

PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL DEPARTMENT OF PUBLIC WORKS



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

BILLS OF QUANTITIES

with GCC for Construction Works - Second Edition 2010

CONTRACTUAL SECTION

ONE VOLUME APPROACH

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049:
SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK
WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)**

Engineer/Principal Agent

KZN Department of Public Works
Private Bag X 42
Ulundi
Ulundi
3838
035-874 3349 - Tel Number
N/A - Fax Number
[Email Address]

Quantity Surveyor

KZN Department of Public Works
Private Bag X 42
Ulundi
3838
035-874 3349 - Tel Number
[Fax Number including Area Code] - Fax Number
[Email Address]

Employer:

Head: Public Works
KZN Department of Public Works
Private Bag X 9041
PIETERMARITZBURG
3200
Tel Number: 033 - 8971300
Fax Number: N/A

Region:

Regional Manager
KZN Department of Public Works
Private Bag X 42
Ulundi
3838
Tel Number: 035-874 3349
Fax Number: 035-874 2519

Tender Number: ZNT 04268 W
CIDB Grading: 3CE OR HIGHER
ECDP Number: N/A

Project Code: 063049
Document Date: As Per Tender Advert

Contracting Party: _____

CIDB Registration number: _____

Central Suppliers Database Registration Number: _____



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THE CONTRACT



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C1 - AGREEMENT AND CONTRACT DATA



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FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

Tender No - ZNT 04268 W



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C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER RETURNABLE DOCUMENTS.



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C1.2 - CONTRACT DATA

C 1.2 CONTRACT DATA:
with GCC for Construction Works - Second Edition 2010

CONTRACT DATA FOR:

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)

Tender no: **ZNT 04268 W**

The General Conditions of Contract are the clauses contained in the General Conditions of Contract (2010) (Second Edition) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained through most regional offices of the South African Institution of Civil Engineering, telephone number 011 805 5947 or by visiting their website at www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this contract:

CONTRACT VARIABLES

This schedule contains all variables specific to this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement.

Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.

The Engineer/Principal Agent, in accordance with Clause 1.1.1.16, shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties as described in Clause 3.1.2.

Part 1: CONTRACT DATA PROVIDED BY THE EMPLOYER:

PRE-TENDER INFORMATION

CONTRACTING AND OTHER PARTIES

[1.1.1.15]	Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal) Postal address: <i>Private Bag X 9041</i> <i>PIETERMARITZBURG</i> <i>3200</i> Tel: <i>N/A</i> Fax: <i>033 - 8971300</i>
[1.2.1.2]	Physical address: <i>191 Prince Alfred Street</i> <i>PIETERMARITZBURG</i> <i>3200</i>
[1.1.1.16]	Employers Agent 1 <i>KZN Department of Public Works</i> Agent's service: <i>Quantity Surveyor</i> Postal address: <i>Private Bag X 42</i> <i>Ulundi</i> <i>3838</i> Tel: <i>035-874 3349</i> Fax: <i>[Fax Number including Area Code]</i>
	Employers Agent 2 <i>[Agents Name]</i> Agent's service: <i>[Identify Agent's Service, eg. Engineer]</i> Postal address: <i>[P.O. Box number]</i> <i>[Name of town]</i> <i>[Code]</i> Tel: <i>[Tel Number including Area Code]</i> Fax: <i>[Fax Number including Area Code]</i>
	Employers Agent 3 <i>[Agents Name]</i> Agent's service: <i>[Identify Agent's Service, eg. Engineer]</i> Postal address: <i>[P.O. Box number]</i> <i>[Name of town]</i> <i>[Code]</i> Tel: <i>[Tel Number including Area Code]</i> Fax: <i>[Fax Number including Area Code]</i>
	Employers Agent 4 <i>[Agents Name]</i> Agent's service: <i>[Identify Agent's Service, eg. Engineer]</i> Postal address: <i>[P.O. Box number]</i> <i>[Name of town]</i> <i>[Code]</i> Tel: <i>[Tel Number including Area Code]</i> Fax: <i>[Fax Number including Area Code]</i>

Tender no: ZNT 04268 W	
Employers Agent 5 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	
Employers Agent 6 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	
Employers Agent 7 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	
Employers Agent 8 [Agents Name] Agent's service: [Identify Agent's Service, eg. Engineer] Postal address: [P.O. Box number] [Name of town] [Code] Tel: insert [Tel Number including Area Code] Fax: [Fax Number including Area Code]	
PART 1: DATA PROVIDED BY THE EMPLOYER	
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months for the whole of the Works
Latent Defect Period	
[5.16.3]	The latent defect period is: 5 years after the Final Approval Certificate
Documentation required before Commencement of the Works:	
[5.3.11]	The documentation required before commencement with the Works execution are;
[4.3]	Health and Safety Plan The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[5.6]	Initial Programme The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.
[6.2]	Guarantee The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
[8.6]	Insurance The Contractor shall deliver his insurance for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Cash flow by contractor The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Priced Bill of Quantity The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from the Employer, prior to the Commencement Date.
	Programme The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 14 calendar days

	Non-Working days		
[5.8.1]	Non-Working days	Sundays	
	Special non- working days	All Nationally Recognized Public Holidays and the year end break	
[5.8.1]	First Year end break - commences	16-Dec-24	
	ends on	9-Jan-24	
	Second Year end break - commences	16-Dec-25	
	ends on	9-Jan-25	
	Third Year end break - commences	N/A	
	ends on	N/A	
	Fourth Year end break - commences	N/A	
	ends on	N/A	
	Engineer/Principal Agent to consult with Employer		
[3.1.3]	The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.		
	Security		
[6.2.1]	The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.		
[6.2.1]	Please see CONTRACT DATA - below to select Guarantee Option		
	Commencement Date		
	Commencement date means the date of Site Hand over that should not occur prior to the tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.		
	<i>The Agreement comes into effect on the date when; The tenderer <u>receives one fully completed original copy of this document</u>, including the Schedule of Deviations (if any)</i>		
	<i>The agreement ("this document") consists of;</i>		
	<i>1. Agreement and Conditions of Contract.</i>		
	<i>2. Form of Offer and Acceptance.</i>		
	<i>3. Contract Data.</i>		
	<i>4. Scope of Works.</i>		
	<i>5. Site Information.</i>		
	<i>6. Drawings & documents referred to in the 1 to 4 above.</i>		
	<i>(See Form of Offer and Acceptance)</i>		
[5.3.1]	The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.		
[5.4.1]	Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer .		
[5.6.1]	The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date.		
	CONTRACT DETAILS		
[1.1.1.33]	Works description: Refer to document C3 – Scope of Work.		
[1.1.1.30]	Site description: Refer to document C4 – Site Information.		
	Specific options that are applicable to a State organ only Where so :		
[6.10.6.2]	1) Interest rate legislation: (a) in respect of interest owed <u>by</u> the employer , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed <u>to</u> the employer , the interest 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), will apply		
	2) Lateral support insurance to be effected by the contractor:	Yes	X No
	3) Payment will be made for materials and goods	Yes	X No
	4) Dispute resolution by litigation	Yes	No X
	5) Extended defects liability period applicable to the following elements:	Electrical, Mechanical and Civil work	
[8.6.1.1.2]	The Value of material, supplied by the Employer, and not included in the Contract Price, is:	R0.00	
[8.6.1.1.3]	The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be included in the insurance: 30% of the Contract Price		
[8.6.1.3]	The limit for indemnity for liable insurance is:	Unlimited	
[6.5.1.2.3]	The percentage allowance to cover overhead charges for contractor and subcontractors, is:	33.30%	
[1.1.1.14]	Practical Completion Date		
	The Practical Completion date is: A time measured from the Commencement date.		
	For the works as a whole: The whole of the works shall be completed within:	6 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).	
[5.5.1]	The date for practical completion shall be	To be determined	
[5.13.1]	The penalty per calendar day shall be :	0.04% of the Contract Price, rounded to the nearest R10	

	For the works in sections:
	The date for practical completion from the commencement date and the penalty per calendar day:
[5.5.1]	Portion 1:
[5.13.1]	3 Calendar Months
	0.04% of the Contract Price, rounded to the nearest R10
	Portion 2:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.
	Maximum retention is: 0.00% of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule."
[6.8.3]	must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Tenderers of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP)(Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[6.8.3]	
[5.14.5]	The following clause must be added to clause 5.14.5:
	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenderer's, will not be permitted.
	Alternative Indices: Not Applicable
	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
	Clause
[1.1]	[1.1.1.5] COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Tenderer receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
	[5.12.2.2] ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.
	[6.2.1] CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.
	CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.
	FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practise among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
	INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

- (a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
- (b) in respect of interest owed to the employer, the interest 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), will apply

	[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer /Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer) [1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.
	[4.4.1] Add the following to the clause 4.4.1: <i>"The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the tender"</i>
	[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARANTEE OPTIONS".
	[6.10.6.2] Replace <i>"at the prime overdraft rate, as charged by the Contractor's Bank,"</i> with <i>"...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)."</i> Omit <i>"on all overdue payments from the date on which the same should have been paid..."</i> and replace with <i>"only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</i>
[5.12.3]	SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following:
	<i>"5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</i> 5.12.3.1 <i>Failure to give possession of the site to the contractor.</i> 5.12.3.2 <i>Making good physical loss and repairing damage to the works where the contractor is not at risk.</i> 5.12.3.3 <i>Contract instructions not occasioned by default by the contractor.</i> 5.12.3.4 <i>Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor.</i> 5.12.3.5 <i>Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met.</i> 5.12.3.6 <i>Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent.</i> 5.12.3.7 <i>Insolvency of a nominated subcontractor.</i> 5.12.3.8 <i>A direct contractor.</i> 5.12.3.9 <i>Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents.</i> 5.12.3.10 <i>The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate.</i> 5.12.3.11 <i>Late or failure to supply materials and goods for which the employer is responsible.</i> 5.12.3.12 <i>Suspension of the works."</i>
[5.14.5.1]	Omit entire clause 5.14.5.1
[5.16.4]	Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract:
[6.2.2]	5.16.4.1. <i>The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</i> Replace the following <i>"...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works."</i> with <i>"...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</i>
[6.2.3]	Add to clause 6.2.3 the following <i>"The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance"</i>
[9.3.2.2]	Omit <i>"without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</i>
	Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows: (a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 (b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer. (c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works. (d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. (e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the (f) The employer shall pay the amount due to the contractor within 30days of receipt of payment certificate signed by the Engineer.
	MANAGING PROJECT DURATION
	(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item. (b) Activity-and total float shall belong to the Employer. (c) The Contractor shall deliver his programme of work within 10 calendar days after notice from the Employer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract. The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision. The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill. Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.
	INCLEMENT WEATHER AND CLAIMS FOR DELAYS IN PERFORMANCE
	(a) The Contract Sum includes a monthly allowance of 3 working days inclement weather during which rainfall exceeds 10mm per day for months as indicated in the Scope of Works. These days shall be reflected on the critical path of the Contractor's programme as specified in MANAGING PROJECT DURATION above. (b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met: (i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work. (ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.

1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted.
2. No claims for stoppages less than 2(two) hours per day shall be considered.
3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days.
4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage.
5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date.
6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme.
7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted.
8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days.
9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below:

Description	Months					Total
	Sept	Oct	Nov	Dec	Jan	
	Hours	Hours	Hours	Hours	Hours	Hours
Programmed Rain days	0	30	30	15	15	90
Actual Rain days	16	22	35	15	18	106
Difference	-16	8	-5	0	-3	-16
Estimated Extension of time - in working days						2

8 hrs/day*

See point 5.2 in the Scope of Works for the specific days the tenderer must allow for in this contract.

Tender no: ZNT 04268 W Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:

POST-TENDER INFORMATION

Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.

1 CONTRACT DETAILS

[1.1.1.9] Contractor Name:

[1.2.1.2] Postal address:

Tel no

Fax no

Tax / VAT Registration No:

e-mail

Physical address:

[1.1.1.10] The accepted contract price inclusive of tax is R :

[Amount in words]

Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

The preliminaries amounts shall be paid in terms of:

*Alternative A

Yes

**Alternative B

N/A

* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.

** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.

If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the General Items/Preliminaries amount shall not be varied

15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum

75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.

Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)

For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:-

- An amount which shall not be varied.

- An amount varied in proportion to the contract value as compared to the Contract Sum.

- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.

The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section

If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;

10% of the amount shall not be varied

15% varied in proportion of the Contract Value to the Contract Sum

75% varied in proportion to the revised Construction period compared with the Initial Construction Period

Sectional Completion : Subdivision of Preliminaries Costs

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

YES

yes / no

or

Alternative B

The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.

NO

yes / no

The contractor is informed that only option 'A' shall apply

2 DOCUMENTS

Contract documents marked and annexed hereto:

Priced Bills of Quantities:

Yes

No

Lump Sum document :

Yes

No

Guarantee Options:

Not applicable

2.2 DESIGN BRIEF

Not applicable

YES or NO

2.3 DRAWINGS

See list of drawings/Annexure's attached to this document.

YES or NO

2.4 DESIGN PROCEDURES

Not applicable

YES or NO

Contract drawings:

Yes

No

Other documents:

Waiver of the Contractors lien or right of continuing possession is required.

YES

GUARANTEE OPTIONS

The Tenderer agrees to provide a bank or insurance guarantee in accordance with clause 6.2.3 of the Conditions of the GCC2010 Contract within the period stated in the Contract Data. This guarantee shall be for a sum equal to an amount stated in the Contract Data.

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

(a) the tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value will be applicable and will be reduced 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: select one option

(i) cash deposit of 10 % of the Contract Price

(ii) bank or insurance Performance Guarantee of 10 % of the Contract Price

(iii) cash deposit of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

(iv) bank or insurance guarantee of 5% of the Contract Price and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

NOTE: Where the Tenderer has not selected one of the guarantee options above, the default option will be as if the Tenderer has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax. - See GCC2010 clause 6.2.2 as amended in Contract Data.

3 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at.....on of.....20.....

Name of signatory

for and behalf of the Employer who by signature hereof

Capacity
of signatory

as Witness.

Thus done and signed at.....on of.....20.....

Name of signatory

for and behalf of the **Contractor** who by signature hereof

Capacity of signatory

as Witness.



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

C1.3 - FORM OF GUARANTEE

C1.3 PERFORMANCE GUARANTEE - GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)

Head: Public Works
KZN Department of Public Works:
Private Bag X 9041
PIETERMARITZBURG
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Tender Number ZNT 04268 W

Project Code 063049

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Public Works

"Contractor" means: _____

"Engineer" means: _____

"Works" means:

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)

"Site" means: _____

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

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

Amount in Words:

"Guaranteed Sum" means: The maximum aggregate amount of: 10% _____
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



KWAZULU-NATAL PROVINCE
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PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION
CONTRACT FOR WIMS NO. 072033)**

PART C2 - PRICING DATA



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PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS

GCC FOR CONSTRUCTION WORKS (Second Edition 2010)

Project title:	ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)		
Tender no:	ZNT 04268 W	Project Code:	063049

C2.1 Pricing Instructions

	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable") The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.
1	MASSES AND MEASURING UNITS These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto. The pages of each of these documents are numbered consecutively and before the Tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.
2	PRICES FOR VARIATIONS Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.
3	SCALE The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.
4	PROVISIONAL ITEMS All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for. No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Public Works.

5	TIMELY ORDERING OF MATERIALS The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods. Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.
6	ELECTRICAL LIGHTING, POWER AND WATER The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Employer. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. Tenderers are advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.
7	IMPORT PERMITS, DUTIES AND SURCHARGES. All tenders by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the tender documents. If this day falls on a weekend or public holiday, the next working day must be used. Furthermore, Tenderers must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above. Together with this, the Tenderer must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.
8	STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE TENDER DOCUMENTS The work executed under this Contract has been measured in accordance with the; Standard System of Measuring Builders Work (7th Edition) including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.
9	PRICING OF ROCK EXCAVATIONS It is a condition of this tender that should the tenderer elect to price the Rock Excavation included in this tender, the rates must be market related and should be identically priced for the same classification of excavations and not vary for similar billed items in the different sections.

10 BROAD BASED BLACK ECONOMIC EMPOWERMENT

1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies.
3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this tender.

11 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.
2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za
3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.
5. Tenderers are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier

**Central Supplier Database (CSD)
Supplier Number:**

12 TAX CLEARANCE REQUIREMENTS

It is a condition of tender that the taxes of the successful tenderer must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

1. In order to meet this requirement tenderers are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign Tenderders / individuals who wish to submit Tenders.
2. SARS will then furnish the Tenderder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.
3. In tenders where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.
4. Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.
5. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Security PIN Number

	Company / Entity Tax Reference Number	
13	BILLS OF QUANTITIES/LUMP SUM DOCUMENT	The Bills of Quantities 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, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.
14	VALUE ADDED TAX	The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
15	FIXED PRICE CONTRACT	Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions: Tenderders are to take note that the contract price adjustments are not applicable to this contract. Tenderders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.



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C2.2 - Preliminaries for GCC for Construction works - 2nd Edition 2010

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)					
BILL NO. 1 C2.2 PRELIMINARY AND GENERAL					
	NOTES	UNIT	QUANTITY	RATE	AMOUNT
i)	The agreement is to be the General Conditions of Contract for Works of Civil Engineering Construction (2010) (Second Edition) , published by the S. A. Institution Of Civil Engineering.				
ii)	The Preliminaries are to be the Construction and management requirements for works contracts - Part 1: General engineering and construction works (SANS 1921-1: 2004 Edition 1) prepared by Standards South Africa and shall be deemed to be incorporated herein.				
iii)	Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.				
iv)	Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.				
v)	Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").				
vi)	Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time.				
vii)	Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer, for which variation and extension of time has been granted. See Contract Data .				
SECTION A: GENERAL CONDITIONS OF CONTRACT					
A1	General (clause 1) F:..... V:..... T:.....	Item			
A2	Basis of Contract (clause 2) F:..... V:..... T:.....	Item			
A3	Engineer (clause 3) F:..... V:..... T:.....	Item			
A4	Contractor's General Obligation (clause 4) F:..... V:..... T:.....	Item			
A5	Time and Related Matters (clause 5) - As referred to in the Contract Data under Special Condition of Contract. The Contract Period shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods. F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
A6	Payment and Related Matters (clause 6) F:..... V:..... T:.....	Item			
A7	Quality and Related Matters (clause 7) F:..... V:..... T:.....	Item			
A8	Risk and Related Matters (clause 8) F:..... V:..... T:.....	Item			
A9	Termination of Contract (clause 9) F:..... V:..... T:.....	Item			
A10	Claims and Disputes (clause 10) F:..... V:..... T:.....	Item			
SECTION B: SANS 1921-1:2004 (Edition 1): CONSTRUCTION AND MANAGEMENT REQUIREMENTS FOR WORKS CONTRACTS: PART 1					
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B1	Scope F:..... V:..... T:.....	Item			
B2	Normative references F:..... V:..... T:.....	Item			
B3	Definitions F:..... V:..... T:.....	Item			
B4	Requirements for construction and management F:..... V:..... T:.....	Item			
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B4.2	Responsibilities for design and construction F:..... V:..... T:.....	Item			
B4.3	Planning, programme and method statements F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
B4.4	Quality assurance F:..... V:..... T:.....	Item			
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B4.12	Materials, samples and fabrication drawings F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
B4.17	Existing services F:..... V:..... T:.....	Item			
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SECTION C: SCOPE OF WORK in accordance with SANS 10403 (The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)					
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C3	Other services and facilities - CLAUSE 4.8 F:..... V:..... T:.....	Item			
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C5	Management meetings - CLAUSE 5.3 F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
C8	Permits - CLAUSE 5.9 F:..... V:..... T:.....	Item			
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D4	Samples of materials, workmanship and finishes - CLAUSE 4.12.1 F:..... V:..... T:.....	Item			
D5	Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2 F:..... V:..... T:.....	Item			
D6	Office for the foreman CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D7	Telephone - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D8	Office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D9	Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
D10	Sheds - CLAUSE 4.14.3 F:..... V:..... T:.....	Item			
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		UNIT	QUANTITY	RATE	AMOUNT
D11	Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item			
D12	Termination, diversion or maintenance of existing services - CLAUSE 4.17.1 F:..... V:..... T:.....	Item			
D13	Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item			
D14	Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item			
D15	Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item			
	SECTION E: SPECIFIC PRELIMINARIES <u>Section E contains Specific Preliminary items which apply to this contract except where "N/A" (Not Applicable) appears against the item.</u>				
E1	PROPRIETARY BRANDED PRODUCTS The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative. F:..... V:..... T:.....	Item			
E2	OVERTIME Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Engineer/Principal Agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the Employer. F:..... V:..... T:.....	Item			
E3	AS BUILT DRAWINGS The position of construction breaks and the extent of individual concrete pours are to be recorded by the Contractor on the Structural Engineer's drawings and are to be submitted to the Engineer/Principal Agent and the Structural Engineer for their records. F:..... V:..... T:.....	Item			
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SECTION E: SPECIFIC PRELIMINARIES		UNIT	QUANTITY	RATE	AMOUNT
E4	SITE INSTRUCTIONS Site Instructions issued on site are to be recorded in triplicate in a Site Instruction book which is to be maintained on site by the Contractor. F:..... V:..... T:.....	Item			
E5	LABOUR RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Public Works) may apply any of the sanctions provided in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required report has not been submitted.</i>	Item			
E6	PLANT RECORD At the end of each week the Contractor shall provide the Engineer/Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. F:..... V:..... T:.....	Item			
E7	NON CESSION OF MONIES The Contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract. F:..... V:..... T:.....	Item			
E8	SECTIONAL COMPLETION When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained. F:..... V:..... T:.....	Item			
E9	LOCAL LABOUR It is a general requirement of this contract that persons normally resident in the locality of the works (Local Labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate Labour not be available within the locality, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ Local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of Local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community. F:..... V:..... T:.....	Item			
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
E10	IMPORT PERMITS AND DUTIES The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration. Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989. F:..... V:..... T:.....	Item			
E11	CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP) Notwithstanding anything to the contrary contained in the GCC for Construction Works 2010 2nd Edition, this Contract shall only when the Construction Period exceeds 6 months and the Contract sum exceeds R1,000,000,00 be subject to the Contract Price Adjustment Provisions Indices Application Manual for use with P0151 indices (CPAP) (Revised 1 January 2013) as published by Statistics South Africa. Tenderers are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works <u>will not accept the submission by Tenderers of lists of additional items.</u> Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings. F:..... V:..... T:.....	Item			
E12	EPWP CONDITIONS AND SPECIFICATIONS 12.1 EMPLOYMENT TARGETS <u>E12.1 a Employment Targets</u> The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using labour intensive construction methods on elements where it is economical and feasible for this construction method. No of jobs to be created = ... [Contractor to fill in an estimated number] F:..... V:..... T:..... <u>E12.1 b Employment requirements</u> Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment. Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program; 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability 4. 100% Unskilled labour utilised must reside within the boundaries of the Municipality Ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
E12.1 c Labour rate and payment intervals The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP beneficiaries are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work. Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages. The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities. F:..... V:..... T:.....	Item			
12.2 LABOUR INTENSIVE CONSTRUCTION METHOD E12.2 a Labour Intensive Construction (LIC) method On site there must a person(s) having competency in managing and implementing LIC methods. *Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site. *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited F:..... V:..... T:.....	Item			
E12.2 b Labour Intensive Construction Method Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated. Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)" F:..... V:..... T:.....	Item			
E12.3 RECORD KEEPING 12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Beneficiary form submitted with payment certificates. Copies of submitted EPWP beneficiary data forms should also be kept in the site office. F:..... V:..... T:.....	Item			
12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated. This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP Data to the National EPWP coordinating Department. F:..... V:..... T:.....	Item			
Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
E12.4 EPWP REPORTING as per EPWP DATA FORM At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Public Works with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate: 1. EPWP monthly data collection form 2. Worker monthly payment upload 3. Worker monthly proof of payment i.e 3.1 Acknowledgement of receipt of payment or 3.2 Payslips 3.3 Bank statement highlighted the workers paid 4. Worker monthly training form 5. Monthly attendance register 6. Certified copies of ID's (once off) 7. ID size photos (once off) 8. Proof of UIF 9. Proof of COIDA F:..... V:..... T:..... E12.5 EPWP PROMOTION 12.5.1 EPWP signage board EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles. Project name and owner shall be black lettering on white background. board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period, after which the project board and post are to be dismantled and handed to the client in good order. F:..... V:..... T:..... 12.5.2 Branding of labour apparel Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site. The contractor is then advised to price for both item 17.5.1 and 17.5.2 F:..... V:..... T:..... E12.6 COMMUNITY LIAISON OFFICER (CLO) UTILISATION OF A COMMUNITY LIAISON OFFICER In addition to the requirements of Clause E9, contained in this document; The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract In the interest of providing a sound service to both the community and the Contractor, a CLO may only manage one project at a given time. A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:	Item			
	Item			
	Item			

