogram

You must have a health and safety organogram in your safety file. It must always be kept up to date and current.

9. Contractor A's appointment letter as a Contractor

It is your duty to ensure that your appointment letter as a Contractor is in the safety file.

10. Legal Appointments

All your appointment letters must be properly signed by all parties involved. It must also be completely filled in with no blank spaces. The name of the appointment must be clearly written on the appointment. Proof of competency (Construction Regulation 2014 (1) (a)) must be attached to the back of the appointment letter. Proof of competency may be proven with degrees, diploma's, certificates and/or a short abbreviated CV as per the following example. A medical certificate (Construction Regulation 2014 (7) (8)) must be attached behind the proof of competencies. We do not accept appointment letters that has two designations on it. Each designation must have its own appointment letter.

Sample abbreviated CV:

Project name	year	period	Contract amount	Your position

The following appointments must be made by you. Remember that in most cases one person can be appointed for more than one appointment:

* CEO Delegation of Duties (16.2)

- * Construction Manager (CR 2014 (8) (1))
- * Assistant Construction Manager (CR 2014 (8) (2))
- * Construction Safety Officer (CR 2014 (8) (5) (6))
- * Construction Supervisor (CR 2014 (8) (7))
- * Assistant Construction Supervisor (CR 2014 (8) (8))
- * Risk Assessors (CR 2014 (9) (1))
- * Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- * Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- * Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5))

If you are going to erect your own scaffolding, you need to have a scaffold Inspector and the following three scaffold appointments.

- * Scaffold Supervisor (CR 2014 (16) (1))
- * Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1))
- * Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1))
- * Temporary Electrical Installation Controller (CR 2014 (24) (c))
- * Fire Equipment Inspector (CR 2014 (29) (h))
- * Fall Protection Planner (CR 2014 (10) (1) (a))
- * Safety Representatives (OHS Act (17))
- * First Aiders

11. Operators Appointments (CR 2014 23(d) (i (ii))

All operators must be appointed with a letter of appointment. The letter of appointment is actually a letter to authorise that person to operate the plant, equipment or tool.

* The letter must be properly signed by all parties involved. The name of the appointment must be clearly noted on the appointment.

- * The operator must have a competency certificate from, or sent for training at, an accredited training provider.
- * The certificate of competency must be attached to the back of the appointment letter.
- * The operator must be in possession of a valid medical certificate declaring the operator medically fit to operate the plant, equipment or electric tool, as per the Construction Regulations 2014 (7) (8) & Annexure 3.
- * If an operator has no competency certificate, they won't be allowed to operate the plant. If an operator has no medical certificate, they won't be allowed to operate the plant.
- * Copies of original documents must be certified as being a true and correct copy of the original document.

12. List of Plant on Site

You must paste a list of all plant on site in the safety file. It must always be kept up to date and current.

13. List of Contractors on Site

If you have contractors, you must paste a list of all Contractors on site in the safety file. It must always be kept up to date and current.

14. Mandatory Agreement with contractor

We will see to it that a mandatory agreement is signed and entered into with contractor and contractor A. This agreement must be properly signed and all pages must be initialled by all parties. It refers to Section 37 1 and 2

15. Contractors Mandatory Agreements

It is contractor A's duty to see to it that a mandatory agreement is signed and entered into between contractor A and all their contractors on site before they come onto site. These agreements must be properly signed and all pages must be initialled by all parties. These mandatory agreements must be done in duplicate. One properly signed copy must be filed in your safety file. The other copy must be filed in the Contractors safety file. You must come to an agreement regarding the Safety Rep and the first aid arrangements with the Contractors. These arrangements must be written in the mandatory agreement. These arrangements are as follow; they must have at least one trained Safety Rep and at least one trained First Aider, whether they qualify to have one or not.

16. Contractors Specification Documents (CR 2014 7(c) (i))

Each one of your Contractors must be issued with a health and safety specification document written by contractor A.

Remember you must issue a site specific, and a job specific health and safety specification document. We don't want to see generic specification documents. We also don't want to see this document passed onto your Contractors as your specification document to them. Write your own. Contractors must sign for their specification documents.

17. Contractors Appointment Letters (CR 2014 7(c) (v)

Each one of your Contractors must be appointed in writing as a Contractor. The original letter where contractor A informed the Contractor of the allocation of the tender to them would suffice. These documents must be filed in your safety file. Copies of these documents must also be filed in the Contractors safety files by the Contractors.

18. Contractors Safety Plans (CR 2014 7(c) (vi)

All your Contractor's safety plans must be scrutinised by you and if in line with this document, the OHS Act and the Construction Regulation 2014, it must be approved by you in writing. The approval letters must be filed in the Contractors safety file and copies thereof in yours.

19. Contractors "Letter of Good Standing." (CR 2014 7(c) (iv)

None of your Contractors may be allowed to perform any work unless they submit a valid "Letter of Good Standing" as proof that they are in good standing with the Workman's Compensation Commissioner. These letters must be filed in the Contractor's safety files and the validation dates closely monitored.

20. Plant Hire and Labour only Contractor's Mandatory Agreements

This is a very controversial subject. Are they contractors or not? This is how we want you to handle the situation. If you hire a TLB from a person or a few tippers from another, and you want to treat them as a plant hire company and not a Contractor, then we require you to enter into a mandatory agreement with them. In the agreement you must clearly state that the operators are under your full management and control. You must also clearly state that contractor A takes full responsibility for the operators under their Workman's Compensation insurance. Labour Only's must be treated in the same manner. It is clearly stated that all plant hire companies cannot be treated this way just to avoid them having a safety file. We're talking one or two plant being hired. All the pages of the mandatory agreements must be initialled by all parties. It must also be properly signed by all parties.