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor. 2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor. 3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor. 4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise. 5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained. 6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained 7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications					
Carried forward to collection				R	

		UNIT	QUANTITY	RATE	AMOUNT
	8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto. 9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time. 10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time. Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works F:..... V:..... T:..... E12.7 SKILLS DEVELOPMENT ON SITE Contractor in conforming to the object of EPWP that its beneficiaries need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the Contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills. Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity. Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety. F:..... V:..... T:..... E12.8 LABOUR ONLY Sub Contracting for local emerging enterprises Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply: <u>African Equity Ownership</u> a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate. b) The Priority Population Group consists of women, youth and disabled people. c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO). d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated. In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels. F:..... V:..... T:.....	Item			
		Item			
		Item			
	Carried forward to collection			R	

	UNIT	QUANTITY	RATE	AMOUNT
TENDERER'S TO NOTE CONDITIONS a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract. b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary. c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress. d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment. f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG. g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work. CO-ORDINATION The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained. F:..... V:..... T:..... ATTENDANCE The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site. Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor. This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like. F:..... V:..... T:..... E12.9 EPWP CONTRACT FOR LABOUR It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer. F:..... V:..... T:.....	Item			
	Item			
Carried forward to collection			R	

E12.10 EPWP SCOPE of WORK	UNIT	QUANTITY	RATE	AMOUNT
Note: Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor. Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows; i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc. iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc. F:..... V:..... T:..... Note: It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements. <u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict. <u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted. <u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers. F:..... V:..... T:.....	Item	Item	R	
Carried forward to collection				

		UNIT	QUANTITY	RATE	AMOUNT
E13	HIV/AIDS AWARENESS Tenderers are to price against the following items for compliance with the SPECIFICATION FOR HIV/AIDS AWARENESS bound into this document (The clauses referred to are those of the Specification for HIV/AIDS)				
E13.1	Provide and maintain a condom dispenser in terms of Clause 5.1a)				
	F:..... V:..... T:.....	Item			
E13.2	Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b)				
	F:..... V:..... T:.....	Item			
E13.3	HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs; Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a)				
	F:..... V:..... T:.....	Item			
E13.4	Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)				
	F:..... V:..... T:.....	Item			
E13.5	Reporting Prepare and attach to claims for payment a brief report in terms of Clause 5.3 (see also HIV/STI Compliance Report included with this document). F:..... V:..... T:..... <i>Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum per calendar day of which the required reports has not been submitted.</i>				
	F:..... V:..... T:.....	Item			
E14	OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 Tenderers are to allow for costs in providing a project specific ' Construction Phase Safety, Health and Environmental Plan' in accordance with "Section 2 - Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"				
	F:..... V:..... T:.....	Item			
E15	NOTICE BOARD, SITE OFFICE, ETC. Tenderers are to allow for the provision and removal of a project notice board and a site office in accordance with the Principal Agent's requirements.				
	F:..... V:..... T:.....	Item			
E16	IMPORTED MATERIALS AND EQUIPMENT Where imported items are listed in the tender documents, the tenderer shall provide all information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. (<i>Refer to T2.14 - Schedule of Imported Materials and Equipment.</i>)				
	F:..... V:..... T:.....	Item			
E17	CONTRACT DOCUMENTS The drawings issues with these Tender documents do not comprise the complete set but serves as a guide only for tendering purposes and for indicating the scope of works to enable the Tenderer to acquaint him with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly legible to the Tenderer he shall, before submitting his Tender, obtain clarification in writing from the principal agent.				
	F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E18	GENERAL PREAMBLES The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the various Regional Office's of the Department of Public Works and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used. F:..... V:..... T:.....	Item			
E19	TRADE NAMES Wherever a Trade Name for any product has been described in the Bills of Quantities the Tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the Principal Agent being obtained prior to the closing date for submission of Tenders. F:..... V:..... T:.....	Item			
E20	EXISTING PREMISES OCCUPIED Refer to Scope of Works Part C3 of this Tender Document for information on the occupation of existing buildings. F:..... V:..... T:.....	Item			
E21	INACCURATE AND DEFECTIVE WORK EXECUTED UNDER PREVIOUS CONTRACT The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work. Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work. F:..... V:..... T:.....	Item			
E22	VIEWING THE SITE IN SECURITY AREAS If the site is situated in a security area and the Tenderer must arrange with the Authorities to obtain permission to enter the site for Tendering purposes. F:..... V:..... T:.....	Item			
E23	COMMENCEMENT OF WORKS IN SECURITY AREAS If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account. F:..... V:..... T:.....	Item			
E24	ENTRANCE PERMITS TO SECURITY AREAS If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority. F:..... V:..... T:.....	Item			
	Carried forward to collection			R	

		UNIT	QUANTITY	RATE	AMOUNT
E25	SECURITY CHECK OF PERSONNEL The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified. In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works. F:..... V:..... T:.....	Item			
E26	PROHIBITION ON TAKING PHOTOGRAPHS In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister. The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959. F:..... V:..... T:.....	Item			
E27	Management of Water Water for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The client reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.				
Carried forward to collection				R	

SECTION 1

SUMMARY – PRELIMINARY & GENERAL

Collection

	Page No.	Amount	
	1	R	
	2	R	
	3	R	
	4	R	
	5	R	
	6	R	
	7	R	
	8	R	
	9	R	
	10	R	
	11	R	
	12	R	
	13	R	
	14	R	
	15	R	
	16	R	
Carried forward to Final Summary		R	

Section No. 1
Preliminary & General
Summary



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

PART C2.3 BILL OF QUANTITIES

BILL OF QUANTITIES FOR BOREHOLE DRILLING

Client Name:		Department of Health			
B/Hole Contract:					
Item	Description	Unit	Qty	Rate	Total
SECTION NO.2					
	SECTION NO. 2 BILL NO.1 BOREHOLE INSTALLATION (PROVISIONAL) The Tenderer is referred to the "KwaZulu Natal: Department of Health Standard Preambles to all Trades - January 2009 (Rev 3)" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates Registration with the Borehole Water Association of South Africa (BWA) AND Ground Water Association of KwaZulu-Natal (GAKZN) is required				
	DRILLING	Unit	Qty	Rate	Total
	EARTHWORKS				
	NOTE: For preambles see Standard Preambles to All Trades - WB20 and Supplementary Preambles - pages SUP1 to SUP6. EXCAVATION, FILLING, ETC. <u>Excavate in soft material, including wheeling not exceeding 50m and dumping for re-use or removal later (re-use or removal elsewhere measured):</u>				
1	Excavate for tank stand bases not exceeding 2m deep.	m³	36		
	<u>Extra over trench and base excavations in soft material for:</u>				
2	Intermediate material.	m³	5		
3	Hard rock material.	m³	2		
	<u>Risk of collapse of excavations:</u>				
4	Risk of collapse to sides of trench, etc. excavations not exceeding 1,5m deep.	m²	28		
	<u>Filling supplied by the Contractor, spread and levelled in layers not exceeding 300mm deep and compacted to 93%</u>				
5	Backfilling to trenches, bases and around foundation walls.	m²	9		
	CONCRETE, FORMWORK AND REINFORCEMENT				
	NOTE: For preambles see Standard Preambles to All Trades - WB20 and Supplementary Preambles - pages SUP1 to SUP6. Tenderers are to allow in the rates tendered for all concrete with a compression strength equal to or greater than 20 MPa, for all concrete testing as specified in TESTS on page SP13 of the Standard Preambles to all Trades No separate item against which any allowance for costs, in connection with the tests, has been included in this document.				
	UNREINFORCED CONCRETE				
	<u>15 MPa / 19mm Concrete:</u>				
6	Blinding cast against excavated surfaces.	m³	2		
	VIBRATED REINFORCED CONCRETE				
	<u>25 MPa / 19mm Concrete:</u>				
7	Strip footings, bases, etc., cast against excavated surfaces.	m³	13		

BILL OF QUANTITIES FOR BOREHOLE DRILLING

Client Name:

Department of Health

B/Hole Contract:

Item	Description	Unit	Qty	Rate	Total
	Carried forward				
	FORMWORK CLASS F1 (ORDINARY FINISH)				
	Note: Propping not exceeding 3,5m height above bearing level.				
	<u>To sides of:</u>				
8	Bases, pedestals, plinth slabs, etc.	m ²	8		
	REINFORCEMENT				
	<u>High tensile steel reinforcement:</u>				
9	10mm Diameter bars.	t	0,097		
10	12mm Diameter bars.	t	0,517		
11	16mm Diameter bars.	t	0,635		
12	25mm Diameter bars.	t	0,194		
13	32mm Diameter bars.	t	0,227		
	DRILLING				
	<u>Drilling with foam from 0 to 100m</u>				
14	Drilling 165mm diameter	m	100		
15	Drilling 203mm diameter	m	50		
16	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	<u>Drilling with foam from 101 to 150m</u>				
17	Drilling 165mm diameter	m	50		
18	Drilling 203mm diameter	m	50		
19	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	<u>Drilling with foam from 151 to 300m</u>				
20	Drilling 165mm diameter	m	-		Rate Only
21	Drilling 203mm diameter	m	-		Rate Only
22	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	<u>Mud Flush up to 100m</u>				
23	Drilling 165mm diameter	m	50		
24	Drilling 203mm diameter	m	-		Rate Only
25	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	<u>Drilling with foams (Highly abrasive rocks)</u>				
	<u>Drilling with foam from 0 to 100m</u>				
26	Drilling 165mm diameter	m	50		
27	Drilling 203mm diameter	m	-		Rate Only
28	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	<u>Drilling with foam from 101 to 150m</u>				
29	Drilling 165mm diameter	m	-		Rate Only
30	Drilling 203mm diameter	m	-		Rate Only
31	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
	<u>Drilling with foam from 151 to 300m</u>				
32	Drilling 165mm diameter	m	-		Rate Only
33	Drilling 203mm diameter	m	-		Rate Only
34	Drilling exceeding 254m to not exceeding 305 diameter	m	-		Rate Only
35	Supply and Install 152mm dia plain steel casings	m	74		
36	Supply and Install 152mm dia plasma cut steel casings	m	36		
37	Supply and Install gravel pack in the borehole	Ton	2		
	<u>Reaming of Borehole</u>				
38	For 165mm diameter	m	-		Rate Only

BILL OF QUANTITIES FOR BOREHOLE DRILLING

Client Name: Department of Health

B/Hole Contract:

Item	Description	Unit	Qty	Rate	Total
39	For 203mm diameter	m	-		Rate Only
40	For 254mm to not exceeding 305 diameter	m	-		Rate Only
41	Allowance for sanitary seal of the borehole	No	1		
42	Allowance for disinfection of the borehole tanks, water injection systems and useage of drilling foam	No	1		
43	Allowance for data recording and report complete, water chemical report	No	1		
44	Allowance for standing time	Hour	-		Rate Only
45	Allowance for Borehole rehabilitation drilling rig with foam	Hour	-		Rate Only
46	Allow for borehole development work (surging by air of completed well until the water is clean (Approx. 2 hrs)	Hr	2		
47	Allow to the cost of:- (a) Reaming and boring. (b) Insert, remove temporary casing etc. (c) Insert 9" of temporary casing permanently. (d) Setting time. (e) Bentonite seal.	M Hr M Ls Ls	- - - - -		Rate Only Rate Only Rate Only Rate Only Rate Only
48	Pump testing completed well. Time taken to install and remove pump, will be charged at same hourly rate	Hr	24		
49	Standby charges for reasons beyond the Contractor's control excluding force majeure conditions	Hr	1		
50	Borehole Completion Data and Water Chemical Analysis Report	Item	1		
<u>PUMP TESTING</u>					
51	Supply and installation of one submersible pump capable of pumping 3m3/hr at a head of 90m including control panel, electrodes, electrode cable, underground cables float switch and various installation accessories	Item	1		
<u>SUPPLY & INSTALLATION OF ELEVATED WATER TANK AND STAND</u>					
52	Supply and installation of a hot deeped galvanised elevated steel tank, 20kl with tank stand (10m high) as well as all necessary accessories for installation including walkway around the tank and .Tank to be manufactured from standard pannels 1220 x 1220mm. All stays, rubber gaskets, sealants, bolts and nuts required to assembe a water tight tankto be supplied. Cover plates to form roof cover with one lockable 450 x 450mm with built in screened vent per compatment. tank cover 1.22m deep to be supplied with material ladder per compatment and one external ladder..Tank to be supplied with one level indicator per compatment. Pipe connection points to be welded to the tank plates in positions specified by the client, four connection points up to 150mm per compatment to be included in the price. Support structure to be designed to SANS 10162 by a registered professional Engineer and include an access ladder with safety cage. Prices to be based on access to all sides of the tank by a suitable truck-mounted mobile crane..	Item	1		

BILL OF QUANTITIES FOR BOREHOLE DRILLING

Client Name:		Department of Health			
B/Hole Contract:					
Item	Description	Unit	Qty	Rate	Total
	Carried forward				
53	Water treatment plant Allow for water treatment plant including positioning on a 100mm thick 10 x 3m 20 MPa concrete slab casted on a 50mm excavated excavated and compacted surface. Covered with a steel cage which	Item	1		
54	Allowance for removal of existing tank stand and filling of open excavation	Item	1		
55	Allow for appointment of the following Geotechnical engineer for soil testing and recommendation of the type of foundation. Geohydrological Specialist to assist with all Geohydrological work , Structural Engineer to assist with all required designs and certification including taking responsibility for all risks associated their expectees during implementation as well as supply of electrical installation to existing borehole	Item	1		
	Carried to final summary				



KZN DEPARTMENT OF PUBLIC WORKS
KZN DEPARTMENT OF HEALTH
BOREHOLE INSTALLATION

BILL NO.

FINAL SUMMARY

1	PRELIMINARIES				R	-
2	BOREHOLE INSTALLATION				R	-

SUB-TOTAL

R -

VAT @ 15%

R -

CARRIED TO FORM OF OFFER & ACCEPTANCE

R -

C3.1 SCOPE OF WORKS
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10403 where reference is made to this part of SANS 1921-1:2004

Project title:	ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)
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Tender no:	ZNT 04268 W	Project Code:	063049
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SECTION 1

1 EXTENT OF THE WORKS

1.1 EMPLOYERS OBJECTIVES

Provision of borehole and water storage tank including booster pump

1.2 OVERVIEW OF THE WORKS

Completion contract fro wims number 072033.

1.3 EXTENT OF THE WORKS

The scope include Provision of borehole, Galvanised water storage steel tank including booster pump, treatment plant and water supply

1.4 LOCATION OF THE WORKS

The site is situated within the premises of the Sokhulu Clinic on the fringe of the town of Mbonambi within Sokhulu area.

1.5 TEMPORARY WORKS

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993)

2 ENGINEERING

2.1 EMPLOYER'S DESIGN

2.2 DESIGN BRIEF

completion contract

2.3 DRAWINGS

A1 General arrangement drawing

2.4	DESIGN PROCEDURES Not applicable
3	<u>PROCUREMENT</u> 3.1 PREFERENTIAL PROCUREMENT PROCEDURES This tender will be subject to the implementation of the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000 and the relevant Supply Chain Management Legislation and the KwaZulu-Natal Supply Chain Management Policy Framework published by the KwaZulu-Natal Provincial Treasury. Tenderders are referred to www.kzntreasury.gov.za for access to the relevant documents. Tenderders are advised to familiarize themselves with the contents of the KwaZulu-Natal Supply Chain Management Policy Framework regarding Preference Point Systems, evaluation of tenders appeals and other matters. 3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT NOTE : This project will be adjudicated as not exceeding R 50,000 000,00 3.3 SCOPE OF MANDATORY SUBCONTRACT WORK Not applicable 3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS Not applicable 3.5 SUBCONTRACTING PROCEDURES Not applicable
4	<u>CONSTRUCTION</u> 4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents. Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark. Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract. The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these tender documents. Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS See above 4.1												
4.3	PARTICULAR / GENERIC SPECIFICATIONS The Contractor is referred to the following documents whether attached to this document or not: <table border="0"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Specification for HIV/AIDS Awareness (CIDB)</td><td>HIV1 TO HIV3</td></tr> <tr> <td>Specific Construction, Safety, Health and Environmental Plan</td><td></td></tr> <tr> <td>Standard Preambles for all Trades (Rev 3) - DOH 2009</td><td>1 to 95</td></tr> <tr> <td>General Electrical Specification</td><td>E/1 to E/20</td></tr> <tr> <td>Lightning Protection Installation</td><td>LP/1 to LP/6</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Specification for HIV/AIDS Awareness (CIDB)	HIV1 TO HIV3	Specific Construction, Safety, Health and Environmental Plan		Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95	General Electrical Specification	E/1 to E/20	Lightning Protection Installation	LP/1 to LP/6
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Standard Preambles for all Trades (Rev 3) - DOH 2009	1 to 95												
General Electrical Specification	E/1 to E/20												
Lightning Protection Installation	LP/1 to LP/6												
4.4	CERTIFICATION BY RECOGNIZED BODIES Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.												
4.5	AGRÉMENT CERTIFICATES Not applicable												
4.6	PLANT AND MATERIAL PROVIDED BY THE EMPLOYER Not applicable												
4.7	SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER Not applicable												
4.8	OTHER SERVICES AND FACILITIES The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration. The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed. The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.												
5	<u>MANAGEMENT</u>												
5.1	APPLICABLE SANS 1921 STANDARDS Tenderders are referred to SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT												
5.2	RECORDING OF WEATHER The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.												

The Contractor shall allow in his programme for the following number of days for rain days (rain > 10mm per day) as per the table below:

CURRENT YEAR			YEAR + 1	YEAR + 2
January	w/days		3	3
February	w/days		3	3
March	w/days		3	3
April	w/days		3	3
May	w/days		3	3
June	w/days		3	3
July	w/days		3	
August	w/days		3	
September	w/days		3	
October	w/days		3	
November	w/days		3	
December	w/days	3	3	

5.3 MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer/Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.4 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.5 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.6 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all Sub-Contractors on the works each day.

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

5.7 BONDS AND GUARANTEES

The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.

5.8 PAYMENT CERTIFICATES

Requirements will be in accordance with the Employers prescriptions.

5.9	PERMITS The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures. The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract. The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site
5.10	PROOF OF COMPLIANCE WITH THE LAW The following certificates must be provided before first delivery is taken: - HIV/STI Report (Bound into this document) - Electrical Compliance Certificate - Plumbing Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test and cube certificates - Soil compaction certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	INSURANCE PROVIDED BY THE EMPLOYER Not Applicable
Clause Numbers	<u>SECTION 2</u>
	<u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u>
	4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are: shop drawings for tank stand and concrete bases must be submitted for approval 30 days prior to erections.
	4.2.1 The responsibility strategy assigned to the Contractor for the works is: Strategy A
	4.2.2 The structural engineer is: To be appointed by contractor
	4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme N/A
	4.3 The planning, programme and method statement are to comply with the following: N/A

4.12.1 Samples of materials

The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.
The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample.
The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:
0

4.12.2 Fabrication drawings that the contractor is to provide to the employer are:

None

4.12.3 Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:

OFFICE FOR FOREMAN

Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.

TELEPHONE

The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.

OFFICE FOR INSPECTOR OF WORKS

Provide, erect, maintain and remove at completion a well constructed temporary office for the Inspector of Works not less than 4 x 3 m on plan and 3 m high to eaves to the approval of the Employer. The office shall be constructed of wood framing covered externally with corrugated iron or corrugated asbestos and with a lean-to roof covered with the same material as the external wall covering. The office shall be lined internally with soft board or other approved material and a ceiling shall be provided of the same material as the internal lining. A suspended wood floor shall be provided and is to finish not less than 300 mm above the ground level. A lockable door and a window, which provides adequate light and ventilation, shall be fitted.

An office constructed of 115 mm thick brick-work and provided with a screeded concrete floor and roofed and ceiled as above described may be accepted as an alternative but prior permission of the Employer will be necessary before construction of such an office is commenced and his requirements shall be stated and fulfilled by the Contractor.

The office shall be fitted in an approved manner with a sloping topped desk of height and length suitable for the laying out and studying of drawings, a desk or table with not less than two lock-up drawers, shelves, seating and wash-stand, and the Contractor shall provide all necessary attendance.

TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS

The Contractor shall arrange for the installation of a lockable telephone in the Office for the Inspector of Works for the duration of the Contract. The Contractor will be required to make the necessary application for connection and give all notices on behalf of the Employer. The Employer will, however, be responsible for the direct payment of all fees, rentals and other charges by Telkom for the service for the Inspector of Works and for all calls made from this telephone.

	SHED Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.
4.14.6	The requirement for provision and erection of signboards are: Supply, erect, maintain and remove at completion a painted notice board, size overall 2800 x 2345 mm high sign written to detail as Drawing No. T9506 which drawing is available from offices of the Department of Public Works. Only the official notice board is to be displayed on the site and no Sub-Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.
4.17.1	Requirement for the termination, diversion or maintenance of existing services: Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately.
4.17.3	Services which are known to exist on the site: Investigate and provide detail drawings.
4.17.4	Requirement for detection apparatus None
4.18	ADDITIONAL HEALTH AND SAFETY REQUIREMENTS ARE: By the submission of a tender, any Tenderder will, if awarded the contract to which this tender document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Tenderder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this tender document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly. Tenderders are advised that it is a Condition of this Tender that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which tenders are being submitted and must be prepared by the Tenderder and submitted with the other tender documents at the time of tender. Failure to do so. Tenderders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this tender document, the Model Preambles to Trades - 2008, any project Specification included in this tender document and any and all drawings which are referred to and issued as part of this tender document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Tenderders are also advised that such a plan which is submitted with a tender but is incomplete or considered inadequate by the Employer or his Representative will invalidate the tender. The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE: [Provide list of applicable contractors]

C3.2 - SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.

Note: The National Department of Public Works maintains a list of qualified service providers.

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)

5.3 Reporting

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer (Head: Public Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The HIV /Aids awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the programme.*

C3.3 - HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

Project Code:

063049

Payment Claim number:

Period covered by payment claim:

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).

3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).

4. Counselling, support and care (summarise information provided).

5. HIV awareness programme (briefly describe action).

6. Schedule of construction workers exposed to the HIV awareness programme.

[illegible]

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor:

Name: _____

Signature: _____

Date: _____

Employer's representative:

Name: _____

Signature: _____

Date: _____



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

PART C4. SITE INFORMATION

C4.1 SITE INFORMATION
GCC FOR CONSTRUCTION WORKS (2 Edition of 2010)

Project title:	ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)		
Tender No.	ZNT 04268 W	Project Code:	063049
C4.1 Site Information			
C4.1	GENERAL		
(a)	Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data and information. Mountainous landscape characterizes the area where the place is situated. A geohydrologist will need to be hired by the contractor to carry out the investigation.		
(b)	Specific requirements must be described.		
(c)	Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein. If project is phased, indicate the phased work procedure with a colour coded site plan or graphical key or sorts.		
C4.2	GEOTECHNICAL INVESTIGATION REPORT		
(a)	The contract will include geotechnical study.		



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

PART C5 - DRAWINGS / ANNEXURES

C5.1 - LIST OF DRAWINGS/ANNEXURES

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)

Tender No.:	ZNT 04268 W	Project Code:	063049
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(Where drawings/annexure's are issued, document compilers must insert the following paragraph and list the applicable drawings/annexure's below.)

The following drawings/annexure's shall be issued during the Tender period to form part of the tender documentation. Where applicable, drawings/annexure's could be re-issued to the Contractor at commencement of the construction phase.

DRAWING NO

DESCRIPTION

[illegible]

ANNEXURES

Annexure 1	Standard Preambles for all Trades (Rev 3) - DOH 2009
Annexure 2	General Electrical Specifications
Annexure 3	Lightning Protection Specifications
Annexure 4	Map of Tender submission location
Annexure 5	Joint Venture Agreement
Annexure 6	#REF!
Annexure 7	Health and Safety Specification
Annexure 8	Health and Safety Bill of Quantities
Annexure 9	Builders Lien Agreement
Annexure 10	Geotechnical Investigation Report (If applicable)
Annexure 11	EPWP Employment Contract
Annexure 12	Attendance Register - Infrastructure and Other projects
	EPWP Data Collection tool for Phase 3 system



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

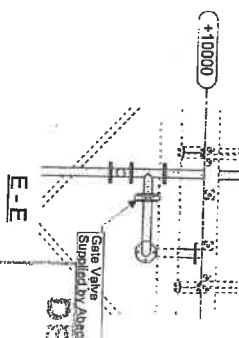
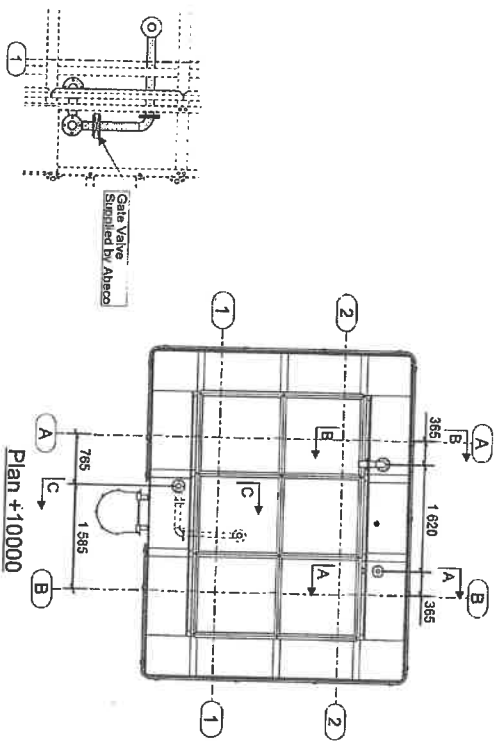
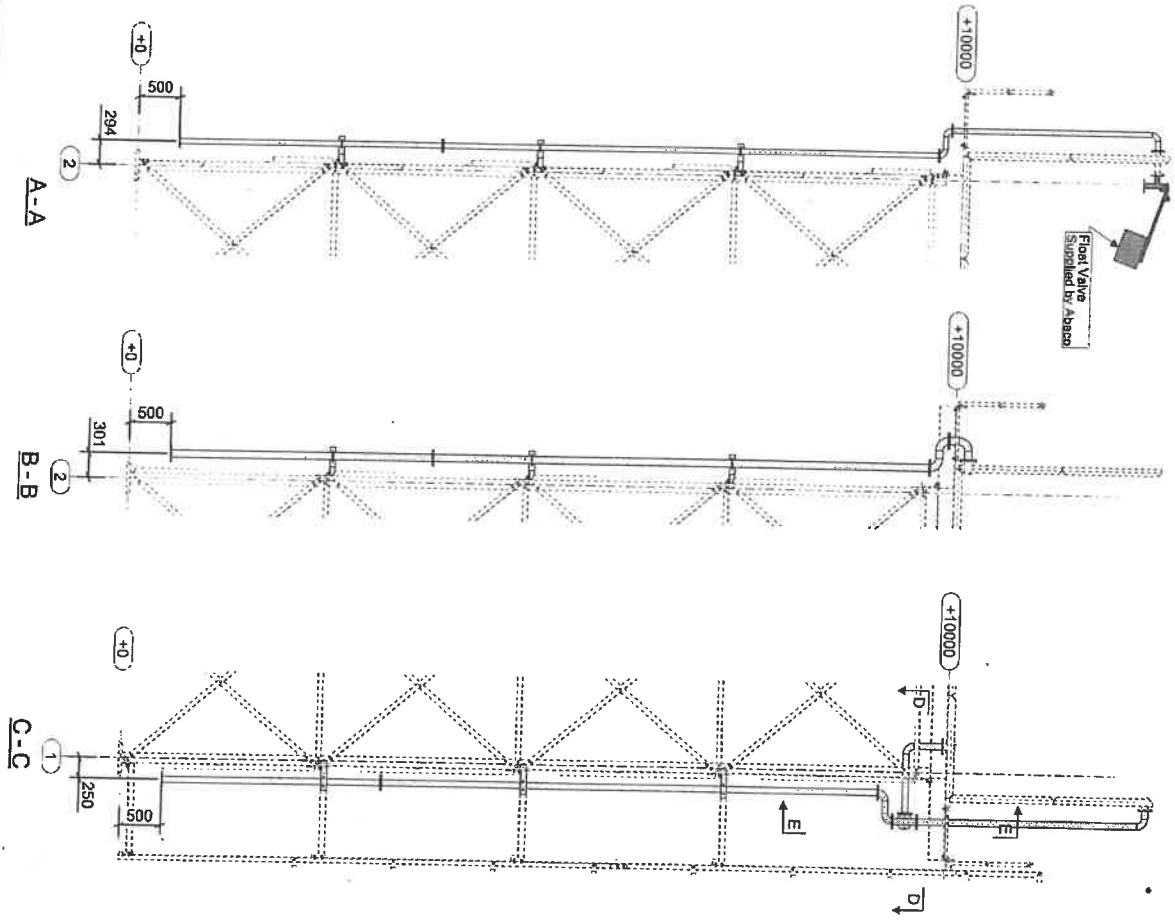
**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

ANNEXURES

Inlet
50NB 1600/3

Outlet
80NB 1600/3

Overflo & Drain
65NB 1600/3

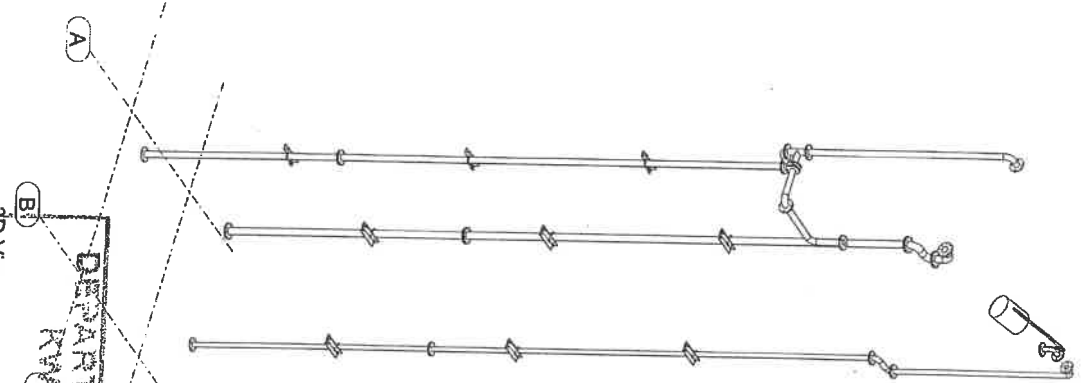
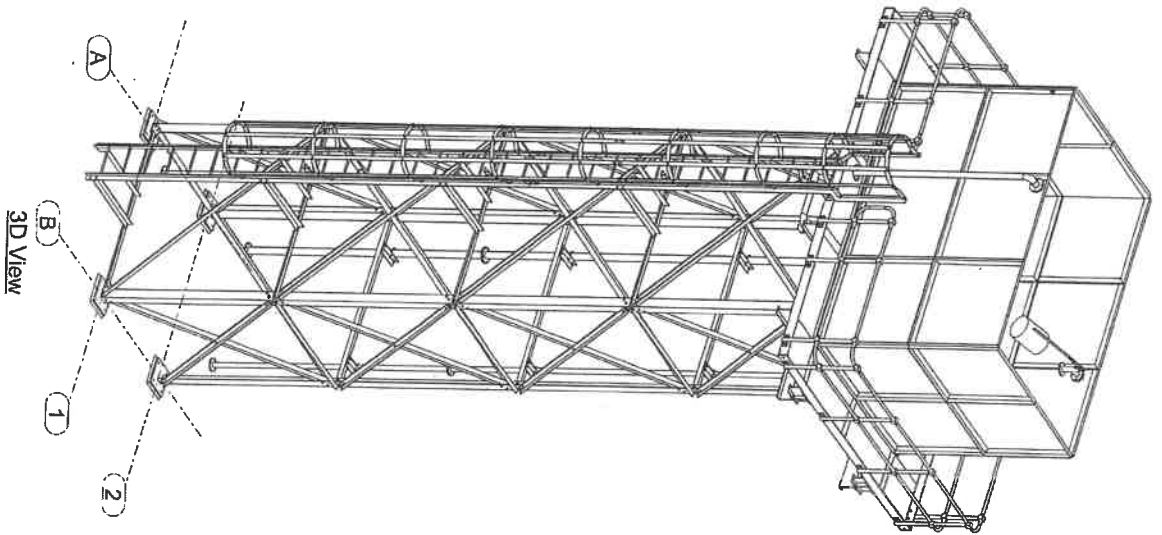


DEPARTMENT OF HEALTH
KWAZULU-NATAL
2024-10-23
KING CETSIMAYO DIST.

ABCO
PRESSED STEEL TANKS AND STANDS
322-10W
Shoba Civils (Pty) Ltd
Linderville, Kwa-Zulu Natal
Abaco Tanks (Pty) Ltd
PO Box 75731
16 Strand Street, Johannesburg
Tel: 011 403 1100 Fax: 011 403 7844

At General Arrangement Drawing

Table Structures
AT 2061



DEPARTMENT OF HEALTH
RWANDA
KIGALI

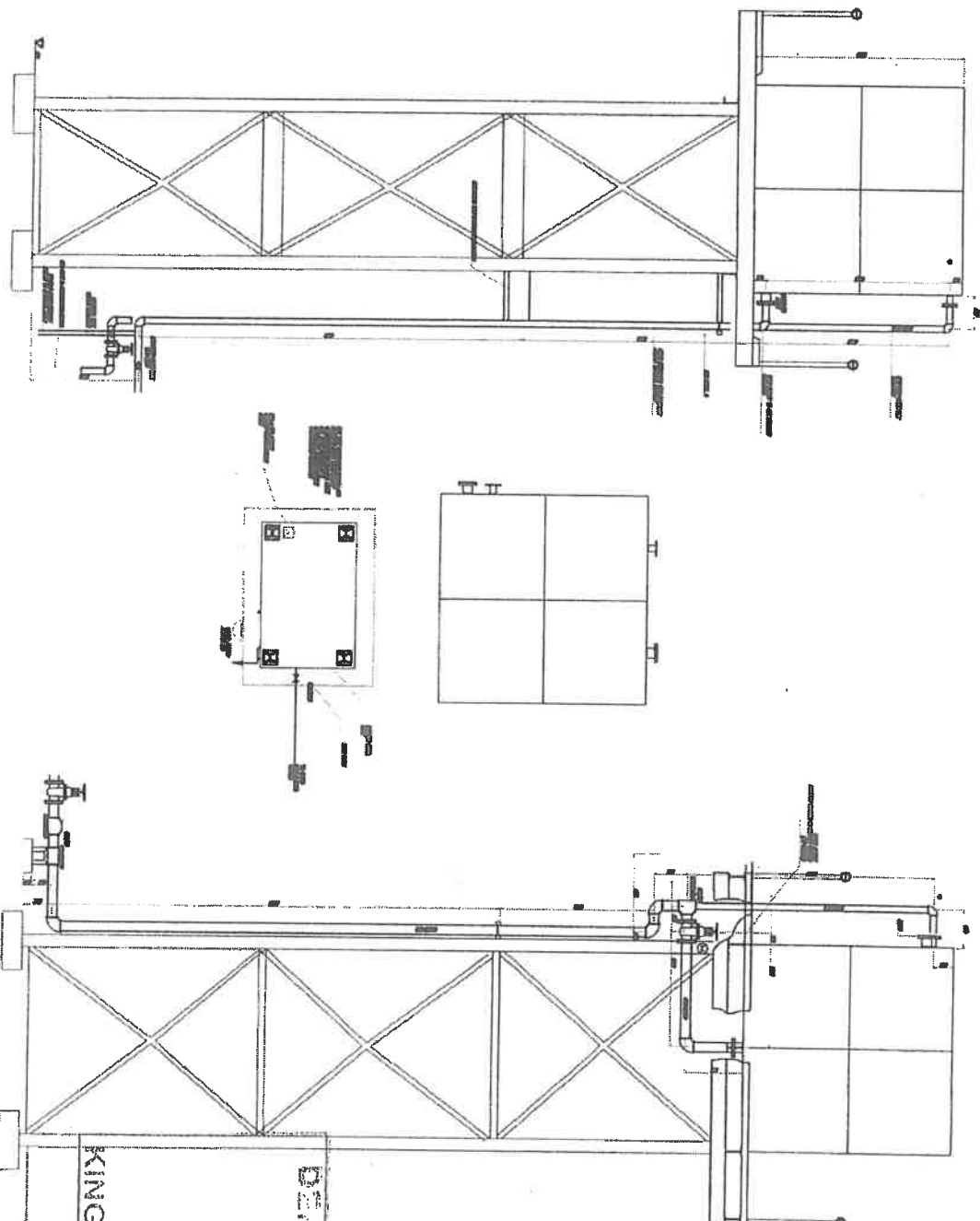
ABECO
TANKS

PRESSED STEEL TANKS AND STANDS
SHOGA CIVILS (PTY) LTD
322-10W
Linderville, Kem-Zulu, Noid
Abeco Tanks (Pty) Ltd
Tel: 027 11 481 1182, 027 11 481 1184

AT General Arrangement Drawing

Tekla
Structures

Model: 222-1052 (2/20/17)
Date: 16.08.2017
User: AT 2251



NOTES:
 1. ALL DIMENSIONS ARE IN METERS.
 2. THE TOWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN SPECIFICATIONS.
 3. THE TOWER SHALL BE PAINTED IN A LIGHT COLOR.
 4. THE TOWER SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.
 5. THE TOWER SHALL BE INSURED AGAINST ALL RISKS OF DAMAGE.
 6. THE TOWER SHALL BE OPERATED IN ACCORDANCE WITH THE OPERATING MANUAL.
 7. THE TOWER SHALL BE REPAIRED IMMEDIATELY IN THE EVENT OF ANY DAMAGE.
 8. THE TOWER SHALL BE DEMOLISHED AT THE END OF ITS USEFUL LIFE.
 9. THE TOWER SHALL BE REBUILT AT THE END OF ITS USEFUL LIFE.
 10. THE TOWER SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES.

DATE: 2024-10-29
 BY: R. YARDLEY

PROJECT: WATER TOWER
 CLIENT: KING CETS HWANG DISTRICT
 LOCATION: UGU DISTRICT

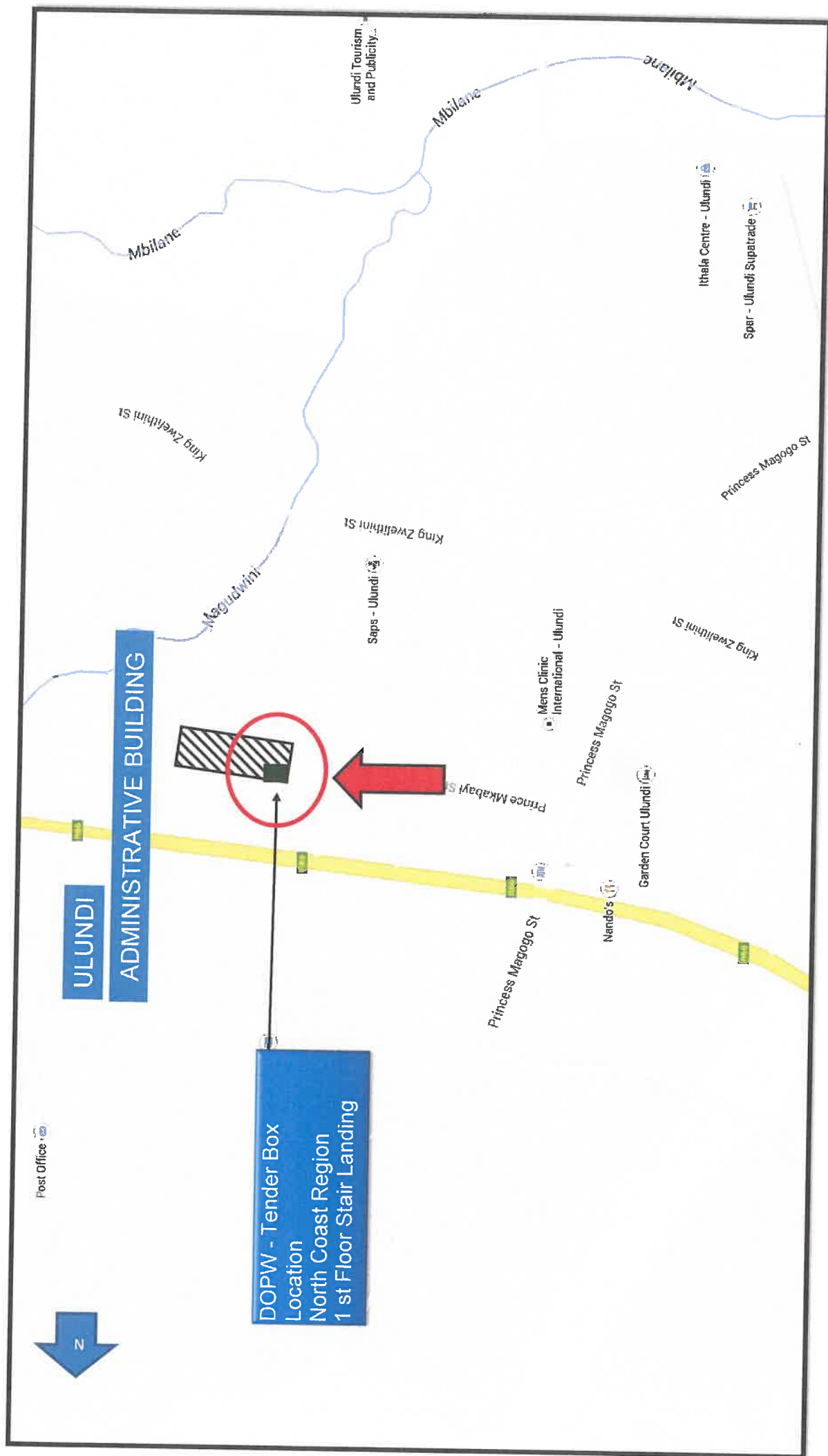
DEPARTMENT OF HEALTH
 KWAZULU-NATAL
 HEALTH SERVICES

2024-10-29
 UGU DISTRICT

KING CETS HWANG DISTRICT

WATER TOWER
 GENERAL
 LAYOUT

DATE: 2024-10-29
 BY: R. YARDLEY
 PROJECT: WATER TOWER
 CLIENT: KING CETS HWANG DISTRICT
 LOCATION: UGU DISTRICT
 11001-WT-01





KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Annexure 5
Joint Venture Agreement
(March 2004)
(First Edition of CIDB document 1017)

1. **PREAMBLE**

This agreement is made and entered into by and between

of the first part and

of the second part and

of the third part.

(allow for additional parties as necessary).

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

for the exclusive purposes of securing and/or executing the Contract to be awarded by
(name of Employer)

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

for (brief description of Contract)

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC: PROVISION OF A
BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

'Agreement' means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

'Contract' means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

'Deliverables' means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

'Document' means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

'Employer' means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

'Joint Venture' means the joint venture formed by the Members in accordance with the Agreement.

'Management Committee' means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

'Member' means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

'Member's Interest' means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

'Representative' means the person representing a Member on the Management Committee.

'Schedules' means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

'Specific Provisions' means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

3. **JOINT VENTURE GENERAL**

3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

4. **MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management Committee,

4.2.2 *Meetings*

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 *Powers and duties*

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

- 4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.
- 4.2.4.2 Managing the day to day affairs of the Joint Venture.
- 4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.
- 4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.
- 4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.
- 4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.
- 4.2.4.7 Controlling and approving the appointment of all subcontractors.
- 4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

5 **RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1

Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2

Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3

Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

6.

BREACH OF AGREEMENT

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

7.

INSOLVENCY OF MEMBER

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

3. DISPUTES

8.1 Settlement

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

8.2 Mediation

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

8.3 Arbitration

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

9. DOMICILIUM

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at _____ this _____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____ As witnesses 2. _____

Member No. 2

Thus done and signed at _____ this _____ day of _____ 20__

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____ As witnesses 2. _____

Member No. 3

Thus done and signed at _____ this _____ day of _____ 20____

For and on behalf of _____ [Company]

by [name] _____ who warrants his authority to do so.

As witnesses 1. _____ As witnesses 2. _____

[Allow for additional parties as necessary].

REFERENCE NR	CHSM/063049
Revision	02
Date	20 August 2024



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

Draft Occupational Health and Safety Specification (OHSE SPEC)

PROJECT NAME	Sokhulu Clinic
PROJECT ADDRESS	uMhlathuze Municipality
WIMS NR:	063049
CLIENT:	Department of Health
PREPARED BY:	SF Ntuli

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1. Abbreviations	
AIA	Approved Inspection Authority
ALARP	As low As Reasonably Practicable
BRA	Baseline Risk Assessment
BOQ	Bill of Quantities
COIDA	Compensation for Occupational Injuries and Diseases Act.
CHSM	Construction Health and Safety Manager
CHSR	Client Health and Safety Representative
CR	Construction Regulations
CWP	Construction Work Permit
DMR	Driven Machinery Regulations
DEL	Department of Employment and Labour
FEMA	Federated Employers Mutual Association
FPP	Fall Protection Plan
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification and Risk Assessment
H&S	Health and Safety
JSA	Job Safety Analysis
MSDS	Material Safety Data Sheet
OH	Occupational Health
OHS	Occupational Health and Safety Act, Act 85 of 1993
PC	Principal Contractor

PPE	Personal Protective Equipment
Pr CHSA	Professionally Registered Health and Safety Agent
RAMS	Risk Assessment and Method Statement
RTA	Road Traffic Safety Act, Act 93 of 1996
SABS	South African Bureau of Standards
SACPCMP	South African Council for Project and Construction Management Professions.
SARTSM	South African Road Traffic Safety Manual, Chapter 2. Volume 13
SANS	South African National Standards
SSHSS	Site Specific Health and Safety Specification
SSHSP	Site Specific Health and Safety Plan
SWP	Safe Work Procedure

2. Definitions

“Occupational Health Practitioner” Doctor or Nurse registered and in Good Standing with the Health Professions Council of South Africa and has a tertiary qualification in Occupational Health Nursing.

“Medical Surveillance” Planned program of periodic examination/medicals of employees by an occupational health practitioner.

“Act” Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993.

“Agent (Pr. CHSA)” means a competent person who acts as a representative for a client in terms of Regulation (5)5 of the Construction Regulations of 2014.

“Audit” Means a systematic examination of documents, equipment, physical on-site conditions etc. to evaluate the levels of compliance with clients OHS requirements, applicable legislative requirements, and the achievement of a safe working environment for Employees, as well as not posing a risk to other persons and the environment.

“Baseline Risk Assessment” (BRA)” A wide encompassing risk assessment performed by the client of anticipated construction activities to execute the anticipated scope of work pertaining to the project.

"CR" refers to the Construction Regulations 2014.

"Client" in terms of this document means Department of Public Works, Kwazulu-Natal.

"CHSR" Means Client Health and Safety Representative, an in-house employee appointed by the Client to oversee the Health and Safety Management of a project.

"CHSM" means Construction Health and Safety Manager.

"Competent person" means a person who-

- a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act.

"Construction Health and Safety Officer" Means a person deemed competent by SACPCMP under the relevant category of registration appointed by the Principal Contractor to oversee the Safety, Health and Environmental Management on-site.

"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

"Construction Plant" Encompasses all types of plant including but not limiting to, cranes, piling equipment, boring machines, excavators, dewatering equipment, and road vehicles with or without lifting equipment.

"Construction Site" means a workplace where construction work is being performed.

"Construction Supervisor" means a competent person responsible for supervising construction activities on a construction site.

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

"Construction work" means any work in connection with –

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- a) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the

making of excavation, piling, or any similar civil engineering structure or type of work.

"Construction Work Permit" means a document issued in terms of Regulation 3 of the Construction Regulations of 2014;

"Contractor" means an employer who performs construction work.

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

"Designer" Means a competent person as defined by the Construction Regulations of 2014 appointed by the Client or the Principal Contractor as Agent to design and/or supervise and/or monitor construction work on their behalf.

"Fall Protection Plan" (FPP) means a documented plan, which includes:

- a) Identification of hazards and risks pertaining to the risk of falling taking the nature of the work and its environment in consideration;
- b) The procedures and methods to be applied to eliminate the risk or to reduce it to a level which is as low as reasonably practicable; and
- c) A rescue plan and procedures.