21. Contractor A's Safety Plan (CR 2014 7(2) (a))

In answer to this safety specification document, contractor A must submit a safety plan on exactly how you plan to implement and manage health and safety on the site. The safety plan must address and reference to all items mentioned in this safety specification document. The safety plan will be scrutinised by contractor and after we familiarised ourselves with the content, and only after we are satisfied that will be compliant to the OHS Act, the Construction Regulation 2014 and this specification document, will we issue an approval letter for your submitted safety plan. The approval letter must be filed with your safety plan in your safety file. Please be advised that your safety plan must be signed by contractor A's Chief Executive Officer.

WARNING:

- 1 Do not submit a generic safety plan. It must be special ally design for your project
- 2 Do not submit a safety plan that says some items in your plan may not be applicable to the site. that makes it generic. Make it site and job specific. We don't want to pick which items are applicable.
- 3 If your safety plan is approved, you are obliged to implement everything mentioned in your safety plan.
- 4 Construction Regulation 2014 (7) (1) (c) (vi)) explicitly says that we must take steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site.

22. Contractor A's Health & Safety Policy Document

You must paste your health and safety policy document in the safety file.

23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))

You must file your signed site specific risk assessments plan/policy/procedure in the safety file. The plan/policy/procedure must be communicated to all persons on site and record there-of must be kept.

Your assessment must be more or less have the basic matrix as shown below see tables

BASELINE RISK MATRIX			HAZARD EFFECT / CONSEQUENCE		
Loss type	1 Insignificant	2 minor	3 moderate	4 major	5 catastrophic
Time line	No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	may result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget	No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment return NPV loss	Less than R5m	R5m to less than R50m	R50M to less than R500m	R500m to R5b	R5b or more
Quality	No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / health	First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
environment	Minimal environmental harm – L1 incident	Material environmental harm – L2 incident remediable short term	Serious environmental harm – L2 incident remediable within LOM	Major environmental harm – L2 incident remediable post LOM	Extreme environmental harm – L3 incident irreversible
Legal & regulatory	No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts
Reputation /social / community	Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	considerable impact - regional public concern	National impact - national public concern	International impact - international public attention

LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High

2 Unlikely	The unwanted event has a probability of between 1% and less than 30% of occurring	2 Low	5 Low	9 Medium	14 Significant	19 Significant	
1 Rare	The unwanted event has never occurred, has a probability of less than 1% of occurring	1 Low	3 Low	6 Medium	10 Medium	15 Significant	
NO	HAZARD ITEM	RISK ASSOCIATED WITH HAZARD	CONCEQINCES	RISK REVIEW	HOW IS HAZARD TO BE DEALT WITH	BY WHOM	BY WHEN?
1.	SITE ESTABILSHMENT						
1.1	incompetent persons - incorrect stacking - procedures during site establishment	Injuries during off loading • Cuts and burns • Rushed activities • Incorrect supervision • Trip and fall • Cuts • Collapsing of stacks	• Hand and back injuries • Dropping of equipment • Physical injuries • Lost Time injuries • Medical treatment cases • Potentially fatal accidents • Loss of limbs	6	• The contractor must declare all employees competent in writing • Contractor OHS file must be approved prior to site establishment begins • Site specific safe work procedures must be followed • Site –induction must be given to all employees to make them aware of the specific hazards • Employees must be issued with correct PPE before work begin • All workers on site must be declared medically fit by a medical practitioner	Construction supervisor - Contractor Safety Officer - CHSA (Construction Health & Safety Agent) - Construction Manager - Construction supervisor	During site establishment
1.2	OFFLOADING HEAVY EQUIPMENT AND CONTAINERS P/C SITE ESTABLISHMENT	• Defective mobile crane can cause accidents • Adverse weather conditions • Untrained personnel/ Operators • Unsafe hooking methods unstable load	• Serious injury and fatalities • Damage to property and equipment • Potential hand & foot injuries • Standing time	19	• Material to be stacked on firm and level ground. • Stacking to be supervised by a competent supervisor. • Adequate storage area to be provided • All unstable stacks to be dismantle and stacked over • Load test certificate will be submitted to the client. • Rope certificates must be submitted to the client. • Safe load indicator must be in good working order. • Over wind device must be in place and in working order. • Daily checks as per checklist by operator. • Checklist signed by supervisor and filed by safety officer.	- Construction Supervisor - CHSO - Construction Manager	During site establishment

LIST OF COMMON RISKS ON THIS PROJECT SUBJECTED TO CHANGE: These risks must be tableted; see above tables for reference and then put the risk and then the remedial action for the following list of risks

You may add to the list of risks in your risks analyses

- Concrete works
- Formwork
- Reinforcement
- Dust and noise pollution
- Debris removal
- Handling of materials

- Temporary supports to openings through existing walls
- Electrical strip and making safe work and all other electrical works
- Demolitions
- Breaking up and removal mass concrete aprons and ramp
- Removal of floor and wall tiles ,floor covering
- Ironmongery removal of locks handles
- Removal of glass and related glazing work including a safety glass installation
- Removal of all water pipes and reinstall copper pipes
- Laying and backfilling of pipes and electrical supply cables
- Plumbing and drainage
- Paintwork including sanding and cleaning
- Tree removal
- Excavating
- Soil poisoning
- Form work ,scaffolding ,rigging
- Gas reticulation and appliance installations
- General

24. Incident/Accident Reporting Policy/Procedure

You must paste our incident/accident reporting policy/procedure document in your safety file.

25. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (i))

This specification document must be signed by your CEO and filed in your safety file.