"Fall Prevention Equipment" Means equipment used to prevent persons, tools, equipment, machinery materials etc from falling from a "fall risk" position, including personal protective equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, signage anchorages or similar equipment.

"Fall Risk" means any potential exposure to falling either from, off, over or into.

"Hazard" Means a source, situation, feature, activity, or anything else which has got the potential to cause harm, injury, death, environmental damage, business interruption etc.

"Hazard Identification and Risk Assessment (HIRA)" Means a document, which identifies hazards, assesses the risks and identifies the control measures, which are to be used to mitigate or reduce to a level which is as low as reasonably practicable the occurrence of hazards and risks during construction, use, operation and eventual demolition phases of a project.

"Hazardous Chemical Substance (HCS)" Means any toxic, harmful, corrosive, irritant or asphyxiating substance, or a mixture of substances, for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health and the environment.

Induction Training: Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

"Issue based Risk Assessment" Means a Risk Assessment based upon a specific issue/activity/item which could be instituted in response to the high priority risks identified in the Baseline Risk Assessment, Programme Risk Assessment or even after a near miss or actual loss event.

"Job Safety Analysis (JSA)" Means an analysis of a specific job or task according to a pre-determined procedure which helps to integrate accepted SHE principles and practises into a particular task or activity. Each step of the JSA is to identify potential hazards and to recommend the safest way to do the job.

"Medical Certificate of Fitness" means a certificate contemplated in regulation 7(8) of Construction Regulations of 2014.

"Method Statement (MS)" also known as a Safe Work Method Statement (SWMS), or Safe Work Procedure (SWP) is a document developed because of the outcome of a risk assessment by the contractor, which contains details of how each task should be performed safely.

"Principal Contractor (PC)" means an employer appointed by the client to perform construction work, but may also include the responsibility of designing or overseeing the design process.

"RAMS" Means Risk Assessments and Method Statement.

"Risk" Means the probability or likelihood that the possible harm, injury, death etc potential of a hazard could be realized with a consequence attached.

"SHE" Means Safety, Health and Environmental.

"Site": Means the area handed over to the Principal Contractor for the purposes of construction work. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Designer and/or the Client.

"Site Specific Health and Safety File (SSHSF)" Means a file specifically pertaining to a site containing all health and safety documentation relating to the project as per the requirements of the Construction Regulations of 2014 and/or the SSHSS.

"Site Specific Health and Safety Plan (SSHSP)" means a detailed site, activity, or project specific documented plan in accordance with the client's OHSE specification indicating how health and safety will be managed during the project.

"Site Specific Health and Safety Specification (SSHSS)" means a site, project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

3. KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)

Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)

South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999 Road Traffic Safety Act No. 93 of 1996 (as amended)

SANS Code 10400.

SANS 10085

4. INTRODUCTION AND PURPOSE

The *KwaZulu Natal Department of Public Works* is deemed as the "Client" in terms of the definitions of the Construction Regulations of 2014 as published in *Government Gazette No. 37305*. The Construction Regulations of 2014 in terms of *CR(5)(1)* stipulates that the Client must prepare a suitable, sufficiently documented and coherent SSHSS, for the intended construction work based on the Baseline Risk Assessment, (BRA) which in turn is based on the Scope of Work and several other related factors such as hazards and risks identified by the designer. It must be noted that for ease of reading the term "He/His" will be descriptive of both male and female gender throughout this document

Purpose

The purpose of this SSHSS identifies the health and safety requirements the contractor needs to comply with. It will be periodically reviewed and updated (if necessary) to address and / or include:

- Changes in legislation;
- Client requirements;
- Leading practices;
- Lessons learnt from incidents; and
- Unforeseen issues.

This SSHSS also forms an integral part of the contract between the Client and the PC. It identifies and encompasses the working environment, practises and behaviours expected of all parties who have roles to play in the successful completion of this project. The SSHSS provides guidelines to comply with the Occupational Health and Safety Act, Act 85 of 1993 (OHS Act) as amended, The Construction Regulations of 2014, other applicable legislative requirements, and applicable best practises. It aims to firstly ensure compliance with applicable legislative requirements as indicated above and secondly to form the basis for the PC to develop his/her SSHSP.

As with any other plan for it to be implemented and managed effectively it requires the allocation of sufficient funds and resources, human and others, to achieve the objectives set out in the plan. In line

with this requirement, Construction Regulation 5(1) (g) also requires the Client to ensure that the Principal Contractor has made adequate provisions for the cost of Health and Safety Measures in their tenders. The PC will be required to submit a Bills of Quantities (BOQ) with his SSHSP, which can be found under the Annexures section of this document which will be evaluated at the time of the evaluation of the SSHSP to satisfy the requirements of CR 5(1)(g).

This specification covers the requirements for eliminating and/or mitigating health and safety risks, injuries, accidents, and incidents on site to a level which is as low as reasonably practicable (ALARP). It addresses legal compliance, hazard identification, risk management and the promotion of a positive health and safety culture within the project. This specification also makes provision for the protection of persons other than those employed by the PC as stipulated by Sec 9 of the OHS Act, Act 85 of 1993.

It will also be noted that this document specifies certain recommendations, which should be followed so that the health and safety of all persons who may be potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Time, Cost and Quality.

It must be noted that this SSHSS as much as it is detailed it is not exhaustive and the onus is on the PC to ensure that he complies with Section 8 of the OHS Act, Act 85 of 1993 which reads as follows:

Sec 8(2)(d) "Establishing as far as reasonably practicable what hazards to the Health and Safety of persons are attached to any work which is performed, and he shall as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work in order to protect the health and safety of persons, he shall provide the necessary means to apply such precautionary measures..", this means that Principal Contractors as an employer in his/her own right must at all times ensure continuous Hazard Identification and Risk Analysis (HIRA) and the implementation of appropriate risk reduction and/or elimination measures so as to strive towards the implementation and continued provision and maintenance of a healthy and safe working environment. The SSHSS is a performance specification aimed at ensuring that the Client and any persons it enters into an agreement with achieves an acceptable level of SHE performance.

This OHSE Specification further seeks to achieve the following.

- a) To provide Principal Contractors with the Structure of the Detailed OHSE Plans they will have to prepare and submit for this project. **See Annexure A**
- b) Provide the overarching framework within which the Principal Contractor is required to demonstrate compliance with certain requirements for occupational health and safety established by the Occupational Health and Safety Act, Act 85 of 1993, all applicable regulations and Client Specific Requirements. **See Annexure B**
- c) To bring to the attention of the Bidding Principal Contractors that they need to make an undertaking that the costs for executing the project includes the costs of complying with the OHS Act, Act 85 of

1993, all applicable regulations including Client Specific requirements. Such undertaking is made by appending signatures on the OHS Declaration for Tenders. **See Annexure C**

- d) Ensure that the Principal Agent as the Professional Service Provider appointed by the Department to manage the project on its behalf in terms of the Conditions of Contract applicable to this project ensures that the contents of this document and the attached Baseline Risk Assessment are taken into consideration during design by all professionals appointed and that the OHSE Specification is incorporated into the tender documents. **See Annexure D**

5. SCOPE OF APPLICATION

This SHE Specification is exclusively applicable to the following project:

SOKHULU CLINIC: WIMS No 063049

5.1 SITE LOCATION

- | | | |
|----------------------------------|---|--------------------------------------|
| • Province | - | KwaZulu Natal |
| • District Municipality | - | King Cetshwayo District Municipality |
| • Local Municipality | - | uMhlathuze |
| • Ward | - | 05 |
| • Latitude | - | 28° 45' 11, 6" S |
| • Longitude | - | 31° 53' 36. 6" E |
| • Street address (or directions) | - | Mbonambi |

5.2. DRAFT SUMMARY SCOPE OF WORK

1. Manual Offloading of materials.
2. Placement of containers.
5. Bricklaying and plastering
6. Erecting and assembling Elevated steel structures
7. Placement of Water tanks
8. Fitting gutters and downpipes.

5.3 THE PROJECT TEAM

The Project Team is as follows:

Initials and Surname	Organisation	Discipline	Telephone	E-mail
Ms Pamela Tshuta	D.O.PW	Project Leader	035 874 3280	Pamela.Tshuta@kznworks.gov.za
Mr SF Ntuli	D.O.P. W	CHSR	035 874 3223	Smanga.Ntuli@kznworks.gov.za

6. REQUIREMENTS PERTAINING TO SITE SPECIFIC HEALTH AND SAFETY PLAN SUBMISSION

The PC shall prepare a documented SSHSP as per CR 7(1) (a) based on the information / requirements contained in this specification, applicable legislative requirements and demonstrate how he is going to implement health and safety requirements during the construction process. It must cover all activities that will be carried out on the project site, from mobilisation and set-up through to Close-out. The SSHSP must include all documentation required in terms of The Act, Regulations, and this specification for the purpose of evaluation and approval.

The PC must refer to Annexure C of the SSHSS to familiarise himself with the requirements pertaining to the contents of his SSHSP to be submitted to the CHSR for approval. Failure to comply with the requirements of Annexure C may result in unnecessary delays in the SSHSP approval process. The PC must keep the original SSHSP and submit a copy for evaluation and approval purposes, which will be kept by the CHSR for filing and referencing purposes.

Upon approval of the PC's SSHSP, the CHSR will issue the final letter of SSHSP approval as required by CR 7(1)(a) and confirm his appointment as required by CR 5 1(k). The PC must file the letter on his SSHSF. It must be noted that Construction work may not commence until an official letter issued by the CHSR has been issued. The PC shall be responsible for ensuring that adequate information is submitted as supporting documentation with his completed documentation.

The approved SSHSP included in the SSHSF as well as this SSHSS must always be kept on site and include all documentation required in terms of The Act and this specification. It must be kept in mind that All Subcontractors must open their own SSHSP's and files. These health and safety files shall be approved in writing by the PC's CHSO, as required by CR 7. 1 (c)(x), a copy of which must be filed on the Subcontractors as well as the PC's Health and Safety File. The Sub-Contractor must also be appointed in terms of CR 7. (c)(v). The Subcontractor's Health and Safety Files will also be subjected to evaluation by the CHSR when conducting an Audit in addition to the evaluation by the CHSO.

It is of the utmost importance that the PC takes note of the following when submitting his SSHSP for approval **in addition the requirements of Annexure A:**

- Completion and submission of Annexure C “Health and Safety Declaration” to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations.
- A valid Letter of Good Standing.
- Two detailed Risk Assessments and Method Statements (RAMS) of two priority hazards as identified by the Risk Profile of anticipated construction activities for review by the CHSR, with evidence of the CHSO input to enable the CHSR to evaluate the Risk Assessors competency in terms of being able to conduct sufficient Risks Assessments and subsequent Method Statements.
- Valid Proof of Competencies, including CV’s of Key Appointments.

7.1.

ANNEXURE A:
OHSE PLAN STRUCTURE
SSHSP submitted for approval and SSHSF layout requirement.

<u>Number</u>	<u>Item</u>	<u>To be submitted with SSHSP for approval</u>	<u>Comments</u>
1.	INDEX	Yes	None
2.	SSHSP Approval Letter and Appointment letter.	No	To be filled in SSHSF after issuing by CHSR
3.	Letter of Good Standing	Yes	To be kept up to date and filled in SSHSF
4.	Notification of Construction Work	Yes	To be submitted to DEL for recording, stamped copy forwarded to Client before SHE Plan Approval Letter will be issued. No work will be able to commence until letter has been issued including Site Establishment. work. To be filled in the SSHSF
5.	Signed and dated SHE Management Plan	Yes	To be filled in SSHSF
6.	Organogram	Yes	To be placed on the SSHSF, kept updated
7.	Signed and dated Health and Safety Policies	Yes	To include communication Register and filled in SSHSF
8.	Site Layout Plan	Yes	To be kept updated and filled in SSHSF
9.	Signed and dated Emergency Plan	Yes	To be kept updated and filled in SSHSF
10.	Signed and dated Environmental Management Plan	Yes	To be kept updated and filled in SSHSF
11.	Signed and dated Personal Hygiene and Infectious Disease Management Plan.	Yes	To be kept updated and filled in SSHSF.
12.	Signed and dated Fall Prevention Plan	Yes	To be reviewed prior to work being conducted, and filled in SSHSF with communication record.

13.	Demolition Plan	Yes	To be submitted to CHSR and Structural Engineer for approval before work commences and filled in SSHSF with communication record.
14.	Two signed and dated risk assessments of priority risks as per the risk profile.	Yes	To be submitted with SSHSP for evaluation. To be filed in SSHSF and reviewed prior to work being conducted.
15.	Two signed and dated Method Statements/ Safe Work Method Statements for the two priority risk assessments as per item 11.	Yes	To be submitted with SSHSP for evaluation. To be filed in SSHSF and reviewed prior to work being conducted.
16.	Risk assessments and Method Statements.	Yes	To be kept on SSHSF with communication records
17.	Daily Safe Task Instruction (DSTI)	No	To be signed off at the start and end of shift with communication record, to be kept in SSHSF.
18.	Induction Course	Yes	To be reviewed, kept updated and include communication record register. Filled in SSHSF.
19.	Toolbox talks	Yes	To include communication register and filled in SSHSF.
20.	PPE Issue Record	Yes	To include training in correct use etc and filled in SSHSF.
21.	Sub – Contractor Monthly Audit records	No	To be discussed at SHE Committee meeting, closed out and kept on SSHSF.
22.	External Audit Reports	No	To be discussed at SHE Com Meetings, Internal Meetings etc and filed in SSHSF.
23.	Self-Audit Format	Yes	To be completed on a monthly basis, forwarded to team members at least 7 days before progress meeting, to report on close out at the meeting. Filed on the SSHSF.
24.	Sub- Contractor Appointments and scope and list	No	To be kept on SSHSF

25.	Section 37(2) Agreements	Yes	To be kept on SSHSF.
26.	Copy of Construction Regulations	Yes	To be kept on SSHSF.
27.	Construction Manager (CR 8(1))	Yes	Including CV / Proof of Competency. To be kept in the SSHSF.
28.	Assistant Construction Manager (CR 8(2))	Yes, if applicable	Including CV / Proof of Competency. To be kept in the SSHSF.
29.	SHE Officer (CR 8(5))	Yes	Including CV / Proof of Competency and SACPCMP Registration. To be kept in SSHSF.
30.	Construction Supervisor (CR 8(7))	Yes	Including CV / Proof of Competency. To be kept in SSHSF.
31.	Risk Assessor (CR 9 (1))	Yes	Including CV / Proof of Competency. To be kept in SSHSF.
32.	Fall Prevention Planner (10 (1)(a))	Yes	Including CV / Proof of Competency. To be kept in SSHSF.
33.	Temporary Works Designer (CR 12(1))	No	Including CV / Proof of Competency. To be kept in SSHSF.
34.	Temporary Works Supervisor (CR 12(2))	No	Including CV / Proof of Competency. To be kept in SSHSF
35.	Excavation Supervisor (CR 13(1)(a))	Yes	Including CV / Proof of Competency. To be kept in SSHSF
36.	Demolition work Supervisor (14(1))	Yes	Including CV / Proof of Competency. To be submitted with Demolition Plan. To be kept in SSHSF
37.	Scaffold Supervisor (CR 16(1))	Yes	Proof of Competency. To be kept in SSHSF
38.	Scaffold Erector (CR 16 (2))	Yes	Proof of Competency. To be kept in SSHSF
39.	Scaffold Inspector (CR 16(2))	Yes	Proof of Competency. To be kept in SSHSF

40.	Suspended Platform Supervisor (CR 17(1))	No	Proof of Competency. To be kept in SSHSF
41.	Material Hoist Inspector (CR 19(8)(a))	No	Proof of Competency. To be kept in SSHSF
42.	Bulk Mixing Plant Supervisor (CR 20(1))	No	Proof of Competency. To be kept in SSHSF
43.	Construction vehicle and Mobile Plant Operator (CR 23(1)(d))	Yes	Proof of Competency, medical fitness etc. To be kept in SSHSF
44.	Crane Supervisor (CR 22(a))	Yes, if applicable	Proof of Competency, medical fitness. To be kept in SSHSF
45.	Temporary Electrical Installation Inspector (CR 24(d))	Yes	Proof of Competency. To be kept in SSHSF
46.	Stacking and storage Inspector (CR 28 (a))	Yes	Appointment, to be kept in SSHSF
47.	Fire Equipment Inspector (CR 29(h))	No	Including basic Fire Fighting Training proof of competency
48.	Fire Team Member (CR 29 (i))	No	Including basic Fire Fighting Training proof of competency
49.	Portable Electrical Equipment Inspector (EMR 9)	No	Appointment to be kept in the SSHSF
50.	Accident Incident Investigator (GAR 9(2))	Yes	Including CV / Proof of Competency. To be kept in SSHSF
51.	First Aider GSR (3(4))	Yes	Including at least Level 2 First Aid Competency. To be kept in the SSHSF
52.	Welding/Flame cutting equipment Inspector (GSR 9)	No	Appointment to be kept in the SSHSF
53.	Ladder Inspector (GSR 13 (a))	No	Appointment to be kept in the SSHSF.
54.	Hazardous Chemical Substances Supervisor (HCSR 3(3))	No	Appointment to be kept in the SSHSF.
55.	Hand Tool Inspector (Sec 8(2)(a))	No	Appointment to be kept in the SSHSF.
56.	SHE Representative (Sec 17)	No	Including proof of Competency. To be filled in SSHSF

57.	Sub-Contractor (CR 7(1)(c))	No	As per applicable legislative requirements
58.	Electrical Contractor (EIR 6)	No	Including proof of Professional Registration
Registers as required by scope of work, equipment, facilities etc.			

7.2.**ANNEXURE B****OHSE CLIENT SPECIFIC REQUIREMENTS****SITE SPECIFIC OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT (IN ALPHABETICAL ORDER)**

7.2.1	Accident, Incident Investigation.
7.2.2	Alcohol and Drugs.
7.2.3	Appointments.
7.2.4	Consultation, Communication and Liaison
7.2.5	Close-out requirements.
7.2.6	COIDA.
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7.2.16	Emergency Drills and Evacuation Procedures.
7.2.17	Environmental Management Plan.
7.2.18	Edge Protection.
7.2.19	Excavations.
7.2.20	Extreme Weather Conditions.
7.2.21	Fall Prevention Plan and Planning.

7.2.22	First Aid Boxes and Equipment.
7.2.23	Fire Extinguishers, Precautions and Fighting.
7.2.24	Fuel and Flammable Liquids.
7.2.25	General Record Keeping.
7.2.26	Hand Tools.
7.2.27	Hazardous Chemical Substances
7.2.28	Hazard Identification and Risk Analysis (HIRA).
7.2.29	Hazards and Potentially Hazardous Situations.
7.2.30	Health and Safety Audits, Monitoring, Reporting and Statistics.
7.2.31	Health and Safety Disciplinary Procedure.
7.2.32	Health and Safety Management Notice Board.
7.2.33	Health and Safety Organogram.
7.2.34	Health and Safety Plan Submission.
7.2.35	Health and Safety Policy.
7.2.36	Health and Safety Training.
7.2.37	Heat Stress and Sun Protection.
7.2.38	High Voltage Equipment and Installations.
7.2.39	Housekeeping.
7.2.40	Incident and Injury Management.
7.2.41	Induction Training
7.2.42	Ladders, Portable.
7.2.43	Lighting.
7.2.44	Lifting Machines and Tackle.
7.2.45	Manual Handling of Materials.

7.2.46	Maintenance.
7.2.47	Medical Fitness / Fitness to work
7.2.48	Method Statements, Safety (SMS)(SWP'S)
7.2.49	Noise.
7.2.50	Notices.
7.2.51	Notification of Construction Work
7.2.52	Occupational Hygiene (Personal Hygiene and Infectious Diseases).
7.2.53	Permits to Work
7.2.54	Personal Protective Equipment. (PPE)
7.2.55	Plant and Machinery.
7.2.56	Planned Task Observations
7.2.57	Pneumatically Powered Tools and Equipment.
7.2.58	Portable Electrical Tools.
7.2.59	Public Safety and Security.
7.2.60	Risk Assessment of Plant and Equipment.
7.2.61	Roof Work.
7.2.62	Safety Meetings: Pre- Start, Review etc.
7.2.63	Safety, Health and Environmental Representatives and Committee's.
7.1.64	Safety Officer (CHSO), Roles and Responsibilities.
7.2.65	Signage.
7.2.66	Site Clearance.
7.2.67	Site Establishment
7.2.68	Site Layout Plan.
7.2.69	Site Specific Safety Rules.

7.2.70	Smoking on Site.
7.2.71	Speed restrictions and Protections.
7.2.72	Stacking and Storage of materials.
7.2.73	Structures and Temporary Works.
7.2.74	Sub-Contractors.
7.2.75	Transportation of Workers.
7.2.76	Trespassing.
7.2.77	Toolbox Talks
7.2.78	Vehicles and Traffic Management.
7.2.79	Ventilation.
7.2.80	Vibration.
7.2.81	Visitors to Site.
7.2.82	Waste Management.
7.2.83	Water Management.
7.2.84	Welding, Grinding, Cutting etc.
7.2.85	Welfare Facilities.
7.2.86	Working at Heights.

LISTED BELOW PLEASE FIND SITE SPECIFIC OCCUPATIONAL HEALTH AND SAFETY STIPULATIONS IN ALPHABETICAL ORDER. IT MUST BE NOTED THAT SOME ITEMS MAY BE OF MORE DETAIL THAN OTHERS, THE REASON BEING THAT DUE TO THE LEVEL OF RISK ASSOCIATED WITH THESE ITEMS THAT MORE DETAILED INFORMATION IS NEEDED TO BE BROUGHT TO THE PC'S ATTENTION, BUT THIS MUST NOT BE SEEN AS AN INDICATOR THAT OTHER ITEMS ARE OF LESS IMPORTANCE.

7.2.1	Accident, Incident Investigations
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All Injuries sustained on the site are to be categorized into the following categories:

- first aid.
- medical attendance (Doctor).
- disabling; and
- fatal injuries

The PC must manage Accident/ Incidents. A procedure for the management of all health and safety accidents/Incidents must be drawn up and implemented. This procedure must define the responsibilities, methodologies and processes that must be followed for:

- Reporting an incident/accident.
- Investigating an incident/accident.
- Analysing an incident/accident to determine the root cause.
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and / or groups.

A documented, detailed investigation report must be submitted with 7 days to the Project Team which and as a minimum include the following:

- The date, time, and location of the accident.
- Witness statements, including residential and contact details.
- A detailed description of the accident, including photographs.
- The Initials, Surnames, residential and contact details of any injured person/s.
- Injury details (if applicable).
- A summary of the first aid and / or medical treatment provided (if applicable).
- The status of any injured persons (if applicable).
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.

A Near Hit/Mis is an incident which may have the potential to cause harm, injury or damage and need therefore to be reported and investigated to prevent the potential negative effect it may have been realised.

The contractor/ Supervisor/Employee must report each incident that occurs (including Near Hits/Mis) to the CHSO without delay. Preliminary details must be recorded on the same workday or shift on which an incident occurs. In the event of a significant incident, with the potential to cause serious injury, harm or damage taking place, work must cease and may only resume once the necessary actions, including the re-evaluation of any relevant risk assessments have been taken to reduce the risk of recurrence. Work

may only be permitted to recommence once formal authorisation has been granted by the CHSO after consultation with the CR 8(1).

In the event of a person requiring First aid such cases must also be recorded in the First Aid Dressing Register. All accidents /Incident investigation reports and related documentation must be recorded on the safety file. All disabling and fatal accidents must immediately be reported to the CHSR telephonically after they occur followed by and e-mail notifying the CHSR of accident.

All incidents as described in Section 24 of the OHS Act must be reported in the prescribed period and manner to the Department of Employment and Labour. Copies of Section 24 reports, including WCL 2 forms must be forwarded to the CHSR.

The PC must on a monthly basis include in his Self-Audit Report all injuries sustained on site with the required remedial measures taken. Accident/ Incidents and the identified Root Causes with the recommended corrective measures must be included on the agenda of Safety Committee Meetings for discussion and reported back on at the next progress meeting.

7.2.2	Alcohol and Drugs
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A fit-for-work policy must be in place, incorporating zero tolerance for any drugs (including prescribed medication with an intoxicating effect) or alcohol in the system of a driver or operator. Drug and alcohol testing must be part of all medical fitness assessments for the issue of medical fitness certificates.

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on the construction site who is on prescription medication must inform the CHSO officer or the safety representative accordingly. A register must be kept of all persons on prescription medication with the contact details of the medical practitioner prescribing such medication.

Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to the CHSO or Safety Representative.

Any person on the construction site who is suspected of being under the influence of alcohol or other intoxicating drugs must be removed from site. He must be instructed at the time of being removed from site to report the next day for a preliminary inquiry. A full disciplinary process must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the PC for his records.

7.2.3	Appointments
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The PC shall make appointments as per the Act and its Regulations; structured and guided by the scope of works and its associated risks. The PC must refer to Annexure C for a list of appointments which may be applicable to his Safety Management Structure.

All health and safety appointments must be done in writing and kept on the SSHSF. Where appointments have lapsed or new appointments have been made, such previous appointments and the new appointments must be kept in the SSHSF. Expired appointment may not be discarded or destroyed.

All SHE Appointments must be reflected on the Site SHE Organogram, which must be kept up to date, filed in the SSHSF and displayed in the Site Office.

It is acknowledged that the PC may need to allocate more than one appointment to certain staff members. This practice may only take place if health and safety standards would not be negatively affected, with the CHSR reserving the right to specify otherwise if deemed that it may affect health and safety standards.

7.2.4	Consultation, Communication and Liaison
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The PC must establish and maintain effective communication and consultative processes, allowing for a two-way dialogue for the duration of the project to ensure that:

- All personnel are kept up to date regarding health and safety matters e.g., Hazards and risks, incidents and lessons learnt, leading practices, performance against objectives, etc.
- General health and safety awareness levels are kept high.
- Prompt feedback is given to personnel about health and safety issues or concerns that they raise; and
- Relevant, and often critical, health and safety related information e.g., design changes, instructions, reporting of hazardous conditions or situations, etc. is effectively disseminated.

This can be achieved by means of Toolbox Talks, Project Safety Meetings, Health, and Safety Awareness Programs etc.

7.2.5	Close-out
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In terms of CR7(1)(e) and CR7(2)(b) the PC must hand over a consolidated SHE File to the Client when Construction work ceases, and the PC hands the site back to the Client. The Sub-Contractors appointed by the PC are required to do the same for the PC when exiting the site after completion of their work. The onus is on the PC to allow adequate time to ensure the correctness and approval by the CHSR of the files prior to exiting the Site.

The following list is an example of what should be included in the Close –out files but is not exhaustive. The CHSR may require further information at the time of completion of the project and the PC will have to ensure that all instructions are met. All records from the start of the project must be included. Daily or monthly inspection records are not required unless they are related to an accident. All records must be in electronic format and submitted to the CHSR for approval in adequately formatted lists and folders. The Layout should be logical and in the same order as in the site files. Upon final approval of the files by the CHSR, two hard copies of the electronic files must be handed over to the CHSR unless otherwise indicated by the CHSR.

Health and Safety close out file requirements.

PC File to include the following:

- Copy of Notification of Construction Work/Construction Permit, stamped by DOL.
- Client SHE Specification.
- Principal Contractor's SHE Plan.
- Client Letter of SHE Plan Approval.
- Organograms (Original and amended.)
- List of SHE Legal Appointments (Originals and amended).
- List of all employees employed on a permanent or contractual basis over the duration of the contract, PPE receipt records.
- Medical Fitness Certificates for all employees.
- Letters of Good Standing for the Project.
- Incident/ Accident Records.
- NCR's.
- CHSR Health and Safety Audits.
- Risk Assessments.
- Method Statements.
- Safe Work Procedures etc.
- List of all Subcontractors.

Sub-Contractor Files to include the following:

- SHE Plan.
- SHE Plan Approval letter issued by the PC.
- Organogram/s (Original and amended).
- List of SHE Appointments (Original and Amended).

- All employees employed on a permanent or contractual basis over the duration of the contract receipt records.
- Medical Certificates of Fitness for all employees.
- PC and own audits.
- Mandatory Agreements (if applicable).
- Risk Assessments.
- Method Statements.
- Safe Work Procedures
- Letters of Good Standing.
- Incident Records.
- Non-Conformance records.

PC to include in its SHE File the following documentation if not being attended to by other discipline of PSP Team:

- All drawings for temporary structures (suspended beams etc.).
- All operating manuals for any systems that require on-going maintenance, and
- Copies of test results, policies, and procedures for environmental monitoring (silica, noise, dusts etc.).

Defect and Liability Period

The H&S files must be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Subcontractors. Any work required during the defect and liability period will require an assessment of the H&S file by the PC's CHSO prior to any work commencing.

7.2.6	COIDA
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The PC must ensure that all employees are fully covered in terms of the COID Act, either through the Workmen's Compensation Commissioner or another registered approved institution and that such cover will remain valid for the duration of the project. Failure to keep his/her cover valid will result in instructions to cease construction work being issued.

The PC must ensure that all Sub-Contractors appointed by him are fully covered in terms of the COID Act, or another institution as indicated above, and that such cover must remain valid for the duration of their contractual relationship with the PC.

The PC must have Public Liability Cover, which must adequately make provisions for any losses because of his and/or his employee's acts and/or omissions, which must remain valid for the duration of the project.

7.2.7**Competence and Training**

The CEO (OHSA S16.1) of the PC will be overall responsible for the appointment of competent Construction Managers and site staff for the duration of the project unless it has been delegated to the Section 16.2 Appointee. All legal appointments are to be made with relevance to the type of work to be performed and kept current with the project programme. The PC, all contract employees, and their supervision must be in possession of the required qualifications or licences where the activities they must perform require such qualifications or licences.

The following Health and Safety competencies are applicable to certain appointments:

Sec 16.2 and CR 8.1: Supervisors Safety Course (IRCON) or equivalent and Legal Liability Course.

Safety Officer: SAMTRAC/ Lex Nexis 3 week SHE Management Course / Nebosh, or equivalent.

SACPCMP CHSO Registration and Relevant Experience.

Safety Representatives: SAQA Accredited SHE Representative Training Course.

Risk Assessor: SAMTRAC / Lex Nexis 3 week SHE Management Course / Nebosh or SAQA accredited Risk Assessors Course

First Aider: SAQA accredited Level 2 First Aid Course.

Where operations are being performed such as Crane Operations, Riggers, Scaffold Erectors, and Inspectors all such operators must be in possession of proof of qualifications, which is in compliance with Legislation, National qualifications Framework, Act 2000: Act No 67 of 2000, or similar industry standard where legislation does not prescribe such training. It must be noted that course providers used for training purposes must be accredited course providers.

Training must be given to each employee, including sub-contractor employees, to equip them with the knowledge and skills, understanding of the hazards and the risks as well as mitigating measures to enable such employee as far as is reasonably practicable to perform his duties in a safe manner.

Specific competency profiles and selection criteria (fitness for work) must be developed for all roles where significant health or safety risk exists.

A formal training needs analysis must be carried out based on the competency profiles and a training matrix must be developed for the project. Competency-based training must be provided and include operational controls (procedures and work instructions), management of change, and emergency response. All employees must hold and maintain the required competencies (including appropriate qualifications, certificates, and licences) and are under competent supervision.

A site-specific induction and orientation programme that highlights health and safety requirements, procedures, and significant hazards, risks and associated control measures must be in place for all new employees and visitors. Personnel must be trained on new or amended standards, rules, SWMS/SWP's ,

Risk Assessments etc. Refresher training must be conducted where required e.g., where employees are found disregarding rules etc. Records must be kept of training, qualifications, experience etc. Whenever training is given follow ups must be conducted to evaluate the efficiency of the training.

7.2.8	Confined space work
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The PC must comply with the OHS Act, General Safety Regulation 5

Detailed RAMS must be conducted, SWMS /SWP's must be developed and communicated in writing to persons designated to perform work in confined spaces. Confined space entry work requires the issue of a Confined Space Entry Permit which has been issued by an authorized competent person.

Responsibility for safe work procedures from entering, whilst working in the confined space, and including exiting the confined space is the responsibility of the Contractor. The Contractor must ensure that all measures have been implemented to address hazards and their associated risks to a level which is ALARP.

The Contractor is responsible for the provision and correct use of all of all required tools and equipment required to conduct the work in the confined spaces, e.g. Tripods, Testing Equipment, Signage, Communication Equipment etc.

7.2.9	Construction Supervision
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As indicated in the previous paragraphs the CEO (OHS Act S16.1) of the PC will be overall responsible for the appointment of competent Construction Managers and site staff for the duration of the project. These appointments will be tasked with different supervisory responsibilities to ensure the provision of a safe working environment. The PC is again reminded to refer to Annexure C to determine what Supervisory Appointments need to be made taking into consideration the scope of work, Legislative requirements etc. Note must also be taken of at which stage certain appointments need to be made. The construction team is to ensure the appointed CHSO is kept up to date with all planned activities, to ensure all H&S requirements are met.

7.2.10	Cranes, Cradles and Man Cages
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The PC must implement and ensure compliance with OH&S Act - Driven Machinery Regulation 2015, Section 18(8), General Safety Regulation 13C, and Lift Escalator and Passenger Conveyer Regulations. Special cognisance must be taken of the requirement that no user of machinery may require or permit any person to be moved or supported by means of a lifting machine fitted with a cradle (man-cage) unless approved for that purpose by an Inspector from the local Department of Employment and Labour.

In the event where the use of such equipment is required for the purpose of reaching otherwise inaccessible places, the PC must advise the CHSO of the equipment required and produce a certificate of approval from the Chief Inspector from the DEL.

The PC must ensure that every Man Cage or similar device is securely suspended and is constructed in such a manner to prevent any occupant from falling from such equipment. Each employee within the cradle must wear an approved safety harnesses and attached by a lifeline/sling to an anchorage point, which does not form part of the cradle. No employee may be permitted to climb onto rails or any other part to extend their reach. The Man Cage must be correctly positioned to ensure workers are able to achieve the required reach to perform their intended activities. Appropriate means of communication such as two-way radios must be provided to ensure communication with workers inside the cradle.

The PC must ensure that all equipment is inspected before use, that the permissible workload is displayed, that load test certificates are available, equipment is operated by trained competent operators etc.

7.2.11	Defects reporting and correction
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The purpose of any inspection is to determine deviations in need of remedial action. Where defects are identified during any routine inspection, pre-start check or during operation or use of any tools, equipment, motor vehicle, tools, or equipment, etc. it needs to be reported immediately.

Steps need to be taken to remedy such defects reported for the purpose of repairing such tools, equipment, etc. Where such remedial action cannot be actioned, immediate measures such as the fitting of Tags, taking out of service etc. needs to be applied to limit further use until repairs/replacements have been completed and re-inspection carried out. Such defect reports must be done in writing.

7.2.12	Demolition
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The PC needs to ensure compliance with OHS Act, Sec 8 and CR 14.

A detailed Structural Engineering Survey needs to be carried out before demolition work takes place and a Demolition Method Statement must be developed based on the structural engineering survey and include:

- Scope of Work.
- Termination of services requirements.
- Construction vehicles and plant and equipment to be used.

- Personnel Involved.
- Procedural steps to be followed.
- PPE Requirements.
- Signage requirements.
- SHE measures to be applied.
- Waste Management and housekeeping measures to be applied.
- Emergency Procedures applicable.
- Training to be rendered.

The Proposed Demolition Plan must be signed off by the Structural Engineer and the CHSR **PRIOR** to Demolition Work being conducted.

7.2.13	Delivery and Placing of Containers. Park homes etc.
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The PC must ensure compliance with OHS Act, Sec 8 and Cr 22. The items must be placed according to the predetermined positions indicated on the Site layout Diagram. Soil conditions, overhead hazards etc need to be taken into consideration when doing Risk Assessments and developing the required method statements. Only trained competent workers and supervisors may be used to execute and supervise the work operations.

7.2.14	DSTI's
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The Daily Safe Task Instruction, DSTI, forms a critical part of the Risk Management process No work may be conducted on site without a valid DSTI signed off by the relevant signatories. Supervisors must have the competency to be able to complete DSTI's correctly and the work area must be inspected at the end of the shift.

A DSTI is a pre-start discussion amongst the members of a work team, led by the appointed supervisor, aimed at anticipating hazards and potential risks associated with the activities planned for the day or shift, and ensuring that the necessary control measures are in place to prevent incidents.

At the start of each day or shift, prior to the start of any work, each appointed supervisor must inspect the work area which he is responsible for and ensure that it is safe. He must then conduct a DSTI with his work team specifically concerning the tasks that they will be performing during the day or shift. The relevant SWMS/SWP for the activity must be used as the basis for the discussion. The correct work method must be reiterated, and the identified hazards, risks and control measures must be discussed with the team allowing team members to contribute to the discussion.

Any team member arriving late must first be taken through the information that was discussed prior to his arrival before being permitted to start working. If the work method changes or scope changes after activities have already begun, the DSTI must be revisited and updated with the team, and the changes must be signed off by the relevant CHSO.

Every member of the work team must sign the DSTI attendance register. The attendance records must be kept and maintained in the contractor's SSHSF.

7.2.15	Electrical connections
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The PC must implement and comply with OH&S Act, Electrical Installation Regulations and Construction Reg 24. All electrical installations must be carried out by an appointed and qualified certified Electrical Installation Electrician. A Certificate of Compliance (COC) must be issued and kept on the SSHSF. Temporary Electrical Installations must be inspected on a weekly basis and recorded in an appropriate register, which must be kept in the SSHSF.

7.2.16	Emergency drills and evacuations and Procedures
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The PC must develop, implement, test, and maintain an Emergency Response Plan, incorporating emergency evacuation procedures that focuses specifically on the contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency including first aid response, a fire, an explosion, a hazardous substance spill, rescue from height, rescue from a confined space, etc.

Consideration must be given to the procedures of other occupants on the premises and their emergency procedures to ensure that in the event of an emergency that the PC's Emergency procedure does not hinder or clash with their procedures. Details of any arrangements with external emergency response service providers must be included.

The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained, and tested to always ensure availability.

An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.

At project work site:

- A suitable evacuation alarm (siren) must be provided. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.
- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders with kits must be in place.
- Emergency assembly points positioned in safe locations away from containers, plant and equipment must be designated and conspicuously signposted. In the event of an evacuation, all persons, personnel, and visitors, must assemble and be accounted for at these emergency assembly points.
- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures as part of their induction training.
- The emergency response procedures must be displayed on notice boards.
- A Site Layout Plan indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all offices, boardrooms, notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, and notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and six-monthly thereafter. Each drill must be monitored, and the outcomes (highlights and shortcomings) must be documented. Corrective actions must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

7.2.17	Environmental Management
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The PC must take all precautionary steps to prevent any pollution because of his activities. Matters such as waste disposal, cement run-off, not permitting vehicles leaking oil and fuel on site, not permitting disposal of water used for cleaning paintbrushes into normal wastewater disposal lines, not permitting the burning of materials etc must be addressed in his Environmental Management Plan.

Workers must be familiarised with the contents of the Environmental Management Plan as part of the Induction. The PC's Environmental Management Plan must be submitted with his SSHSP for approval.

7.2.18	Edge Protection
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Persons falling over open edges can result in severe injuries. The PC's responsible person must ensure that edge protection forms part of the Fall Protection Plan. Edge protection must be able to withstand the load imposed of an average worker's weight should the worker lean against such edge protection. All edges which pose a fall risk to persons must be protected. Barricading tape or snow netting is not deemed as suitable edge protection and may only be used to highlight such edges.

Activities, which may create temporary open edges such as the removal of drain covers must be always supervised whilst open or be cordoned off with temporary suitable barricading.

7.2.19	Excavations
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The PC must implement and comply with Construction Regulation 13 OH&S Act - General Safety Regulation 13. All excavation work must be conducted under the Supervision of an appointed competent person. Excavations must be fitted with barricading which will be able to withstand the load of the weight of an average worker should he lean or accidentally fall against such barricading. Barricading must be constructed to provide access points for workers to enter and exit and the removal of excavated material without leaving other sections of the excavation exposed.

When excavations are necessary across roadways or pathways where necessary, "Detour" notices and detour routes must be provided. Should such Detours have a negative impact on other occupants of the premises the execution of the excavations plus the implementation of detour routes must be communicated to the responsible person for the other occupants of the premises at least 7 working days prior to such excavation work taking place.

Warning signs and flashing warning lights at night must be provided in suitable positions to warn any persons approaching the area of the location and extent of any excavation should such excavations be accessible by other occupants or members of the public. Where the possibility exists of unknown hidden services where excavations are conducted, such risks must be communicated and the required risk reduction measures implemented such as the digging of pilot holes, use of detection equipment and insulated tools.

All excavations must be on register, inspected daily before commencement of work, after inclement weather, certified safe, and recorded accordingly in the appropriate register. No loose material may be stored within 1 meter from the edge of the excavation and more than 45 degrees to the angle of repose.

7.2.20	Extreme weather conditions
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Adverse weather conditions can lead to loss of life and damage to structures and plant. The PC must develop an emergency plan which stipulates measures how to mitigate the impact such weather conditions can have. The Contractors' Emergency Plan must include procedures to be followed for adverse weather conditions such as high winds, Lightning, Flooding etc. Response measures must be communicated to the appropriate Supervisory Staff including materials required such as ropes, shutter board etc.

In the event of impending adverse weather or other conditions, Emergency response Staff and Supervisory Staff must be made aware of the impending weather conditions and the possible need to implement the required response measures.

7.2.21	Fall Protection Plan and Planner
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PC to comply with OHS Act, Sec 8 and CR10. When there is a risk of falling off, into or over a risk assessment must be carried out regardless of the potential fall distance. The PC shall appoint a competent Fall Protection Planner. The Fall Protection Planner shall have the following minimum qualifications:

- Fall Arrest Course (Accredited to SAQA Unit Standard 229998)
- Fall Protection Planner (Accredited to SAQA Unit Standard 229994)

An appropriate, project specific FPP, developed by the appointed competent appointed Fall Prevention Planner must be developed, and submitted as an annexure to the SSHSP when submitting the SSHSP for approval by the CHSR. The following aspects as a minimum must be included in the FPP:

- Risk Assessment identifying areas where a Fall Risk may exist as well as the required mitigating measures e.g., Signage, Edge Protection, Hard Barricading etc.
- Permit system for working at heights.
- Prevention measures for falling tools or equipment, and persons, and link to emergency plan regarding rescue.

7.2.22	First Aid Boxes and Equipment
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The PC to comply with GSR 3. The contractor shall ensure that enough competent First Aiders is appointed and present on site. All First aiders must have a level 2 First Aid certificate. Where Sub-Contractors are appointed, they need to comply with GSR 3 and have trained, competent First Aiders on site. If they do not have trained competent First aiders, they may enter into a First Aid Agreement with the PC to provide such services, subject to the PC having enough First Aiders on site as well as First Aid Equipment. The

written agreement entered with Sub-Contractors must be kept on the PC as well as the Sub-Contractors SSHSF.

Adequately maintained First Aid equipment compliant with Statutory Safety Regulations must be available on site. The contents of First Aider kit must always comply with minimum amount as per Annexure to GSR. Records of First Aid Treatment administered must be kept in an appropriate register.

The Location of the First Aid facilities must be indicated with the required SABS approved Symbolic Safety Signage posted at the entrances to such facilities. The name of the First Aider must be displayed in addition to Symbolic Safety Signage.

7.2.23	Fire Extinguishers, Precautions and Fighting
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The PC must ensure that the location of fixed Fire Extinguishing Equipment is indicated on his Site Layout plan and in his Emergency Plan. The procedure to be followed in the event of a fire must be translated into the languages of all workers on site, posted on notice boards, communicated to workers and records kept of such communication.

All work involving the generation of a Fire Risk may only be executed upon the issue of a Hot Work permit, which include the presence of Fire Extinguishing equipment and checking for smouldering materials.

Fire precautions on construction sites in addition to the requirements of CR 29 must include Good Housekeeping, the keeping of minimum amounts of Flammable liquids etc. SABS compliant signage such as "No Smoking" "No Naked Flames" etc. posted where appropriate.

Sufficiently trained persons such as Supervisors need to be available on site to be able to perform fire-extinguishing exercises and use equipment correctly. Persons involved with activities such as welding, grinding etc. must be able to perform fire-extinguishing exercises when required.

All Fire extinguishing Equipment must be serviced annually, numbered, on register and inspected by a trained competent person at least every six months. All fire extinguishing equipment which has been discharged or damaged in any way must be sent off site and be attended to by a SABS accredited Service Agent.

7.2.24	Fuel and Flammable liquids
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The PC must ensure compliance with OH&S Act - General Safety Regulation 9 and Temporary Storage of Flammable liquids on Construction Sites, Construction Regulation Reg.25.

Storage areas must be provided with a bund wall to contain 110% of the maximum volume of the container/s stored in the area. Drip trays of sufficient size must be provided at tap off points.

Storage Containers must be clearly marked with a “Flammable Liquid, No Smoking & No naked Flame” signs, be clearly marked to indicate contents of the tank and bonded to prevent static electricity sparks being generated. An adequate numbers of dry chemical fire extinguishers, each with a minimum capacity of 4.5kg, must be provided,

Before any fuel driven plant or equipment is refuelled, it must be switched off, and no refuelling may take place where machinery is kept running. Refuelling must take place at designated safe areas and appropriate warning signs installed.

The Contractor must ensure that storage areas must be designated at a safe distance from other buildings. It must be kept free from all combustible materials and must be constructed from brick/ mortar/steel, no timber or similar combustible materials may be used.

The following SABS compliant Symbolic Safety Signage need to be displayed: “No Smoking” and” No Naked Flames”, Fire extinguisher and Location signs.

7.2.25	General Record Keeping
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The PC and Subcontractors must keep and maintain Health and Safety records to demonstrate compliance with the Clients SSHSS, OHS Act, Act 85 of 1993 and the Construction Regulations of 2014. The PC must ensure that records of all incidents/accidents, training, inspections, audits etc. are kept in the SSHSF held in the Site Office.

THE SSHSF must always be present on site. The PC must ensure that every sub-contractor opens and maintains his own SSHSF under the control of the PC’s responsible person.

7.2.26	Hand Tools
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Hand Tools and its use can contribute to accidents and incidents. The PC must ensure that all Hand Tools brought onto and used on site are safe for use. Hand tools must be inspected by an appointed competent person at least once a month and the results of such inspections to be recorded on an appropriate register. If hand tools are found to be unsafe, it needs to be removed, tagged unsafe for use and removed from site.

No Makeshift hand tools may be brought onto and used on site. If found such hand tools must be removed from site with immediate effect and/or disposed of.

7.2.27	Hazardous Chemical Substances (HCS)
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The PC must comply with the Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995 and amendments thereto. No HCS may be permitted to be brought on site without a MSDS. The PC must ensure that all the necessary use and storage precautions are taken and that the required safety equipment, first aid measures etc is available.

All employees required to use HCS, or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regards to the requirements of the Hazardous Chemical Substances Regulations including the potential sources of exposure and the potential risks to their health caused by exposure.

MSDS's for all Hazardous Chemical Substances must be kept on site in the SSSH and recorded in a HCS Register.

7.2.28	Hazard Identification and Risk Assessment (HIRA)
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The PC must comply with Sec 8 of the Act and CR 9 by allowing for and ensuring that Site-Specific HIRA's are conducted by an Appointed Competent Person. Supervisory staff must be equipped with the required skills to do HIRA's.

The purpose of a RA is to firstly identify main activities which form part of the construction process, then its sub activities, then the hazards associated with the sub-activities, the risks associated with the sub-activity hazards, then determining the Pure Risk level by using a risk matrix, propose risk reduction/control measures and then re-evaluating the effect such risk reduction/control measures have had on the risk level once again using a risk matrix to calculate the Residual Risk Rating, which must be as low as reasonably practicable (ALARP) and finally communicating the hazards, residual risks, risk reduction/control measures etc to the workforce. In the form of a SWMS/ SWP.

Please refer to item 9 at the beginning of this document for details regarding the submission of Risk Assessments and the approval process.

The PC and its appointed competent person will be responsible for the evaluation and approval of HIRA's developed by their appointed Sub-Contractors and must be as a minimum of the same standard as required by the CHSA. If at the time of an Audit or any other time being present on site, it is found that HIRA's and/or SWMS/SWP used by Sub-Contractors are of a sub-standard level the CHSR will issue instructions to cease work which is applicable to such sub- standard RA's and/or SWMS until amended to a satisfactory level.

The PC must ensure that all persons who could be negatively affected by hazards and risks associated with construction operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules.