26. Fall Protection Plan (CR 2014 10(1))

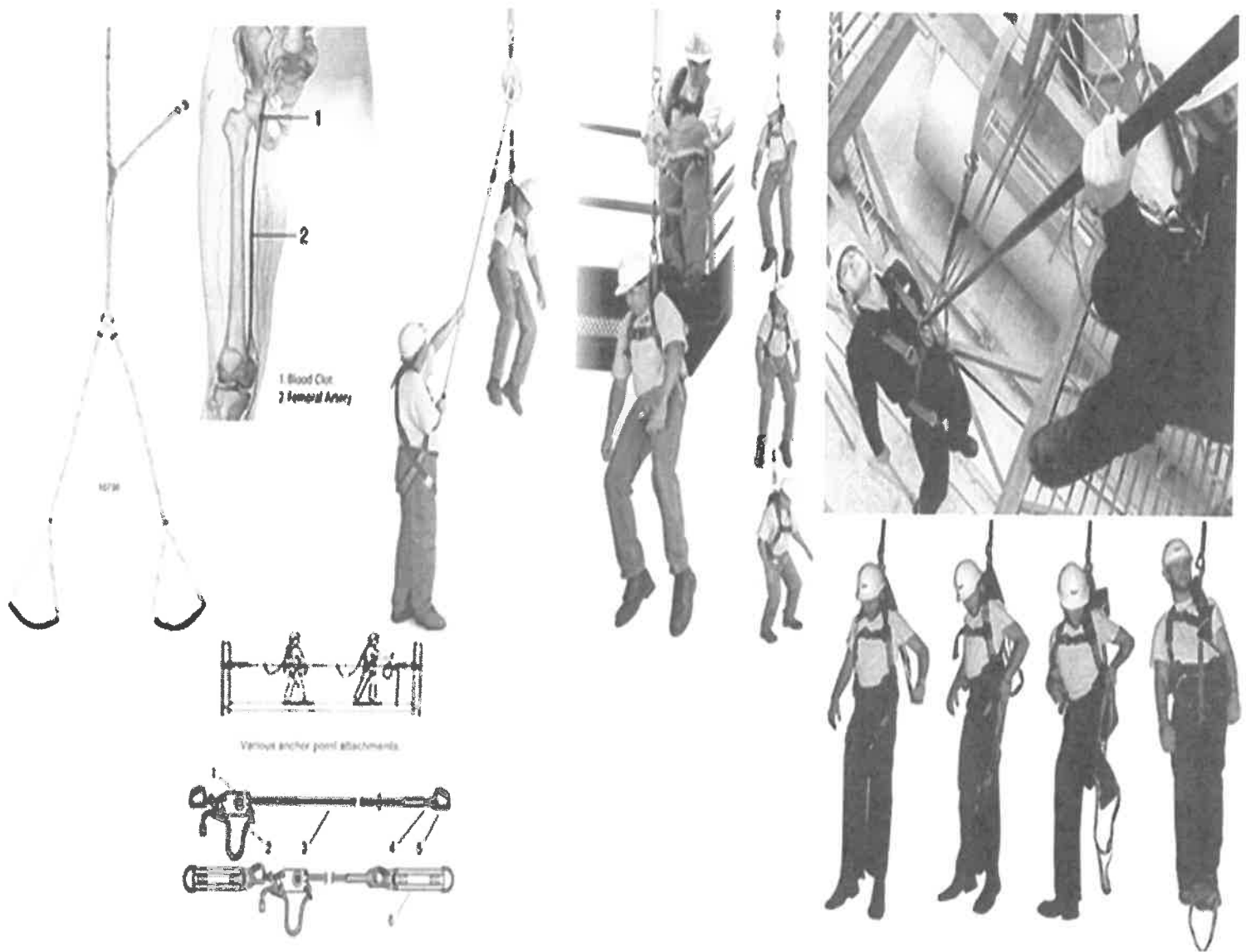
You must have a fall protection plan in your safety file. The plan must be developed by your appointed Fall Protection Planner.

Your fall protection plan must be site specific and practically viable and must cover this sites anticipated fall hazards for your

Work area. Do not submit a generic fall protection plan, we know them all. All persons in your employment on site must be trained in fall protection plan.

The attendance register for the training must be attached to the fall protection plan. The plan must also contain a rescue plan for workers hanging from a height in a harness. You only have five minutes to rescue the person hanging from a harness. Your plan should include a practical rescue plan and equipment. Persons executing the rescue plan must be

Trained in the plan. Your site management must endorse (sign) the plan.



27. Site Emergency Plan

You must familiarise yourself with the site emergency plan developed by contractor. All your employees on site

Must be trained on the site emergency plan. The attendance registers for the training in the site emergency plan

Must be signed and filed in your safety file. The emergency plan is pasted on the notice board on site.

Emergency numbers is also prominently displayed on the notice board.

28. Site Rules

Our site rules, applicable to this site, are pasted on the notice board for everyone to have access to it. All your

Employees on site must be trained in our site rules. The attendance registers for the training in the site rules

Must be signed and filed in your safety file.

29. Risk Assessments

All your tasks performed on site must be backed by a risk assessment which determined the risks, the hazards

And determines the best preventative measures to minimize the risks and hazards. All the risk assessments must have:

- 1 The site name on the risk assessment.
- 2 The date on the risk assessment.
- 3 The person/s name/s that did the risk assessment and their signatures.
- 4 Managements signature - as proof of their endorsement and knowledge of the assessment.
- 5 An attendance register as proof that your employees were trained in the risk assessment.

30. Public Safety

The site is securely barricaded to keep members of the public from entering the site. The entrance to the site

Has access control. Make sure your visitors to the site signs the visitor's book and follow signage directing all

Visitors to the site office.

31. Safety Awareness Program

Poster is displayed in conspicuous places on site depicting various safety tips. Make your employees aware of

Them

32. Toolbox Talks

You will do a safety talk with your employees once per week and it must be recorded as proof that you have Done so. The Toolbox talk attendance register must be filed in the safety file. Each person on site must attend a toolbox talk at least once per week. You must force the contractors to also do toolbox talks once per week and they must also keep record thereof. Topics must be meaningful, not just, e.g. "PPE" or "Safety." It must be Specific and really meaningful. Toolbox talks must be signed by the facilitator and signed off by management.