If the CHSR identifies alternative hazardous activities or risks for which a Risk Assessment was not performed or was not identified as part of a Risk Assessment Process, the PC will be required to implement corrective measures before being permitted to continue with work. **It must be noted that**

although the CHSR may approve RAMS, the responsibility rest with the PC as the employer in terms of Sec 8 of the Act to ensure the correctness of such RAMS and the required mitigation measures etc.

7.2.29	Hazards and Potentially Hazardous Situations
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The PC must immediately notify other Sub-Contractors and/or occupants of the site where work is being conducted of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

Should a hazardous situation require work stoppages, the work must be stopped, and corrective steps taken such as the conducting of new RA's, amending RA's the development of new SWMS, amendment of existing SWMS's, barricading, signage etc.

7.2.30	Health and Safety Audits, Monitoring, Reporting and Statistics
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The CHSR shall strive to at least once a month or at closer intervals as determined necessary for the duration of the contract conduct Health and Safety Audits of the work operations. The audit shall be consisting of a detailed audit of physical site activities and administration of Health and Safety. Copies of the audit reports will be forwarded to the Project Leader and the PC within seven working days. Copies of the Audit report must be kept in the SSHSF. The CHSR may at any time visit the site for an Audit without prior notification to the contractor.

The CHSO must conduct monthly Self-Audits including all the sub-contractors on site at the time of the audit as approved at the time of the SSHSP approval. The results of the Self Audits must be made available to all members of the project team at least 7 days before the following progress meeting. At the progress meeting the CHSO must report on his finding and closing out of deviations.

Issues such as injury and incident records e.g., Near misses, First Aid, Medical Cases, and the Disabling Injury Frequency Rates must be included in the audit report. Copies of self-audit reports must be kept in the SSHSF.

7.2.31	Health and Safety Disciplinary Procedure
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The PC is responsible for maintaining discipline on site in terms of his employees, sub-contractor employees and visitors. In line with this requirement, the PC will be required to have a documented Disciplinary Procedure, which must be communicated to all persons working on site. Where a breach of a Site Health & Safety Rule or The PC's Safety Procedure is identified, the Contractor must ensure that disciplinary action is initiated against such contravening Persons/s in accordance with the documented procedure. Dependent on the nature of the breach and the nature of such presence on site, the process as outlined below could be used:

- First breach – verbal warning/counselling
- Second breach – written warning/counselling
- Third breach - appropriate disciplinary action taken such as Suspension Without Pay/Termination of Service, penalties etc.

All disciplinary steps taken in terms of OHS such as NCR's issued must be included in the PC's monthly SHE Audit report submitted to the CHSR and other team members.

7.2.32	Health and Safety Management Information Notice Board
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The PC must provide a Safety Management Information Notice Boards (SMI boards) as a minimum near the site office and if possible, in other areas e.g., eating and changing areas, with the following information posted:

- Supervisors Photos and Contact details.
- First Aider Photo and Contact detail.
- Valid, completed DSTI/S for the day's activities.
- Emergency Procedure.
- Any other information as required by the CHSR.

7.2.33	Health and Safety Organogram
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An organogram outlining the Health and Safety Management Structure as per appointments under the OHS Act and the Regulations must be included in the SSHSP and kept in the SSHSF. The Organogram must also be displayed in the Site Office.

Any changes to the appointments as per the approved Organogram must result in the Organogram being revised. All previous organograms must be kept in the SSHSF and not be discarded. The initials and Surname of appointees. Including the description of their appointment must be reflected on the Organogram.

7.2.34	Health and Safety Plan and Submission
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The PC must submit a detailed SSHSP based on this document known as the SSHSS. The contents of the SSHSP can be found under Annexure C of this document. Note must be taken of the required documentation which needs to be submitted as part of the SSHSP.

Failure to submit the required documentation as required by Annexure C, may result in a delay of the SSHSP approval process. When submitting the SSHSP to the Client/or its duly appointed representative the PC's CHSO must contact the CHSR appointed to this project, who's contact details can be found under the heading "Item 5.3: The Project Team" to arrange a sit-down meeting to discuss the PC's SSHSP

to work towards approving the SSHSP. **It must be noted that no evaluation or approval of the PC's SSHSP will take place without engaging with the CHSO.**

7.2.35	Health and Safety Policy
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The Safety, Health and Environment Policy signed by the Chief Executive Officer must form a part of the SSHSP. The policy must outline Health and Safety objectives and set out how they will be achieved and implemented during construction.

The Policy must in addition to being part of the SSHSP and being kept on the SSHSF also be communicated to all employees, copies of such communication must be kept on the SSHSF. A copy of the Health and Safety Policy but must also be displayed in the Site Office.

7.2.36	Health and Safety Training
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The PC must ensure that all site personnel and Visitors attend a site-specific health and safety induction training session before starting work or being permitted entrance onto the site.

Employee Induction training must also include training on the risks associated with the works to be executed, method statements (SWP's) and emergency procedures. Visitor Induction training must include items such as site safety and health risks, steps to follow in the event of emergency, restricted areas and on the site and health and safety rules.

A record of attendance reflecting the signature of all training must be kept in the SSHSF. Employees and Visitors must carry proof of induction training whilst being on site, which may be a nametag or sticker, displayed on a hardhat. The PC must ensure that none of his employees, or sub-contractor employees, including transport and delivery Contractors entering the site delivering materials and/or equipment, may proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and Site-specific induction etc.

Induction Training is generally valid for 1 year but should the contents of the training previously rendered change then follow up training must be rendered irrespective of the fact that induction training may still be valid.

The PC must prepare and present to all its employees its own Contractors Induction training, explaining the PC's SSHSP, Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations, as well as a Site Specific Induction, which must as a minimum consist of an introductory briefing explaining the nature of the work, the general hazards which may be encountered during the operation, and the particular hazards attached to their own function within the site.

7.2.37	Heat Stress and Sun Protection
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The PC must ensure compliance with the OHS Act- Environmental Regulations 2(4). Heat stress can form part of many work activities associated with construction work. Where work is of a physical nature, and/or is conducted in excessive ambient or radiant temperatures the PC must implement measures such as rest breaks, provision of adequate amounts of water, scheduling work to coincide with cooler times during the day such as in the mornings and late in the afternoons.

Workers who are exposed to excessive ambient or radiant temperatures can suffer from a lack of ability to concentrate with resultant injuries becoming a probability.

The PC must ensure that all personnel are protected from excessive sunlight exposure by means of the use of long sleeve shirts, long trousers, brims to safety helmets, UV factored sunscreen and shade structures etc.

7.2.38	High Voltage Equipment and installations
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In the event where the presence or location of High Voltage Equipment such as underground cables are not known with a high level of certainty, the PC must ensure that the necessary precautionary steps are taken such as the manual digging of pilot holes, use of detection equipment, lock out and isolation at sources, use of insulated tools and equipment etc.

Where work must be conducted in the presence or below overhead lines issues such as the correct lifting of conductive materials, keeping of safe distances to prevent flash over etc must be documented and communicated to employees. No isolation, termination of services may take place without the documented permission of the Electrical Engineer and the issue of an appropriate permit, which will include the necessary lockout, tagging and testing by an appointed competent person.

No unauthorised person may in any way interfere with or switch off any high voltage or critical electrical supply.

7.2.39	Housekeeping
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The PC must implement and ensure compliance with the requirements of Construction Reg. 27.

The PC must ensure that all work areas are kept in a neat and tidy state, free of debris and rubbish, at all times. Unless otherwise directed, the PC must dispose of all debris, rubbish, spoil, and hazardous waste off site in a designated and authorised area or facility.

The PC must keep in mind that poor housekeeping does not only contribute to the creation of an unsafe working environment but also a poor image of the project and its management, as well as the department as the client. In the event where housekeeping standards are not maintained or implemented the CHSR may issue instructions to cease, work until housekeeping is of an acceptable

standard without the Client entertaining any extension of time claims or costs claims by the PC. **Keeping the site in a neat and orderly condition at all times is the sole responsibility of the PC.**

Regular safety/housekeeping inspections on an at least a weekly basis to ensure maintenance of satisfactory housekeeping standards must be conducted by the PC and the results of each inspection documented and the recorded. Records of such inspections to be kept on the SSHSF for viewing by the CHSR. The PC must ensure that all supervisory staff are made aware of their responsibility to monitor and manage housekeeping in their respective areas of responsibility.

DSTI's must make provisions for the checking that work areas are left in a neat and tidy fashion at the end of each shift. The CHSO must on a random basis after signing off on DSTI's at the end of shifts inspect such work areas to verify that such work areas are left in a neat and tidy condition. Should it be found that DSTI's are not a true reflection of the condition the work area was left in, the Supervisor must be engaged regarding the matter and if it is found to be a repeated situation, disciplinary measures must be implemented.

Waste disposal and general refuse disposal areas must be made available and barricaded off. The PC **MUST** ensure that refuse removal frequencies are in line with waste /refuse generation frequencies. If waste/refuse generation rates increase the removal frequencies must increase, no overflowing waste/refuse disposal areas will be tolerated.

Employees must, as part of the hazard communication process on DSTI's be made aware of the hazards and risks created due to poor housekeeping practises. Incidents of poor housekeeping practises and poor levels of supervisory enforcement of good housekeeping practises must be considered as part of offenses which may require steps to be followed as part of the PC's disciplinary process.

7.2.40	Incident and Injury Management
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The PC must implement and ensure compliance with OH&S Act - General Administrative Regulations 6 and 8. This section must be read in conjunction with item 10.1 Accident, Incident Investigation.

The PC must have in position prior to site establishment and have submitted with his SSHSP for approval by CHSR suitable /sufficiently documented accident/ incident reporting system/procedure that is following all applicable statutory requirements.

Any incident or "near miss" involving the PC or its subcontractor's or any third party's personnel, property, plant or equipment, must with immediate effect be verbally reported to the CHSR by the PC's CHSO whether or not injury to personnel or damage to property or equipment resulted from such incident or "near miss". The verbal reporting must be followed within 48 hours by a brief written report stating the known facts and conditions including a preliminary assessment of the most likely consequence potential of the incident in the circumstances, as well as the preventative measures to be

implemented by the end of the shift. The abovementioned procedure does not exempt the PC from providing accident reports required by Statutory Authorities.

In the event of any serious incident resulting in a fatality, or permanent disability, the incident scene must be left untouched until witnessed by a representative of the SAP. This requirement does not mean that First Aid cannot be administered, or the scene be made safe. In the event where items or equipment have to be moved to assist in removing injured person/s photographs detailing the scene of the accident must be taken if possible before the scene is disturbed preclude immediate first aid being administered and the scene being made safe.

Names and contact details of witnesses to the accident must be taken by the CHSO or a SHE Representative delegated with such responsibility by the CHSO ASAP after arriving at the scene of the accident to assist in the accident investigation procedure.

Failure by the PC's SHE Officer to provide the CHSR with the abovementioned report within the specified timeframe as required will result in the Construction Manager (CR 8.1) being required to submit to the CHSR with a letter indicating the reasons as to the required report not being submitted as well as when the report will be submitted which may not exceed 72 hours from the time of the incident. Failure to comply with the abovementioned requirements at the discretion of the CHSR may result in instructions to cease work being issued until the detailed report as required has been submitted.

In the event where an injury has taken place such injury must be managed by ensuring that appropriate medical treatment is provided to ensure that the injured person has the opportunity as far as is reasonably practicable taking the injuries sustained into consideration to return to a level of good medical fitness and be able to resume his normal day to day activities whatever they may be.

The PC must ensure that suitably qualified medical persons/practitioners must treat all injured persons.

7.2.41	Induction Training
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Each employee and person wishing to enter the site must attend all mandatory Health and Safety Induction Training applicable to the project. No employee or visitor will be permitted to enter any project work site until he has attended this training. Each employee and visitor must carry proof that he has completed the induction training and may be removed from site if such proof cannot be produced on request.

All visitors must receive a visitor induction briefing before entering any project work site. However, this induction does not permit a visitor to enter a site unescorted. Visitors must be always accompanied by an appropriately senior employee who has been fully inducted.

7.2.42	Ladders, Portable
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The PC must comply with OH&S Act - General Safety Regulation 13A. PC to ensure that:

- All ladders used on the site is constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, must extend at least one meter above the platform where it provides access, and is secured to prevent slipping.
- Timber ladders must not be painted other than with clear preserving oils, clear varnishes etc.
- Damaged ladders must be removed from the work area, tagged unsafe and removed from site.
- All ladders must be tagged with a clearly visible tag or numbered which is recommended to be positioned below the second rung from the top, logged in a register and inspected by a competent person.
- All portable ladders when in use must be held by an assistant or properly tied down.
- All persons using ladders must be trained in the correct, safe use of ladders.

7.2.43	Lighting
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The PC must implement and comply with OH&S Act – Environmental Regulations, Schedule E of the Regulation.

The PC must ensure where natural lighting is inadequate to provide workers with a safe working environment. Lighting issues must be addressed by providing artificial lighting in all work areas and walkways.

Portable lights must be of a robust construction have adequate stability and be fitted with a mechanical guard to protect the lamp. No makeshift lights such as overhead florescent tube type of lighting may be positioned on floors or leaned against walls. Cables and plugs must be in a good condition and properly routed, preferably overhead to prevent tripping hazards.

Where work activities include wet processes cables and lights must be suitable to be used in such in wet environments. All lighting must be electrically safe for use in terms of their construction, cables etc.

It must be kept in mind that where lighting is of the “plug in” and “Plug out” type it is classified as Portable Electrical Equipment and must be accordingly numbered, inspected, and recorded on a Portable Electrical Equipment Register.

In the event where night work will be conducted Illumination checks must be performed to ensure conformance to minimum lighting requirements and the provision of emergency lighting must be addressed in the event of power failures.

7.2.44	Lifting Machines and Tackle.
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The Principal Contractor and Sub-Contractors must ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations as published in Government Notice No. R. 298 dated 26 February 1988 and CR 22.

The PC must take note of the following and apply it as a minimum standard, where it is not possible to meet the standards listed below the CHSR must be engaged regarding the issue.

Each contractor carrying out lifting operations on the project site must develop, document and implement Method Statements (SWP) Procedures that are aligned with the requirements of this standard.

Design, Manufacturing and Safety Features

An Equipment Profile (dossier) must be compiled for each crane. A copy must be kept in the cab of the crane and must be kept current.

As a minimum, the design and manufacturing of each crane or hoist used on the project premises must comply with the requirements of the relevant ISO standard or national standards, implementing the most stringent standards.

The Safe Working Load (SWL) must be clearly indicated on each crane, hoist, and item of lifting tackle. If the safe working load (rated capacity) of a crane varies with the conditions of use (i.e. varies with the angle of the boom and the boom length) then the manufacturer's load chart(s) indicating the crane's rated capacity at various boom lengths and angles must be available in the crane cabin. If the crane has a single load chart, it must be displayed in a position visible to the crane operator. If the crane has numerous load charts, they must be easily accessible to the operator.

For each crane or hoist, the manufacturer's operating manual must be available to the operator. The load chart(s) and operating manual for a crane or hoist must be in a language understood by the operator. All lifting hooks must be fitted with a safety latch to prevent the load from accidentally detaching.

Each crane or hoist must be fitted with a load cell (with the mass of the load displayed in the visual range of the operator) and a load limiting device to prevent the crane or hoist from being operated outside of its safe working limits.

Where practicable, each crane must be equipped with an upper hoist limit switch (or anti two-block device) to prevent the hook block from colliding with the drum, and a lower hoist limit switch to prevent the rope on the drum from unwinding completely. These systems must provide both a visual and an audible alarm to the operator.

Under no circumstances may any limit switch or warning device be bypassed, disconnected, or adjusted to lift a load higher (or to lower a load lower) than the respective switches allow. Limit switches MAY NOT be adjusted to stop the hoist at a particular height under normal operating conditions - these are safety devices, and as such, should not be used as operating tools. The same applies to lifting heavier loads.

For a vehicle-mounted crane, the operator control station must be in a position protected from swinging loads and from the crane jib.

A fall protection system must be provided for the assembly, dismantling, operation, maintenance and inspection of any crane where falling from height is identified as a hazard.

Each crane should be fitted with a stability monitoring device to prevent it from toppling over.

Only items of lifting tackle that have been designed and manufactured with adequate factors of safety may be used on site. The following minimum factors of safety with respect to the Safe Working Load must be met:

Ten (10) for natural fibre ropes,
Six (6) for synthetic-fibre ropes or woven webbing; Six (6) for steel-wire ropes,
Five (5) for steel chains; and
Four (4) for high-tensile or alloy steel chains.

An excavator or tractor-loader-backhoe (TLB) may not be used to lift a load unless all of the requirements of this standard as would apply to a crane have been complied with and authorisation has been granted by the nominated project representative.

Planning and Risk Assessment

For each critical lift that must be carried out on site, a documented and detailed lift plan and risk assessment must be prepared to address all associated hazards. Only suitably qualified, competent, and experienced persons (lift planners) may evaluate critical lifts and prepare lift plans.

The lifting supervisor, crane operators, riggers and spotters responsible for carrying out a critical lift must have input into the lift plan and risk assessment and must be consulted before these documents are finalised. All lifting supervisors, crane operators must be appointed in writing. No critical lift may commence until the lift plan and risk assessment has been compiled and approved by the contractor.

Critical lifts include:

- All multiple (including dual) crane lifts.
- Lifts where the operational arcs of two or more cranes can overlap.
- Lifts over operating facilities where this may endanger personnel.
- Lifts carried out near power lines (over, under, or adjacent to).
- Any lift carried out in close proximity to equipment or a vessel containing a flammable or toxic substance.
- Any lift carried out near an embankment or an excavation.
- Lifts where the centre of gravity of the load could change.
- Any lift where the total weight on the hook exceeds 20 tonnes.
- Lifts near the rated capacity of the crane (i.e., exceeding 85% of the rated capacity at the working radius).
- Any lift when the wind speed (including gusting) exceeds 35 kilometres per hour (if a crane is not fitted with an anemometer, a handheld anemometer must be available).

- Lifts involving a man basket (safety cage).
- Lifts to and from water.
- Lifts requiring specialised equipment or involving complicated lifting or rigging configurations.
- Lifts requiring non-standard rigging or slinging techniques.
- Lifts involving the simultaneous use of more than one hoist on the same crane; and
- Any other lift deemed to be critical by the nominated project management representative or assessed as critical during a risk assessment.

The lift plan for a critical lift must include:

- General Information - crane manufacturer, crane model, items to be lifted, and reason for lift.
- Lift Data - load weight, lifting block and hook weight, hoist rope weight, rigging weight, total weight, height of lift, radius of lift, surface area of load, and centre of gravity of load.
- Rigging Data - sling material (chain, wire rope, or synthetic), sling diameter, sling length, sling configuration, sling capacity, hook type, shackle size and capacity.
- Lift Computation - boom length, jib length, radius of lift, crane capacity as configured, size of outrigger footplates, and wind speed.
- Proximity to Power Lines and Process Areas- mobile cranes working in proximity to energised power lines must operate under a Permit to Work, which must define exclusion zones and spotter duties.
- Local Hazards and Controls - including the route for the crane, ground stability, proximity of people or equipment, and agreed communication method; and
- Diagrams (sketches) a rigging diagram, and a crane set-up diagram illustrating the positioning of the crane(s) in relation to surrounding structures and the initial and final positions of the load (including crane boom movement).

The use of a crane-suspended man basket (safety cage) may only be considered when all other avenues to safely perform the work (e.g., scaffolding, mobile elevating work platform, etc.) have been exhausted. Cranes used to lift or suspend personnel must be approved as suitable for this purpose.

If a crane must be operated in proximity to energised overhead power lines (or any other exposed electrical conductors) then minimum clearance distances (specified by the electrical power utility or the nominated project management representative) must be observed. Whenever possible, power lines must be de-energised and isolated while lifting operations are carried out.

Operation

At the start of every day or shift, the operator of a crane or hoist must carry out a pre-operation safety check using a prescribed checklist. The specific requirements of the pre-operation safety check (and associated checklist) must be based on:

- A risk assessment that addresses all aspects of safe operation of the crane or hoist; and
- The inspection recommendations of the manufacturer.

As a minimum, the pre-operation safety check must include:

- A thorough visual inspection of all wire ropes, chains, hooks and safety latches, hook blocks, sheaves, hydraulic hoses, electrical cables, and the general condition of the crane or hoist.
- Checks to confirm the serviceability of the operating controls.
- Tests to confirm the correct operation of all limit switches, emergency shutdowns, load indicators, alarms and other safety devices; and
- A thorough visual inspection of all lifting tackle to be used.

The operator must:

- Check for any loose or missing parts.
- Make sure that the wire rope (or chain) of the hoist is properly seated in its drum and sheave grooves without any slack or overlapping.
- Operate each control to make sure it functions properly, releases immediately, and does not stick. Each control must be labelled to indicate its function.
- Listen for any unusual mechanical noises and look for any jerky movements while operating the crane and / or hoist several feet in each direction that it travels.
- Check the functionality of the upper and lower hoist limit switches (if applicable) by slowly raising and then lowering the block to trip the respective switches.
- Check all hooks. Hooks must not be cracked, stretched, bent, or twisted. Each hook must have a safety latch that automatically closes the throat of the hook. If the latch is bent, has a broken spring, or is otherwise damaged, it must be repaired before use. Hooks must rotate freely in the block assembly without any "grinding" felt or heard.
- Check the wire rope by lowering the block to its lowest level and looking for the following signs of damage:
 - Reduced rope diameter. This may indicate that the rope has been stretched, has lost its inner core support, or has worn outside wires.
 - Broken wire strands (any number).
 - Kinked, crushed, cut, or "bird caged" wiring, or wiring with heat damage.
- Check all chains for damage including wear at contact points, cracks, or distorted links (bent, twisted, or stretched). All mechanical coupling links must be inspected to ensure that the linking pins are secure and in good condition. The capacity rating of each chain must be adequate for the load and the attachment method.
- Check the condition and capacity of wire rope and synthetic web slings. Capacity ratings must be legible on the manufacturer's label. The capacity of the sling being used must be adequate for the load and the attachment method. A sling must be replaced immediately if it is excessively worn.

The operator must report any fault, defect, or damage to his supervisor immediately.

A crane or hoist must not be operated if any safety device is out of order or defective, or if any rope, chain, hook, or other component is worn or damaged.

Completed checklists must be made available (on request) for inspection by the nominated project management representative. Wherever possible, these checklists must be kept with the crane or hoist.

All lifting operations must be supervised by suitably qualified, competent, and experienced supervisors.

An effective method of communication between the crane operator and those assisting with the lift must be in place and documented.

Documented Method Statements (SWP) must be in place to ensure the following:

- Access into an area where lifting operations are being carried out must be restricted. Such an area (i.e., where there is a risk of a load falling and striking a person) must be barricaded and only authorised persons may enter (i.e. those directly involved with the lifting operations). Warning signage must be conspicuously displayed.
- Where a load is being moved from one location to another (i.e., the lifting operations are not being carried out in a discrete area that can be barricaded), measures must be taken to ensure that all persons in the path of the suspended load are made aware of the approaching hazard and that they move, and remain, well clear of it. All persons potentially affected must be given warning before the load is lifted.
- A lift must be directed and controlled by a single person (a suitably qualified, competent, and experienced rigger).
- Dedicated spotters (one or more, as determined during the risk assessment) must be in place during a lift to observe and provide warning (if necessary) to prevent incidents and ensure that safety protocols are adhered to.
- Before commencing with a lift, it must be verified that the load being lifted is both within the rated capacity of the crane (or hoist) and lifting tackle and within the limits set out in the lift plan and / or risk assessment. The rated load capacities of the crane, hoist, rope, chains, slings, or other components may never be exceeded.
- Only certified lifting tackle may be used to lift a load.
- No tackle that has been used for towing may be used for lifting operations.
- Only an approved material box (skip box) may be used for lifting loose items or materials.
- Before commencing with a lift, it must be verified that no safety devices (including load limiting devices) have been bypassed, overridden, or disconnected.
- To prevent the load from swinging as it is lifted, the hoist must be centred over the load (when using slings or chains) or positioned directly above the lifting point of the load.
- Hoisting ropes must be kept vertical. No side loading of a crane boom is permitted (i.e., a crane may not be used to make a side pull).
- Three full wraps of rope must always remain on the hoisting drum. If a lower hoist limit switch has been fitted, and it is working correctly, it should not be possible to lower the block below the point where less than three full wraps of rope are on the drum.
- Before commencing with a lift, it must be verified that all rigging connections are correct and secure. Slings, chains, or other lifting devices must be fully and securely seated in the saddle of the hook.