33. REGISTERS

Do not use checklists as registers. You must have a separate document that serves as a checklist and a separate Document as a register. A register is not a checklist and vice versa. A register is documents where you list all the items you have in stock.

34. Induction Training Register (CR 2014 (7) (5))

We, contractor, the Principal Contractor, will do the site specific induction training with everyone on site. All Induction training will be recorded by us in the induction training register. ID numbers will also be noted, so keep them close by. No person or employee will be allowed or permitted to work on the site, unless such an employee or person has undergone the site's health and safety induction training, pertaining to the hazards prevalent on the site at the time of entry. It is your responsibility to ensure that all your employees on site has indeed undergone the said induction training before they start working

35. PPE Issue Register

You must issue your employees with the prescribed PPE free of charge. Hard hats, Overall, Steel point safety Shoes are compulsory on site. You will keep a PPE issue Register and record all PPE Issued thereon. ID numbers must also be noted. All persons must be trained in the care and correct use of their PPE. PPE issued must be backed by a risk assessment.

36. Safety Harness Register

All your harnesses must be numbered and recorded on register. You must have a separate document that serves as a checklist. A register is not a checklist and vice versa. If you issue safety harnesses you must make the employee sign for it and you must train them in the proper use thereof and keep record of the training.

37. Hazardous Chemical Substance Register (CR 2014 (25))

All hazardous chemical substances must be listed and controlled on a register. These chemicals must be stored in a well-ventilated secure storage facility on site. Most of these chemicals on site is flammable and must be stored in your flammable goods store. These are samples of storage facilities for hazardous chemical Substances.

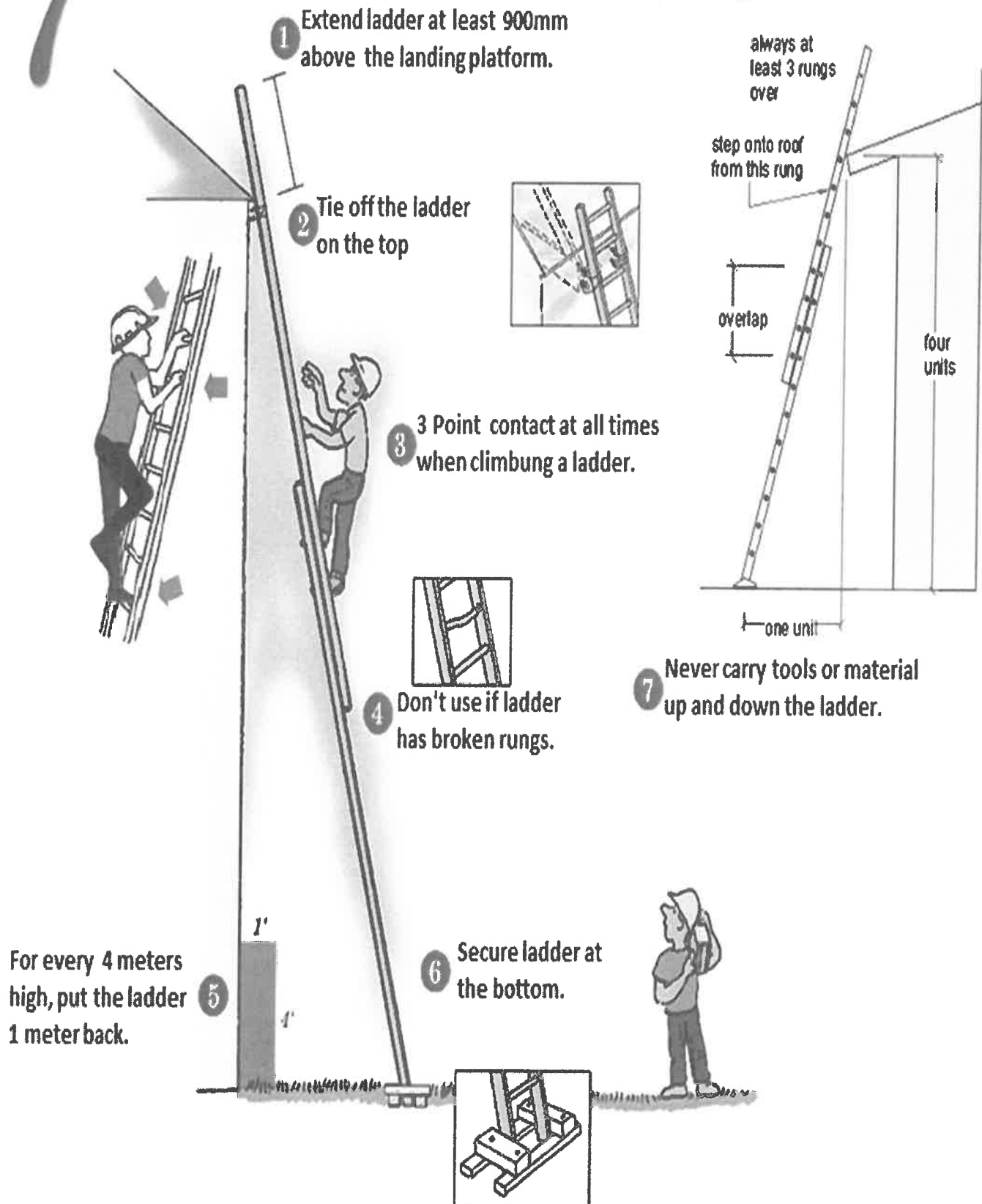


38. Ladder Register

All your ladders must be numbered and listed on a "Ladder Register" and this register must be kept up to date. No self-made ladders will be allowed on site. Study the seven rules of ladders and make sure your employees strictly adhere to it.



7 Steps to Ladder Safety



39. First Aid Register

All your first aid incidents must be recorded in your first aid register. It must also be reported to our Safety Officer.

40. Lifting Equipment Register

All your lifting equipment must be listed on a Lifting Equipment Register. All lifting equipment must be inspected on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

41. Electrical Equipment Register

Your electrical equipment must be numbered and listed on an electrical equipment register. Each one of these items on the register must be inspected on their own checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist. Checklist must have all equipment e.g. safety harness , link stick , gloves , jump suite ect.

42. Fire Equipment Register

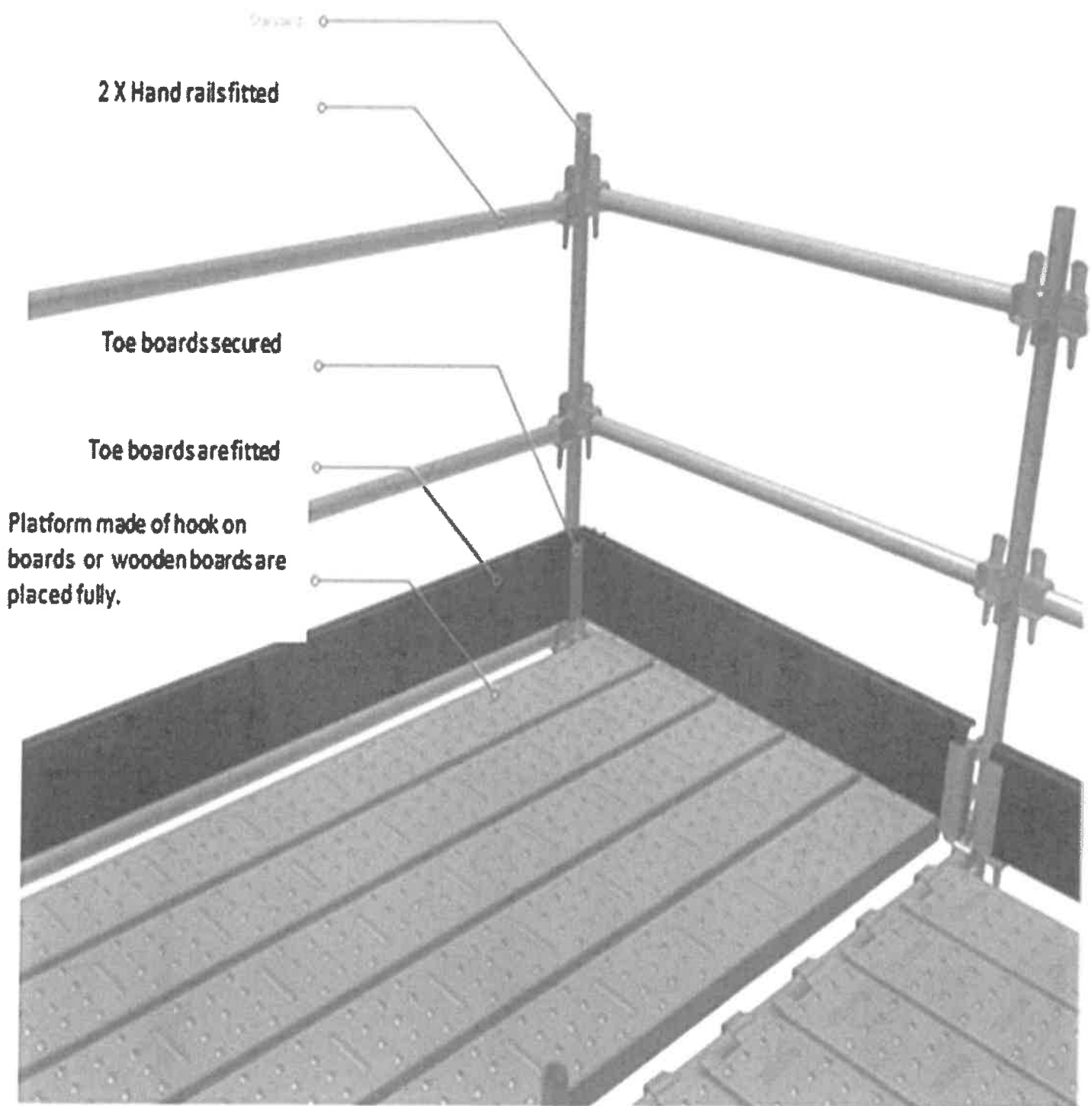
All your fire equipment must be numbered and listed on a fire equipment register. All fire equipment on register must be inspected monthly on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