- Slack must be removed from the slings, chains and / or hoisting ropes before lifting the load. It must be ensured that multiple lines are not twisted around each other and that the hoist rope is not wrapped around the load.
- To ensure that the load is properly secured and balanced, it must initially only be lifted a few centimetres. Slings must be repositioned if required.
- Before moving a suspended load, it must be lifted high enough to clear all obstructions. The load must only be lifted to the height necessary to clear obstructions, and no higher.
- Directional movement must be made smoothly and deliberately (there must be no sudden acceleration or deceleration of the moving load). Abrupt, jerky movements of the load in any direction must be avoided.
- Tag lines must be used in situations where a load needs to be steadied or guided while suspended.
- When using tag lines to steady or guide a suspended load that is being moved using a crane, personnel on foot must always remain in sight of and in communication with the crane operator (through the rigger), must never walk between the crane and the load, and must always remain clear of the load and the crane (at least 5 metres). The load must be moved at a slow walking speed.
- A suspended load must be always monitored closely.
- If a crane operator's view of a suspended load is unavoidably obscured (completely or partially), or if a suspended load is unavoidably obscuring (completely or partially) a crane operator's view, then suitably positioned spotters must be in place to provide guidance to the crane operator.
- A load MAY NOT be moved over, or be suspended above, any person or any occupied building. No person may walk beneath, or position himself below, a suspended load.
- No person may pass or work beneath the boom of a crane.
- No person may be positioned between a suspended load and a solid object where there is a risk of being crushed should the load swing.
- No person may be positioned within the radius of the boom of a crane unless directly involved with the lift.
- Under no circumstances may any person ride on a crane's hook or on a load.
- No load may be left suspended unless the operator is at the controls and is monitoring the load. In such a situation, the load must be kept as close as possible to the ground or floor to minimise the possibility of injury should the load drop.
- The controls of a crane or hoist may never be left unattended while a load is suspended. If it becomes necessary to leave the controls, the operator must lower the load to the ground or floor.
- No lifting may be carried out using a mobile crane unless the outriggers have been deployed and are locked in position.
- Load spreaders or packing under the outriggers must be used irrespective of the underfoot conditions.
- Before a mobile crane is moved into position to carry out a lift, the area must be inspected by a suitably qualified person who must verify that the underfoot conditions are satisfactory. If any uncertainty exists, DCP (Dynamic Cone Penetration) testing must be carried out. For critical lifts, ground compaction must be assessed using suitable instrumentation (e.g. Troxler).
- When using a mobile crane, slewing to test the effectiveness of the outriggers must be carried out prior to commencing with a lift.

- Under no circumstances may a mobile crane (or vehicle-mounted crane) travel with a suspended load.
- Slew pins must be securely in place while a mobile crane is travelling.
- Unauthorised use of a crane or hoist must be prevented by removing the keys, locking the cabin, isolating the controls, etc. when lifting operations have been completed.
- When not in use, lifting tackle must be stored off the ground and must be protected from the elements (rain, harsh sunlight, etc.) and contamination (dust, solvents and other chemicals) in order to prevent damage and / or deterioration.

A crane or hoist or an item of lifting tackle may only be used for the purposes for which it was designed.

Inspection, Testing and Maintenance

Any crane or hoist brought onto the project premises must have a current test certificate and record of inspection as well as a suitable checklist (derived from the crane or hoist manufacturer's inspection recommendations) for use by the operator(s) when carrying out pre-operation safety checks.

A register of all cranes, hoists and lifting tackle brought onto the project premises must be compiled and maintained.

Each crane, hoist and item of lifting tackle must have a unique identification code or number, which must be referenced in the register.

For each crane, hoist and item of lifting tackle, the following documentation must be kept on site and must be made available (on request) to the nominated project management representative for inspection:

- Test records and certificates.
- Inspection records.
- Maintenance records; and
- Details of any modifications or repairs made.

All cranes, hoists and lifting tackle must be inspected, tested, and confirmed fit for purpose (i.e. safe for use):

- Before being operated or put into service.
- Before being returned to service following any repair or modification; and
- Periodically as follows (unless local regulations require examination more frequently):
- Each crane or hoist (including all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices that form an integral part of the crane or hoist) must be thoroughly examined by a competent, experienced person every 6 months.
- Each crane or hoist must be subjected to an annual performance test (i.e., load test) by a competent, experienced person; and
- All lifting tackle must be thoroughly inspected by a competent, experienced, and appointed person every 3 months.

The system of inspection and testing must provide verification that each crane or hoist is able to function to its design specifications, and must verify the integrity of:

- Mechanical and electrical components.
- Controls.
- Cables and all lifting attachments.
- Structural components including boom, hoist, brakes, wheels, hooks, baskets, out-riggers, hook-blocks and rails; and
- Load limiting devices, hoist limit switches, alarms or warning devices, and other safety devices and control systems (including independent fail-safe braking systems, devices to stop the crane or hoist such as a dead man's switch, and emergency shut-off switches).

A preventative maintenance system must be in place to ensure that all cranes and hoists are maintained in a safe and serviceable condition.

For any crane or hoist, all inspections, testing, maintenance, and repairs must, as a minimum, be carried out in compliance with the requirements and specifications of the manufacturer as well as all applicable regulatory requirements (in terms of both the frequency of inspection, testing and maintenance, and the physical condition of the crane or hoist).

Repairs to a crane or hoist may only be carried out by competent persons. After repairs have been made, the crane or hoist must be tested and recertified fit for purpose (unless the repairs did not affect the integrity of the lifting mechanism).

Any modification to a crane or hoist must be subject to the approval of the original equipment manufacturer and a rigorous change management process.

Each item of lifting tackle must be tagged following each quarterly (3-monthly) inspection. Details of these inspections must be recorded in the lifting tackle register which must be made available to the nominated project management representative on request.

The following colour coding system is recommended for the tagging of all lifting tackle:

<u>Quarter</u>	<u>Tag Colour</u>
January – March	Blue
April - June	Red
July - September	Green
October - December	Yellow

The tag placed on an item of lifting tackle must be traceable to an entry in the lifting tackle register where the following information concerning the inspection of that item of tackle must be recorded:

- Item description.
- Unique item identification code or number.
- Item owner.
- Item location.
- Date of inspection.
- Name and signature of competent person who carried out the inspection; and
- Any comments concerning the inspection.

Any item of lifting tackle that is found to be damaged or defective must be removed from service (and tagged, "Out of Service") immediately and must then either be repaired and recertified (if possible) or destroyed to prevent further use.

Similarly, any lifting tackle that is known (or is suspected) to have been overloaded must be removed from service immediately and destroyed to prevent further use.

If an item of lifting tackle is removed from service or destroyed (scrapped), this must be indicated in the lifting tackle register.

Any item of lifting tackle without a tag or with an out-of-date inspection may not be used.

Training and Competency

Only suitably trained, competent, and experienced persons are permitted to:

- Evaluate and plan critical lifts.
- Supervise lifting operations.
- Operate cranes and hoists.
- Use lifting tackle, and rig (sling) loads.
- Provide signals for controlling lifts; and
- Inspect, maintain, or test cranes, hoists and lifting tackle.

Each operator must meet the competency requirements for the particular class or type of crane or hoist to be operated. Depending on the project location and applicable legislation, operators may need to hold a certificate of competency issued by a recognised training institution.

7.2.45

Manual handling of materials

The PC must ensure that no employees are required or permitted to lift or move by hand any object that is likely to create a risk of injuries being sustained by such employees. The shape weight etc of the items to be lifted must be considered and where required issues such as training in correct lifting methods, use of PPE use of alternative lifting methodologies must be considered.

Any handling or lifting task that can only be done manually must be planned and rehearsed before the task is done. If more than one person is involved in a task a communication procedure must be agreed in advance. Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.

As a guideline 25 kg is the limit of what a person can safely handle. Where there are loads exceeding 25 kg the risk of handling the load must be mitigated to assure minimal potential for any injury.

When mechanical lifting aids are provided, they should be used.

Extra care should be taken when lifting awkwardly shaped objects.

Position the feet correctly. The feet should be placed hip-width apart to provide a large base. One foot should be put forward and to the side of the object, which gives better balance.

Bend or 'unlock' the knees and crouch to the load. The weight will then be safely taken down the spine and the strong leg muscles will do the work.

Get a firm grip. The roots of the fingers and the palm of the hand should grip the load. This keeps the load under control and permits it to be distributed more evenly.

The following should be considered with conducting the Risk Assessment with regards Manual Handling and take into consideration the task factors, physical demands and tools involved in the task:

- Load weight / frequency.
- Hand distance from lower back.
- Asymmetrical trunk / load.
- Postural constraints.
- Grip on the load.
- Floor surface.
- Environmental factors.
- Carry distance.
- Obstacles in route the load must be carried.

Team Manual Handling:

- Load weight.
- Hand distance from lower back.
- Vertical lift region.
- Trunk twisting / sideways bending.
- Postural constraints.
- Grip on the load.
- Floor surface.
- Environmental factors.
- Communication, co-ordination, and control.

7.2.46	Maintenance
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All equipment and structures on site, whether it is fixed or temporary must be maintained at intervals no longer than that recommended by the manufacturer, under a planned maintenance system to ensure the safety of personnel who are responsible for operating or using the equipment.

Proof of all current tests and maintenance certificates relating to cranes, lifting beams, pulley blocks, lifting gear and slings must be kept on site in the SSHSF and be available for inspection by any person authorized to do so.

7.2.47	Medical Fitness/ Fitness for work
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The PC must ensure compliance with CR 7(1) (g) and that all his personnel as well as those of Sub-Contractors appointed by him are healthy and medically fit for their respective assignments and keep proof of such medical fitness on the SSHSF. The PC must ensure that all persons required to have a certificate of medical fitness must be in possession of such certificates prior to being permitted to assume their duties on site. Should employees be found on site without a valid medical fitness certificate at the time of the CHSR conducting an audit, such employee must be removed from site and the CHSR may at his discretion issue instructions to cease work.

All medicals to include the Annexure 3 form as per the Construction Regulations 2014 signed and stamped by the occupational medical practitioner. The PC must ensure that only suitably qualified occupational health practitioners' issue medical certificates.

Should a worker's scope of work change, or he be required to work outside the scope of work for which his medical certificate has been issued, he may not be permitted to do such work until an updated medical fitness certificate has been issued.

The PC must develop and implement a programme to manage employee fitness for work for all employees working on the project. Working hours must be managed in compliance with applicable legislation. An exit medical from a previous project or site must not be deemed as a valid medical.

The medical examinations carried out for all drivers and operators must include testing and assessment for medical conditions that could affect the safe operation of vehicles or equipment. Specific testing and questioning must be carried out to determine if an individual:

- Suffers from epilepsy or any other medical condition deemed to be a risk by the occupational medical practitioner.
- Makes use of chronic medication that could affect performance
- Is colour-blind.
- Has poor day or night vision.

The medical examinations carried out for employees that are required to work at height must include testing and questioning to determine if an individual suffers from epilepsy, hypertension (high blood pressure) or any other medical condition deemed to be a risk (with regard to working at height) by the occupational medical practitioner.

7.2.48	Method Statements, Safety (SMS)/ Safe work procedures (SWP)
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SMS's/SWP must be in line with the associated Risk Assessments. The SMS's/SWP's must detail in a step- by- step and methodical manner on how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed. The Task Items listed in the SMS's/SWP must tie up exactly with the task items being assessed in the Risk Assessment document.

Acceptance of a SMS by the CHSR does not relieve the PC of his responsibility for ensuring full compliance with SSHSS and any applicable legislation.

7.2.49	Noise
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The PC must implement and comply with OH&S Act - Environmental Regulation 7 and the Noise Induced Hearing Loss (NIHL) 2003 Regulations.

The PC must meet statutory requirements on limitation of noise emitted by machines and equipment. When personnel are required to operate such equipment, noise level exposure at the operator position must not exceed an equivalent level of 85-dB (A) or more during normal working conditions without the required mitigating measures being implemented.

Employees working in the vicinity must not be subjected to an equivalent continuous level of 85-dB (A) during normal operating conditions. The PC must comply with time periods and PPE requirements where applicable.

Consideration must be taken of the fact that the sound level at any works/site boundary caused by mobile equipment must not exceed the nighttime background level pre-existing the operation of the equipment. **At no time must the noise emission of the equipment or activities cause the sound level at the nearest residence, hospital ward or adjacent structure to exceed 40-dB (A).**

Sound levels must be measured in accordance with SANS 10083, with due allowance being made for tonal or impulsive components. A plot plan of project or plant must be drawn up to identify the measuring points with date, time, and frequency duration of measurement.

Symbolic safety signs, warning employees and visitors regarding the hazard of noise in the area, shall be erected at all entrances to the area and in a position where it must be clearly visible.

7.2.50	Notices
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If the PC receives any notice issued by any relevant Government Authority concerning Health and Safety, he must immediately upon receipt of such notice comply with the requirements of such notice. The PC must provide the CHSR with copies of any such notices, correspondence or directions of whatsoever nature issued by the abovementioned Government Authority concerning Health and Safety within 2 hours of the dispatch and/or receipt of such notice, correspondence, or direction.

7.2.51	Notification of Construction Work
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Notification of Construction Work

The PC must submit an Annexure 2, "Notification of Intention to Commence Construction Work" to the closest Department of Labour office, have it stamped and provide the CHSR with a copy. A copy must be kept on the SSHSF for inspection purposes. Submitting a copy to the CHSR does not constitute permission to proceed with construction work.

Should construction work extend past the completion date reflected on the submitted Annexure A the PC must inform Department of Labour accordingly and file the amended Annexure A on the SSHSF.

It must be noted that no work of any nature may take place on site until permission to proceed with site Handover has been received from the Project Leader after receipt of letter from CHSR.

7.2.52	Occupational Hygiene (Personal Hygiene and Infectious Disease Management)
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The PC must ensure that its personnel and subcontractor's personnel is able to maintain and maintains high standards of hygiene, personal and in connection with the performance of the work. All work areas must be kept in a clean and tidy state. Waste disposal must be facilitated by providing sufficient waste collection receptacles and the correct disposal frequencies to prevent waste build up.

Employees must be trained on the contents of the Personal Hygiene and Infectious Disease Management Plan which must identify any anticipated hazardous biological agents which may be present in the work environment, trained in measures to protect themselves in terms of personal hygiene and provided with the necessary means to minimise the risk of contracting the harmful effects associated with such hazardous biological agents.

All Resting and Eating areas must be kept in a clean, tidy condition as well as being positioned away from contaminants and hazards. No eating and drinking may take place outside the designated eating or

in office areas. Facilities for hand washing must be made easily accessible for persons to wash hands when leaving the construction area and entering the construction site offices.

7.2.53	Permit to work
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The PC must implement a permit-to-work system to control identified high-risk activities such as:

- Major lifting operations.
- Hot works.
- Cold work in areas where operational plant or equipment can pose a threat.
- Working in confined spaces.
- Excavation work (cable clearance permit).
- Use of a hazardous substance, e.g., lead.
- Roof work etc.

Permits to work must list the specific conditions and hazards involving the specific task. Only authorized competent persons may issue and sign off Permits-to-work.

7.2.54	Personal Protective Equipment (PPE)
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The PC must implement and comply with OH&S Act – General Safety Regulation 2. It must be kept in mind that PPE must only be the last resort in addressing risks. All Contractors' personnel on site and visitors, must always use the following minimum personal safety equipment which must be compliant with relevant SABS codes. Each item of PPE supplied for use on the project site(s) must be designed and manufactured in accordance with the relevant South African National Standard, ISO standard, or other recognised international standard.

Visitors (minimum PPE)

- Hard Hat,
- Reflective vest and
- Safety Boots.

If required due to on-site risks,

- Eye Protection,
- Hearing Protection,
- Respiratory Protection

No Visitor, regardless of title or position may be permitted to enter the construction site without the minimum PPE which is a Hardhat, Reflective Vest and Safety Boots. Should the CHSR when present on site find any person without the minimum PPE, he may issue instructions to cease construction work.

On site Workers.

- Suitable protective clothing (Overalls for all employees working on-site)
- Personnel exposed to noise levels exceeding 85dB (A), SANS 11451 approved hearing protection.
- Gloves, (Type appropriate to risks, or recommended by product manufacturers).
- Eye Protection/Face shields, (Appropriate to risks, or recommended by product/equipment manufacturers).
- Leather spats, (Appropriate to risks, or recommended by product/equipment manufacturers).
- Safety harnesses, (Where work is conducted from a Fall Risk Position).

Additional PPE requirements must be determined through hazard identification and risk assessment. This hazard-specific PPE (such as hand protection, hearing protection and respiratory protection) must be worn as required (e.g., when in a certain area, when performing a certain task, or when working with a certain substance).

The correct PPE must always be worn:

- In accordance with site requirements (as indicated at the entrances to a project site and at the entrances to buildings and/ or designated areas on the premises).
- In zoned areas (e.g., noise zones and respirator zones).
- As required by a Safe Work Procedure, a risk assessment, or a Material Safety Data Sheet (MSDS).

PPE must be provided to the employees by the PC and Contractor at no cost to the employee. Due to hygiene risks associated with interchanging PPE Site visitors wishing to gain access to the site must have their own personal PPE.

Should a worker not have the required PPE he may not be permitted to work. Employees must be trained in the correct use and how to take care of PPE. Supervisors need to as part of the Pre-Shift inspections when conducting DSTI's check that employees have the required PPE and that it is in a good condition.

If an item of PPE has worn out, has become damaged, or is found to be defective in any way, it must be replaced by the contractor. Employees must be provided with facilities which enable them to store their PPE e.g., lockers.

Employees who wear prescription spectacles (i.e., require corrective lenses) must make use of either:

- Prescription safety glasses (with permanent fixed side shields) that conform to the requirements of a recognised national or international standard (e.g., CSA, ANSI, or equivalent), or
- Over-spec safety glasses or goggles.

Any person who refuses to wear PPE as required must be removed from the site.

Symbolic signs indicating mandatory PPE requirements must be prominently displayed at the entrances to a project site and at the entrances to buildings and / or designated areas on the premises where additional PPE is required. These signs must comply with SANS 1186.

The PC must ensure the:

- Control the issuing and replacement of PPE.
- Maintenance of a register as proof that items of PPE have been issued to Individuals with signatures of receipt of PPE.
- Keeping of adequate quantities of replacement PPE on site.
- Carrying out of regular inspections to ensure that PPE is being used correctly, is being maintained in a good, serviceable, and hygienic state, and is not being shared between employees.

7.2.55	Plant and Machinery
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The PC must ensure that he controls **all plant and equipment entering and exiting the site**. Daily monitoring of all plant and equipment is required prior to commencing work, on issue and prior to use. A full list of hired and own plant must be available for inspection at each audit.

All daily inspection records are to be filed in the SSHSF and must not be more than one week behind. Only competent, medically fit plant operators must be permitted to operate plant. Medical certificates of fitness must be filled in the SSHSF. No unauthorized person may be permitted to operate or use plant.

Lifting equipment, plant or material that require annual load testing by an AIA, are to comply with the Driven Machinery Regulations (2015). Operators must be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the SSHSF. Each contractor making use of plant and machinery on the project site must develop, document, and implement SWMS that will ensure the safe use and operation of such equipment.

For all plant and machinery, the following documentation must be kept in the Equipment Profile:

- Test records and certificates.

- Inspection records.
- Maintenance records; and
- Details of any modifications or repairs made.

7.2.56	Planned Task Observations
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PLANNED TASK OBSERVATIONS

All contractor and sub-contractor supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in SWMS's (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least one PTO per day involving one or more employees in his work team.

When an unsafe act or condition is identified, the supervisor must coach the work team to correct the act or condition in line with the Safe Work Procedure.

Where valid changes to the work method are identified, the supervisor must ensure that the SWMS/SWP and Risk Assessment are updated to reflect the current practice.

7.2.57	Pneumatically powered tools and equipment
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Compressed air and associated tools may only be used when compliant with the OHS Act, DMR 14. Air to operate pneumatic tools may only be supplied from compressors or compressed air lines. No homemade compressors may be used on site. All airlines must be in a good working condition and fitted with suitable clamps to prevent accidental connection. Compressed air may not be used for general cleaning including the cleaning of overalls.

Pneumatic powered tools must only be driven by filtered compressed air with an in-line lubrication system or be lubricated prior to use if there is no in-line lubrication system. When using pneumatic powered tools, the designated tool pressure must be attained using a regulator.

Pneumatic powered tools must be disconnected when not in use. They must not be disconnected from the air supply until all the residual pressure has been released or contained by a shut-off device. Hoses must not be kinked as a means of containment.

Employees operating pneumatic powered tools, and any potentially affected employee in the vicinity of use, must wear suitable PPE.

All rotary compressed air tools (e.g., drills) must have the rated revolution per minute (RPM) permanently marked on the casing. Only attachments of compatible RPM must be used with these machines.

The actual RPM of the tool must be checked every three months to ensure that the speed is as rated by manufacturers specifications.

Pneumatic powered tools must be secured to the air supply hose by an approved positive means to prevent the tool from becoming accidentally disconnected. Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 kPa pressure at the tool, must have a safety device on the muzzle to prevent the tool from ejecting fasteners unless the muzzle is in contact with the work surface.

If an impact wrench is used, the sockets must be impact rated.

Compressed air must not be used for cleaning purposes except where reduced to less than 30 kPa, and then only with effective chip guarding and personal protective equipment in place. The 30 kPa requirement does not apply to concrete form, mill scale and similar cleaning purposes. Compressed air must not be pointed at any part of the body or used for cleaning clothing.

Airless spray guns of the type which atomize paints and fluids at high pressures must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released. A diffuser nut which will prevent high pressure, high velocity release while the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection must be provided in lieu of the above.

Abrasive cleaning nozzles must be equipped with an operating valve, which must be held open manually to enable operation. A support must be provided on which the nozzle may be mounted when it is not in use.

7.2.58	Portable Electrical Tools
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The PC to ensure compliance with EMR 10. PC to ensure safe Portable Electrical Equipment is used on site. The PC is required to inspect/have inspected by an appropriately qualified person all portable electrical equipment as follows:

- Supply cabling distribution boards, fixed lighting, and portable appliances on a monthly basis or more frequently if required by frequency of use.
- Extension leads, welding machines, compressors, pumps, and portable hand- tools on a weekly basis.

All sub-Contractor equipment must be inspected and tested at the same intervals as indicated above. The PC must implement a management system to ensure effective inspection and control over

equipment such as a monthly colour coding tagging system. Tagging must be durable and be able to withstand the stressors associated with working in a construction environment.

A record book/register must be kept reflecting the following:

- Item unique number.
- Items inspected.
- Deviations identified.
- Signature Of Inspector.
- Date of inspection.

In addition to the abovementioned, the PC must ensure the following:

- That only trained authorized persons use the Tools.
- That equipment is inspected at the start and end of each shift and included in the DSTI.
- That damaged, unsafe equipment is removed from service, tagged unsafe for use until repaired and returned to service.

7.2.59	Public Safety and Security
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Hoarding/Fencing

The PC must hoard/enclose the construction site to prevent unauthorised entry and disruption to the site where required. The hoarding must be as follows:

- The hoarding/ enclosure must be at least **1.8-meter-high** and must enclose the entire parameter of the site.
- It must be constructed of a material, which must be able to prevent unauthorised persons from entering the site such as welded mesh/ diamond mesh and 80% shade cloth.
- A Lockable gate must be at least 1.8 meters in height as well a security staff member to control access.
- Hoarding parameters must be as per project's decanting plan.

Warning / informative signs

The entrance of the site must have easily visible construction safety warning signs posted which must contain as a minimum of the following information:

- Construction activities ahead/ Construction Site.
- No unauthorised entry.
- Different Types of Personal Protective Equipment required for the site as per risk assessments.
- Speed limit (10 km/h), unless otherwise stipulated.
- Visitors to report to the site office.

- Where applicable the Construction Permit Number issued by DEL.

Appropriate warning signs must also be posted in different locations of the site to create awareness of danger e.g., demolition in progress sign, required PPE and deep excavations signs etc. Informative signs indicating the Emergency Assembly Point/s, location of fire extinguishing equipment and first aid equipment must be displayed where required.

Location of site office

The location of the site office should be in an area that will not require visitors to pass through or enter areas where construction work is active and will not require the re-location of the office as the project progresses. The location of the site office must be included in the Site Layout Plan submitted with the SSHSP.