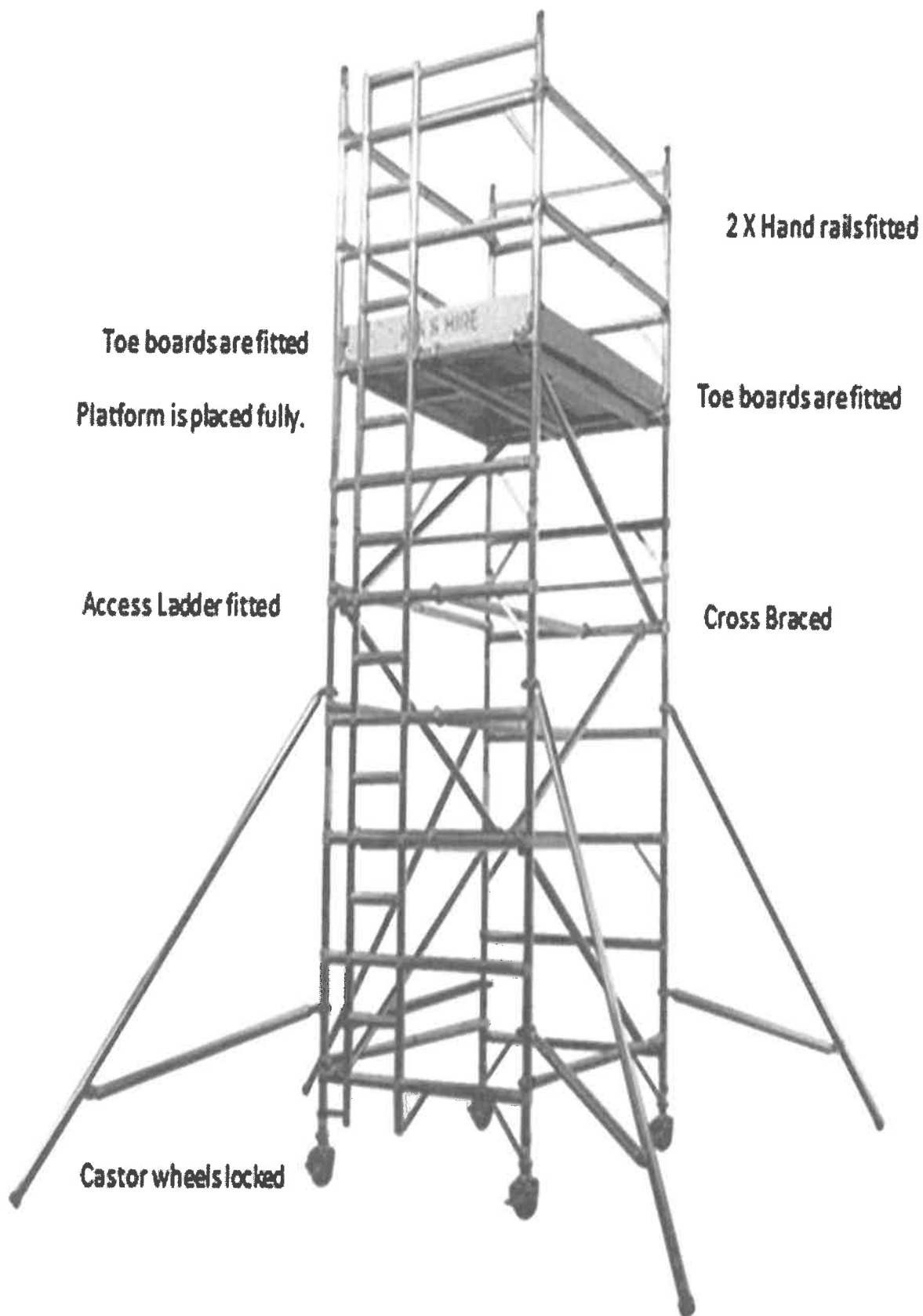
43. Scaffold Register

All you're scaffolding on site, whether completed or not, certified safe or not, must be listed on a register. All Scaffolding on your register must be inspected daily, or if any changes on the structure was made. This must be

done on a separate checklist. The checklist must be signed by the person doing the check and signed off by Management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

Scaffolding must at least be of the standard shown underneath. Make sure that all your employees are trained in the illustrations and scaffold rules underneath.

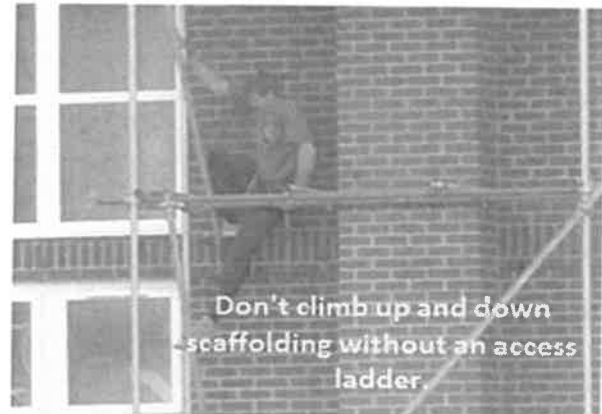




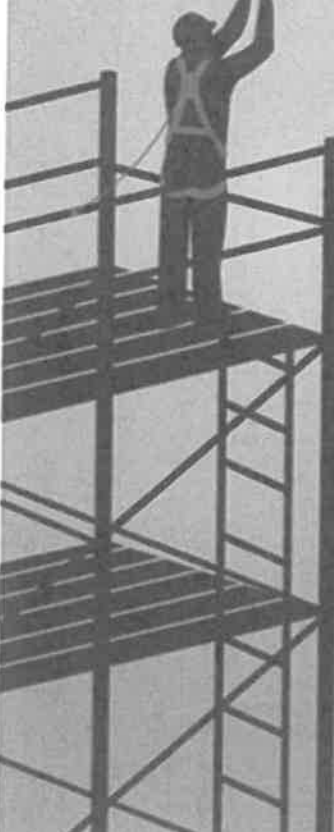
No person may use any scaffold if it isn't declared safe for use and tagged with a tag, similar to this tag, tied to the scaffold.



No person may use any scaffold if it is tagged with a tag, similar to this tag, tied to the scaffold.



Scaffold Safety



- ✓ Make sure the scaffolding boards are in place and in good condition.
- ✓ The scaffold must be strong enough for the usage purpose.
- ✓ Never overcrowd scaffold with people, supplies, or equipment.
- ✓ Erect scaffold with proper access and guard rails.
- ✓ Tied scaffold adequately where required.
- ✓ Place the guard rails and toe boards firmly.
- ✓ Use safety harness and lifeline.
- ✓ Do not climb or stretch out over the guard rails.
- ✓ Incomplete scaffold must be blocked off or must display a warning notice that it must not be used.

44. Form & Support Work Register (CR 2014 12)

All your form and support work must be listed on a form and support work register. All form and support work on register must be inspected and certified by a competent person before pouring of any concrete.

45. Explosive Actuated Fastening Devices Register (CR 2014 (21) (2) (g) (i))

Your explosive powered tool and the cartridges must be listed and controlled on an explosive powered tool register.

46. Gas registers

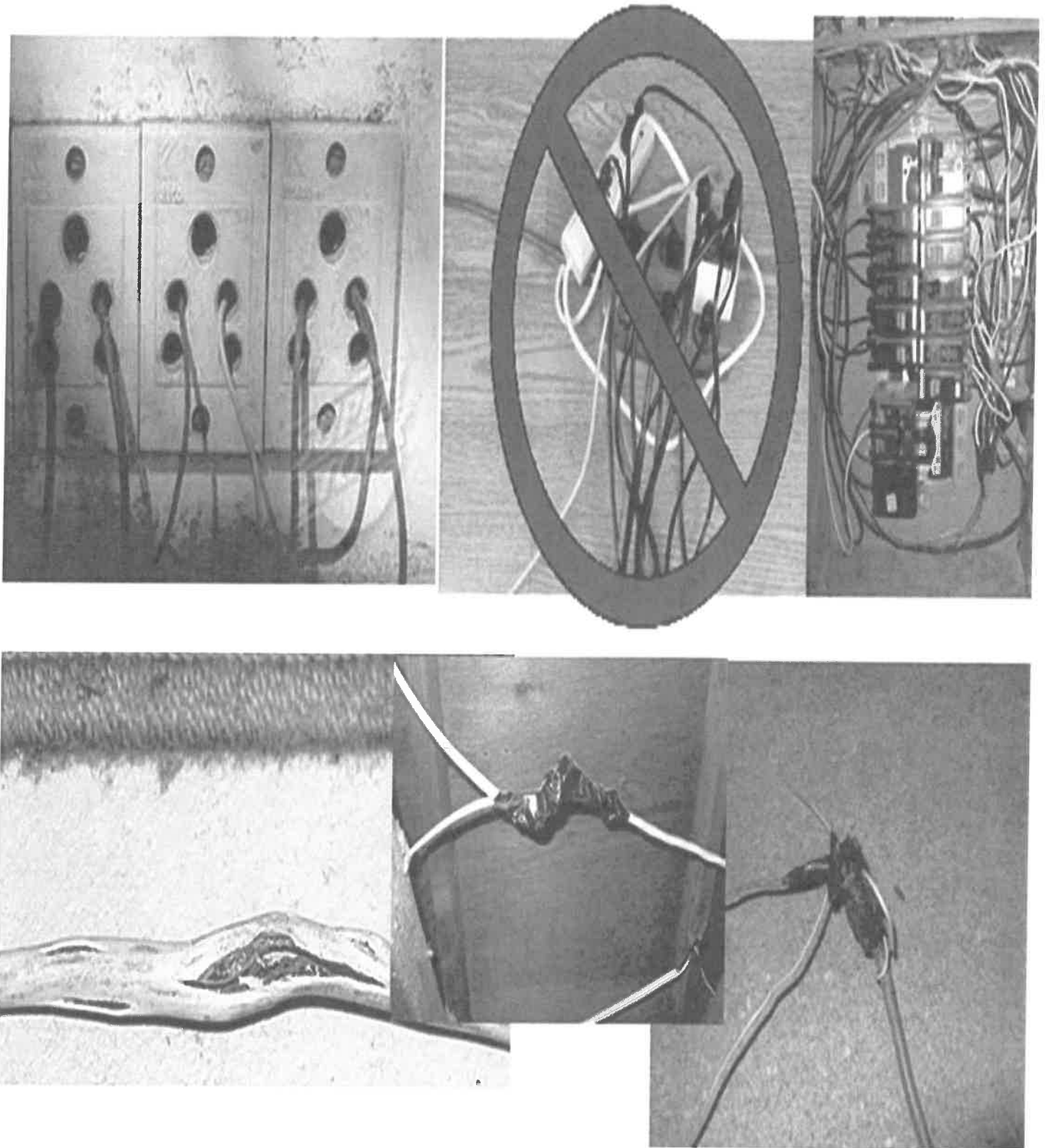
Gas must be registered to ensure there's not more gas on site as necessary this gas include AC refill gas and nitrogen

47. CHECKLISTS

Checklists must be done daily, weekly or monthly depending on the type of checklist. If an item on a checklist is "OK" or "correct," the block must not be ticked, it must be initialled. The person doing the checks must initial in the block. Any discrepancies must be marked with a cross and then action ed immediately by your Construction supervisor. All checklists must be dated. All checklists must be signed by the person doing the checklist. Your Construction Supervisor must sign off the checklist. The checklist must be kept in the file for record and auditing purposes. In this document we supply a long list of possible checklists that could be used on site. Our advice is for you to have as much checklists as possible, to cover yourself.

48. Electrical safety (CR 2014 (24))

We take electrical safety very seriously. The following are examples of common unsafe electrical practices we don't want to see on our site



No joints are allowed on electric extensions cords. DB boards must have a COC certificate. We don't want to see any exposed wires like we see in the photo.

49. Competency certificates (CR 2014 (1) (a))

Where-ever this specification document prescribes a "competent" person, we will need a competency certificate issued by an accredited training service provider. All competency certificates must have the required criteria lay down by SAQA and the National Qualifications Forum (NQF), for the issuing of certificates in South Africa. All certification documents, whether a certificate or a letter, must at least, have the following criteria:

Issued

- Expiry date
- At least two signatures
- One signature – the Assessor who assessed the certificate holder
- Assessors registration number at the NQF
- Certificate number
- Contact telephone number where we can verify the authenticity of the certificate.
- Certificate holder's full names and surname
- ID Number of certificate holder

50. Medical Certificates (CR 2014 7(1) (g))

All your employees must have a medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of the attached Annexure 3.

51. Regulations applicable (CR 2014 7(3))

Where contractor appoints another contractor to perform construction work, the duties determined in the Construction Regulations 2014 that apply to the principal contractor apply to the contractor, as if he or she were the principal contractor. Your file must be submitted to us for approval, well in advance, prior to you coming on site. (At least two weeks) This will prevent delays. You will not be allowed to start working on site unless our safety department gave their approval on the successful implementation of the above.

This document serves as a guideline on how we want you to manage the safety program on site. It is common sense and common knowledge that the OHS Act and the Construction Regulation 2014, must be read, and implemented, in liaison with this document and all its requirements. These three are the standards we will use when we audit your safety system.

See table next page

Annexure 3

OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993

Construction Regulation 2014

Medical Certificate of Fitness

Name of Employee:

ID Number:

Co Number:

* Occupation	* Possible Exposures e.g. noise, heat, fall risk, dust, confined space, etc.	* Job Specific Requirements e.g. Operating Mobile Crane, Digging Trenches, Erecting formwork & Scaffolding, etc.	* Protective Equipment e.g. Dust Respirator (Light Duty), Welding Gloves, etc.

* The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination.

Declaration by the Medical Examiner:

I certify that I have by, examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform the duties as described by the employer in the matrix above.

Occupational Medicine Practitioner/ Occupational Health Nursing Practitioner: (Please Print Name)

Signature:

Practice Number:

Date:

Address:

52. Covid 19 specification:



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

##

Addendum to the health and safety specification document. it form a part of the Health and safety specification

COVID-19 pandemic prevention measures to be taken

Site Name:

Principal Contractor Name:

Contractor Name:

Date:

WCS /tender number:

Approval + official details that approved the document:

Background:

You are going to start working on the site soon as it is allowed. That means you must have a Covid - 19 management plan that form part of your health and safety plan, as an addendum, in your safety file. The Covid - 19 management plan must be developed by a competent person.

Your Covid - 19 management plan must be site specific and practically viable and must cover this sites anticipated areas where infections are likely to occur on your site area. All persons in your employ on site must be trained in your Covid - 19 management plan. The attendance register for the training must be attached to the Covid - 19 management plan.

Your CEO and site management must endorse (sign) the Covid - 19 management plan.

Your Covid - 19 management plan must contain at least the following:

- a. A schematically drawing of the actual work area and where the actual work will be performed.
- b. Health Risk Assessment:
 - i. This risk assessment must form part of your management plan. We do not want it as a separate document. It must physically form part of the Covid - 19 management plan. Bind it within the plan document.
 - ii. Different areas in the workplace might require different methods of safeguarding the employees. In that case specify the area and determine the risks and mitigating measures of that specific area.
- c. What are the symptoms and how to identify them in the workplace?
- d. Screening of workers. How will it be done and when?
- e. If someone is suspected of having the Covid -19 virus, what will the procedure be?
- f. If an employee suspects that he/she has contracted the virus, what would the procedure be?
- g. What PPE will be issued and when?

- h. Quarantine:- self quarantine, forced quarantine, what will your procedure and policy be?
- i. Working from home guidelines. (When, who, etc.)
- j. Safe travelling to and from work.
- k. How will you safeguard meetings? Precautions during meetings?
- l. Hygiene in the workplace:

This specs was developed for Construction sites.

Page 2

- i. Disinfecting workplace, tools, facilities, etc.
- ii. Disinfecting hands and body parts.
- iii. Methods of disinfecting that will be used.
- iv. What type of disinfectant?
- m. Physical contact. (Control, who, when, etc.)
- n. Training of employees
- o. Cross Provincial border travel of employees.
- p. Keeping record and communicating vital information of cases detected on site.
- q. Visitors to the site.
- r. Social distancing on site.
- s. Employee awareness program.
- t. Regularly cleaning common contact surfaces on site?
- u. How will you treat drivers that deliver to site?
- v. Handwashing facilities. (Where, when, how many, type, etc.)
- w. Provision and disposal of hand towels.
- x. Cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- y. Portable toilet hygiene.
- z. Break times, how will you reduce congestion and contact?
- aa Hygiene at water drinking stations.
- ab Tracing of infected employees.
- ac Your weekly Covid - 19 reports that must be submitted to the Client.
- ad Congestion at the workplaces.
- ae Consequence of not adhering to the Covid - 19 management plan, the risk assessment and the policy.
- af You must develop a Covid - 19 Policy.
- ag How will you manage your contractors on site regarding the Covid - 19?

The required document must be submitted to DPW Consultants/Project managers/OHS Managers. We will issue a letter of approval if all the requirements in this addendum to the health and safety plan, have been met. Please note that these requirements are minimum requirements only and all of the items must be addressed in your Covid - 19 management plan, risk assessment and Covid - 19 policy document.

The index to your Covid - 19 File should contain at least the following:

- | | | | |
|----------|----------------------------|----------|----------------------|
| 1 | Covid - 19 Management plan | 7 | Toolbox Talks |
| 2 | Covid - 19 Risk Assessment | 8 | Safe Work Procedures |
| 3 | Covid 19 Policy | 9 | Checklists |

4 Employee Screening declarations

5 PPE Issue Register

6 Compliance Employees Appointments

10 Training Material

11 Posters

12 Compliance Officer Appointments

I herewith my signature confirm that I have received this Covid - 19 specification document.

Signature:

Date:

This specs was developed for Construction sites to assist contractors

End of specification: 2024

End of site specific OHS Specification was compiled by Willem Botha 0609976744 or 012 4921486 Nov 2023

PART 4

SITE INFORMATION

C 4

SITE INFORMATION

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

Project title:	<i>Modimolle Police Station: Installation of eight (08) air conditioners</i>				
Tender no:	<i>PLKQ24/11</i>	WCS no:	<i>056043</i>	Reference no:	<i>N/A</i>

C4 Site Information

Modimolle Police Station is situated at 39 Joe Slovo Street in Modimolle (Nylstroom)

Municipality: Modimolle-Mokgophong Local Municipality
Province: Limpopo
District: Waterberg District