7.2.60	Risk Assessment of Plant and Equipment
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The PC must ensure that Risk assessments of plant and equipment is undertaken and documented before arrival at site, after major service, after modification, and before use in an unusual operating mode or conditions. The RA's must be undertaken by a suitably qualified and experienced person.

RA's for equipment mobilising to Site must be conducted prior to the equipment arriving on Site, and must consider, where applicable, potential for entanglement in moving parts, crushing or striking by moving or falling objects, cutting or stabbing by sharp objects, high pressure fluids, electrical shock or burns, burns from hot or cold surfaces, slips, trips and falls, ergonomic design of access and egress, seating, vibration, noise, exhaust fumes, etc.

The identification of hazards should consider normal operations, abnormal or unusual operations, breakdowns, and servicing operations. Particular attention must be given to fall protection attachment points when there is a requirement to work where a fall risk exists for activities such as repairs to equipment due to breakdowns. Where repairs to earthmoving equipment must take place on site the risk assessments must include provisions to deal with oil, diesel, and coolant spillages.

The PC must maintain all Plant and Equipment in good order and condition. Where equipment becomes inoperable due to breakdowns or other reasons and is being replaced by other equipment the same RA' requirements will be applicable to such replacement equipment.

The CHSR may inspect items of plant or equipment brought to site by the PC for use on site. Should the CHSR deem that it is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, he must advise the Contractor in writing and the Contractor must forthwith remove or have repaired the item from the site and replace it with a safe and adequate substitute which does not entitle the PC to any additional claims or extension of time in respect of delays caused by the CHSR's instructions.

7.2.61	Roof Work
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The PC must ensure compliance with OH&S Act - General Safety Regulation 10. Safe access for gaining access on to roofs must be provided which can be ladders, scaffolding, man-cages, or elevated work platforms. Man-cages and elevated work platforms may only be used where scaffolding, and ladders is not suitable.

A lifeline, consisting of a steel wire rope, the diameter which has been calculated to suit the span and the number of persons attached to it must be erected on the ridge of the structure including the use of a mechanical device, e.g., turnbuckle, for tensioning the wire rope.

The lifeline to be erected/installed, must be recorded on register, and checked daily by a suitably qualified, competent, appointed person. Employees working on the roof must be clipped onto the lifeline via their safety harnesses. No work may be permitted during rain or windy conditions more than 30 kph.

Roof structures must not be overloaded with bundles of roofing materials. Only bundles for immediate use must be stacked onto the roof structure. Bundles must be sufficiently secured to the structure to prevent it from being blown away or falling off. No materials may be permitted to be stored on the roof structure over weekends or holidays.

7.2.62	Safety meetings: Pre-start, Review etc.
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The PC must ensure compliance with OH&S Act, Section 19. Weekly Toolbox meetings must be conducted with employees. Topics for Toolbox Meetings must be pertinent to the site, equipment used, activities performed, SHE committee resolutions. Records of contents of Toolbox Meetings as well as attendance records must be kept on the SSHSF.

The PC must conduct at least one formal Health and Safety Meeting per month or at shorter intervals if required by the CHSR. Safety Representative Inspection reports contents must be discussed in addition to items such as Safety Statistics for the Month, PPE Issues, training requirements, CHSR Audit reports and results etc.

Daily Safe Task Instructions (DSTI) briefings must take place with each work team before the start of each shift. Hazards and risks as well as the required risk reduction measures must be communicated to workers. The Supervisor, CHSO and workers must sign the DSTI before work commences. At the end of the shift after the required close out check and signing, the DSTI's must be signed off and filed.

Weekly Safety Review Meetings of all safety related aspects of the week must be conducted. OHS must be a standing item on Planning and Progress Meeting Agenda's and attended by the CHSO.

7.2.63	SHE Representatives and Committees
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The PC and Sub-Contractors to comply with Section 16 and 17 of the Act by allowing for and ensuring that Health and Safety Representative(s) whom, after consultation, have been appointed and trained to carry out their functions.

The appointments must be in writing and the Health and Safety Representative must carry out regular inspections, keep records and report all findings to the CHSO. The CHSO must co-ordinate at least monthly H&S Committee meetings and attend all H&S committee meetings held by the Contractors. The CHSO shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the H&S committee meetings are to be discussed at internal meetings, as well as all H&S related issues, incidents, non-conformances, and penalties issued (if applicable).

Feedback to the CHS committee and close out of findings is imperative. Minutes of meetings must be kept for all H&S interventions and meetings. Minutes of meetings must be filed on the SSHSF.

7.2.64	CHSO Roles and Responsibilities
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The PC must ensure that the CHSO performs the following duties:

- Assist and co-ordinate the development of the SSHSP.
- Attend Project Planning Meetings.
- Assessment and approval of Sub-Contractors SSHSP's.
- Facilitation of Site HS Meetings.
- Identification of Hazards and risks relevant to the construction project through regular co-ordinated site inspections.
- Establish and maintain HS communication structures, systems, and distribution of HS specific documents to sub-contractors, compiling of project specific emergency preparedness documentation and supervising testing and evaluation of emergency preparedness plans.
- Conducting of induction training sessions.
- Evaluation of compliance by sub-contractors to project specific HS Plans and Client specification through inspections and audits.
- Overseeing the reporting and investigation of project related incidents.
- Overseeing the maintenance of all HS related records.
- Participation in management reviews of HS Systems.
- Draft and analysis of trend analysis to identify system deficiencies and incident trends, outline relevant improvements and incorporate changes into the HS management system.
- Reviewing and updating the SHE Plan.
- Ensuring that all staff, visitors, sub-contractors etc comply with the site rules and procedures.
- Ensure that no new workers or Contractors commences work without prior approval of their SSHSP or any other documentation as per required applicable legislative documentation.

- Ensuring that no work will be permitted to be performed without a valid RA and where required Method Statement as agreed with CHSR until such documentation has been approved by the CHSR.
- Any other duties as agreed between Construction Manager and/or CHSR.

The CHSO may not be removed or replaced without the approval of the CHSR, nor may the site be left unattended for more than 1 day without adequate, competent cover.

7.2.65	Signage
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The PC must ensure that signage is posted on site as per site risks, legislative requirements e.g., General Safety Regulations or SANS, prohibiting entrance, specifying PPE requirements, location of First Aid Station and Fire Fighting Equipment etc. Signage must be noted on the site layout plan indicating where fixed/temporary signage is required.

Temporary electrical signage is to be included for the temporary electrical supplies. All rules or signage provided by the PC must to be adhered to. Where possible wording on signage must be in English and isiZulu.

7.2.66	Site Clearance
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Site Clearance activities will vary depending on the condition of the site in terms of it being overgrown, if trees must be removed if redundant materials must be removed from site etc. All site clearance activities irrespective of what it entails must be conducted under supervision and subjected to the Risk Assessment Process as well as the development of SMS's (SWP's).

Where the site is overgrown with vegetation, RA's must make provisions for the presence of snakes, poisonous vegetation, sharp objects, open trenches and excavations and insects. All tools, equipment vehicles and machinery must be in a safe working condition and operated by trained competent persons. Employees must be provided with the required PPE.

7.2.67	Site Establishment
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Site establishment can only be deemed complete when the site is enclosed, signage is posted, welfare facilities have been provided, containers have been placed etc. Upon site establishment being deemed as complete the PC must refer to the "Site Establishment Checklist" under item 12.6.1 which can be found under Annexures at the end of this document. Only once all items have been ticked as being present/completed can the PC proceed with other construction activities.

The checklist as indicated above must be signed by the CHSO and the CR8.1/CR8.7 and submitted to the CHSR. Should the CHSR upon conducting a site visit/audit and find that site establishment was not

completed before commencing with other construction activities the CHSR may issue instructions to cease construction work until all outstanding items have been attended to.

7.2.68	Site Layout Plan
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The PC must ensure that a Site Layout Plan is developed and submitted with the SSHSP as indicated in Annexure C of this document. This document must indicate items such as Location of the Site Office, Laydown areas, Location of welfare facilities, Traffic routes, location of first aid and emergency equipment etc. After Site establishment and as the project progresses the plan must be updated if required and a copy provided to the CHSR. The Location Plan must be displayed at the entrance to the site as well as at the site office.

7.2.69	Site Specific Health and Safety Rules
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The PC must provide and ensure implementation and compliance with the following Site-Specific Health and Safety Rules and requirements:

- Safe Access and Egress to be provided to and from work areas.
- Good Housekeeping and Stacking Practices to be implemented and always maintained.
- Continuous cleaning to take place especially at the end of the shift and be recorded in DSTI "close out" Section.
- Safe and orderly routing of electrical cables and air hoses to prevent tripping of persons must be always enforced.
- Rigging Studies must be conducted for all heavy and/or difficult lifts.
- No lifting of loads in windy conditions exceeding 30 km/h depending on RA, Rigging Study, dimensions and weight of the load and lifting capability of the crane.
- Prohibition of certain activities in wet conditions e.g. un-shored excavations, use of portable electrical equipment, elevated work, roof work etc.
- Employees may not be transported on the back of a bakkie and or truck, unless fitted with a canopy and separated by means of a barrier from tools and equipment.
- All elevated work must include compulsory use of Lifelines (unless secured to an approved fixing point), Safety Harnesses & Fall Arrestors including a height rescue system and training of rescuers. To comply with SABS-EN –353-355,358,360-365,795,813&SABS033, 1833, 341,564-567,892,1891,12277 and 4878 -Fall Right SA standards or equivalent - always attached in elevated positions and use of double lanyards.
- Scaffolding must comply with SANS 10085 standards. Scaffold inspectors and Erectors may not be the same person. Access ladders must be erected on the inside of frames, staggered every 2 meters with a safe landing platform. Trapdoors must be provided on working platform. Scaffold must remain tagged "Unsafe for use" until certified "Safe for use". If modified to be re-tagged "Unsafe for use: until certified 'Safe for use'".

- Where required workbenches must be provided for onsite work.
- Barricading must be able to sustain loads imposed on it, should a fully grown person fall against it or lean against it, solid frame covered with orange netting to highlight presence.
- Tools and equipment used in working at heights to be secured by use of lanyards/Tool belts.
- Minimum PPE required to permit entry onto site: Safety boots, Hard Hat and Reflective Vest.
- When grinding, welding and gas cutting operations take place Shields and extinguishers must be used to contain sparks and control fire spread. Fire watchers to be posted whenever Hot Work is conducted.
- Guide ropes must be used whenever lifting operations are conducted.
- Flagmen must wear reflective vests.
- Heavy mobile plant and earth moving equipment must be fitted with rotating lights and operated with lights on and functional reverse hooters and/back up alarms.
- Concrete buckets to be fitted with safety Chains and opening wheels.
- All portable generators and welding machines with electrical outlet sockets must be fitted with earth leakage switches.
- All electrical items used in wet conditions must be fitted with waterproof caravan type plug fittings.
- No machinery e.g. grinder designed with guards may be operated without guards unless approved by CHSR.
- All Self- Propelled mobile machines must be fitted with Fire Extinguishers, Revolving Lights and Back-up and Reverse Hooters.
- All oxygen –acetylene cylinders must be fitted with Flashback Arrestors and proper, good condition hoses and clamps in a trolley equipped with a fire extinguisher.
- Supervision ratios between Foreman and workers not to exceed 1:15 ratio.
- Staff to always wear appropriate PPE with sufficient replacements to being available.
- All employees on site to carry identification e.g. ID card reflecting the following information:
 - Initials and surname.
 - Designation.
 - Company number.
 - Name of Employer,
 - and proof of induction, sticker on hardhat unless otherwise agreed with CHSR.

Welfare Facilities to:

- Be protected from environmental conditions such as rain, sun, and wind.
- Tables and Chairs to be provided in eating areas.
- Refuse bins for disposal of food containers and food scraps.
- Hand washing facilities.
- Portable toilets 1:10 ratio.
- Separate male and female toilets with doors that can be locked from the inside.
- Running water, soap, and toilet paper to be always available at toilets.
- All facilities to be always kept in neat hygienic condition.

7.2.70	Smoking on site
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The PC may not permit any person to smoke on site unless in designated area, which has clearly been identified by means of signage being posted indicating it as the designated smoking area which has been selected in accordance with applicable legislative requirements. Applicable receptacles must be provided for the disposal of cigarettes butts to ensure good housekeeping standards are maintained and prevent accidental fires being started.

7.2.71	Speed Restrictions and Protections
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The maximum speed limit on site shall be limited to 10 km/h unless otherwise agreed upon with the CHSR. Vehicle movement routes on site must be clearly indicated where applicable and indicated on the Site Layout Plan.

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

7.2.72	Stacking and Storage of Materials
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The PC must ensure compliance with CR 28 and General Safety Regulations 8. Stacking and Storage must take place under the supervision of an appointed competent person.

Storage areas must be designated, kept neat and under control. Inspections of stacking and storage areas must be done and recorded on a register which must be kept on the SSHSF. Adequate stacking, storage and lay down areas must be provided on site. If unauthorized persons can enter an area where materials are stacked, such area must be barricaded off to prevent access to such area. Stacks should not exceed the height to width ratio of 3:1.

Hazardous chemical substances must be stored in dry storeroom as per the specifications of their material safety data sheets.

No materials may be stored outside the site perimeter, unless agreed to in writing with the CHSR and Project Leader.

7.2.73	Structures and Temporary Works
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The Principal Contractor must ensure that the provisions of CR 11 & 12 are adhered to.

A Competent Temporary Works Designer must be appointed as per CR 12(1). All temporary works must be erected under the supervision of the appointed Temporary Works Supervisor who will be responsible to certify that the structure is suitable to withstand the loads imposed on it when concrete is poured. No concrete may be poured until authorised to do so by the Temporary Works Supervisor in writing.

All temporary works structures must be inspected by the Temporary Works Supervisor/s after concrete pouring and thereafter daily until the concrete has cured. Temporary works materials or sections may only be removed or dismantled upon receiving authorisation from the appointed Temporary Works Supervisor in conjunction with the Structural Engineer. Records of all inspections and authorisation to dismantle temporary works materials must be kept in the SSHSF.

7.2.74	Sub-Contractors
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All Sub – Contractors shall be responsible for their own Health and Safety on site. The PC shall sign Section 37(2) mandatory agreements with the Sub – Contractors for the works, which stipulate the arrangements and procedures to ensure compliance by the Sub-Contractor and his/her employees with the requirements of the OHS Act, Act 85 of 1993, CR and the SSHSS.

All subcontractors must have their own SSHSP applicable to the scope of work they will be performing on site, which has been approved in writing by the PC's CHSO. Records of such approval letters must be kept on the PC's as well as the Sub-Contractors SSHSF.

The PC **may not** permit any Sub-Contractor to start working on site without his SSHSP being approved. The PC's failure to ensure compliance with any of the abovementioned and to monitor Sub – Contractor's compliance on site may be seen as failure by the PC to enforce good SHE Practises, Compliance with the Act, CR and this SSHSS and may result in the CHSR issuing instructions to cease work.

7.2.75	Transportation of Workers
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The PC and Sub-Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle separated/partitioned off from the area where workers are seated in which to store such goods or tools.
- Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
- Permit workers to stand or sit on the edge of the transporting vehicle.
- Transport workers in light duty vehicle (LDV) unless they are closed / covered and have the correct number of seats for the passengers.
- No driver may transport more than six people on the back of a 1-Ton LDV and more than four passengers on the back of a ½-Ton LDV.
- The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV. Drivers of such vehicles must have a valid driver's license for the code of vehicle being driven by them.

7.2.76	Trespassing
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The PC and his employees may not trespass on any land/area outside the limits of the site, as indicated at the time of Site Handover, and must communicate such requirement to his sub-contractors. The PC must ensure that all fences are maintained during the Contract.

The PC and his employees are required to work only in the specified construction areas and access to these areas is only by specified routes. Should access routes change due to work related issues on site such routes with applicable restrictions must be communicated to the employees. Changes in routes must go with the required barricading and signage to prevent unauthorised persons from using such routes to access the site where such routes may enable unauthorised persons from entering the site,

Where changes in routes may have a negative impact on the day-to-day functions of persons other than that of the PC such changes in routes must take place in consultation with such affected parties.

7.2.77	Toolbox Talks
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The contractor must prepare a Toolbox Talk on a weekly basis and must share it with all personnel for which the contractor is responsible (including all sub-contractors). Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site and must include information and / or knowledge sharing, lessons learnt from incidents that have occurred, information concerning specific hazards and / or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the contractor's SSHSF.

7.2.78	Vehicles and Traffic Management
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The PC must ensure compliance with OHS Act- Construction Regulations 23 and that all vehicles entering the site, moving around on the site, parked on site, and exiting the site does so in a safe manner. In addition to the abovementioned, the following must be adhered to:

- Vehicles parked outside the site area must be parked in such a way as to not obstruct the movement of public vehicles nor put the public in danger in any way.
- Contractor's vehicle drivers must comply with all safety direction and speed signs.
- Drivers must ensure that vehicle loads are properly secured before setting the vehicle in motion.
- The Contractor must only permit the authorized, necessary number of vehicles on site.
- Traffic rules and signs such as speed signs; stop signs must be always obeyed.
- No vehicles may be left with the engine running or the keys in the ignition.
- Warning signage must be posted on the outside of site entrances of the site to make road users aware of vehicles entering or exiting the site.

7.2.79	Ventilation
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The PC must implement and comply with OH&S Act - Environmental Regulation 5. Any activity/task, which generates excessive dust such floor sanding, or fumes, such as welding where natural ventilation is not sufficient to ensure the provision of a safe working environment must include the use of an exhaust extraction system. Care must be taken to ensure that outlets of exhaust extraction system do not pose a risk to the health and safety of other persons on or outside the site or contaminate other ventilation system intakes.

7.2.80	Vibration
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As far as is reasonably practicable, exposure to vibration must be eliminated. However, if this is not possible, short-term solutions to decrease exposure include:

- Reducing the vibration levels.
- Removing the person from the vibrating equipment / tools.
- Reducing the period that the person works with the vibrating equipment e.g., at least 40 minutes break after 20 minutes working with a machine that vibrates excessively.

To reduce exposure to vibration:

- Consider buying equipment that operates effectively at lower speeds.
- Buy equipment with built-in damping materials.
- Buy lighter tools if they are available - they require less of a grip.
- Maintain the equipment.
- Make sure equipment is balanced and there are no worn parts.
- Use remote controls when they are available.
- Workers must be informed to reduce their grip on the equipment when it is safe. The less time they have their hands on the equipment the better. They need to relax their hands during these brief breaks.

7.2.81	Visitors to Site
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The PC must ensure that all Visitors to the site are subjected to a site-specific safety induction training session prior to being allowed access to site. Visitors are required to conform to the Site PPE requirements and should arrive at site with the appropriate PPE, with the minimum being safety boots/shoes, hard hat and a vest.

Visitors must not be permitted to roam around on site without being accompanied by a representative of the PC, so as to make them aware of on-site hazards, risks, No-Go areas etc.

7.2.82	Waste Management
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The PC must ensure that a Waste Management Plan must be developed which must be submitted with the SSHSP as indicated in Annexure C. It must be kept in mind that a site with areas overflowing with waste creates health hazards, attracts rodents and a poor image of the company.

Sufficient receptacles and designated stored areas must be provided which must be cleared frequently. Consideration must be taken of the types of waste generated and where required waste separation must form part of the Waste Management Plan. Environmentally hazardous waste such as empty paint tins, fluorescent light fittings, asbestos etc must be disposed of in line with applicable legislative requirements.

7.2.83	Water Management
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The PC must keep in mind that South Africa is a country with limited water resources. Water may only be obtained on site, as per contract stipulations. The PC may not make unauthorised water connections. Where water is brought onto site by means of water tankers the PC must ensure that the water is suitable for its intended use.

The PC must communicate to all workers the importance of water conservation and management. Run-off water from washing and cleaning activities must be managed in a controlled manner to not create areas where water becomes stagnant contributing to the creation of areas for mosquitos to breed. Run-off water must also not contribute to the creation of slippery surfaces. It is recommended that taps are of the press-button type to reduce water wastage.

No hazardous substances such as paints, oils etc may be disposed of into drains, and sewers.

7.2.84	Welding, Grinding, Cutting etc.
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The PC must comply with the requirements of the OHS Act-Construction Regulation 29. The Pc must also ensure the following:

- That all equipment used is in a safe working condition.
- That Hot Work Permits have been issued by the appointed Competent Person.
- That where required the necessary screens have been erected to protect against harmful rays and sparks.
- The presence of close proximity fire extinguishing equipment.
- Dampening down takes place where required.

7.2.85	Welfare Facilities
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The PC must implement and comply with Construction Regulation 30. PC to ensure:

- Sufficient chemical ablution facilities on site where connection to existing sewer system is not possible.
- Separate facilities must be provided for males and females with gender signs posted at entrance or on door.
- Ablutions must be serviced weekly as a minimum.
- Safe drinking water must be provided to employees.
- Safe, clean storage areas for workers personal belongings and clothing to be provided.

7.2.86	Working at Heights
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The PC must implement and comply with OH&S Act - General Safety Regulation 6 & Construction Regulation 10. Note: The following must be implemented in conjunction with the requirements for Elevated Work and the Fall Protection Plan as covered earlier in this document:

- If personnel are required to work in any area, which is not guarded, which has a fall risk, either above or below ground, fall protection equipment must be provided and utilised by the personnel. Fall protection includes Safety harnesses and double lanyards with the correct hooks, approved lifelines, or other approved means.
 - All harnesses must comply with SABS/EN/EC Standards and must be in a "good state", inspected using a comprehensive inspection checklist, and "in-date" as per manufacturing guideline.
 - All persons working in a fall risk position, e.g., scaffolding, formwork/false work, support work, roof work, etc. must be trained for working at heights with a minimum of an Accredited Fall Arrest Course compliant to applicable SAQA Unit Standards.
 - The supervisor of the work relating to the fall risk area must be trained at a minimum level of a SAQA Accredited Fall Arrest and Basic Rescue Course.
 - A Rescue Kit (Contents of the Rescue Kit as per the Fall Protection Plan, and as determined by the type of working from a fall risk position that is being conducted on site) must be always available on site.
 - The site must have at least one Accredited Fall Arrest Rescue Co-Coordinator on site who will co-ordinate the rescue operation.
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CONTRACTORS HEALTH AND SAFETY DECLARATION FOR TENDERS

INTRODUCTION

In terms of Construction Regulation 5(1) (h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Site Specific Health and Safety Specification attached in the tender document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction work under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Site Specific Health and Safety Specification
4. I confirm that I may not commence with any part of construction work under the contract until the Client has approved my OH&S Plan in writing.
5. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Site-Specific Health and Safety Specification
 - b) Approved Construction Occupational Health and Safety Plan
 - c) Occupational Health and Safety Act, Act 85 of 1993, and
 - d) Construction Regulations of February 2014.
 - e) Any other documentation as specified in the SSHSS or as required by the CHSR.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulations 2014, and accept that my tender will be rejected.

Signature:

Date:

(Person duly authorised to sign on behalf of Tender)

Contractual Issues

Acceptance by the Principal Contractor of the contract with KZN DOPW shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

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

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

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

7.4.

ANNEXURE D BASELINE RISK ASSESSMENT

Please note that this is a Baseline Risk Assessment, Contractor to perform detailed Issue Based and Continuous Risk Assessments in sequence of the activities anticipated of being performed.

SOKHULU CLINIC WIMS NO: 063049													
Project:													
REF NO	RISK ASSESSOR				REVISION	0	DATE						
Likelihood		Consequence			RISK = LIKELIHOOD X CONSEQUENCE		Score	RISK RANKING					
Rare	1	Negligible	1					0-5	1				
Unlikely	2	Minor	2					6-10	2				
Possible	3	Moderate	3					11-16	3				
Likely	4	Major	4					17-20	4				
Almost certain	5	Severe	5					21-25	5				
Ref Nr	Activity		Potential Hazard		Potential Risk		S	H	E	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking
1	Vehicles accessing and exiting the site		1.1. Vehicles can run out of control due to mechanical failure etc.		1.1. Collisions with pedestrians, buildings, other vehicles. etc		x			4x5=20	1.1. Vehicle Maintenance records plus pre-trip inspection to be available before permitting	2x5=10	2

	Totals		Pure Risk			76			Residual Risk		35	
Ref Nr	Activity	Potential Hazard	Potential Risk	S	H	E	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking		
2.	Manual Offloading of materials	2.1. Sharp Edges	2.1. Cuts to hands etc.	X			3x3=9	2.1 Use of hand Protection etc.	2x1=2	1		
		2.2. Incorrect Lifting methods	2.2. Back strain, injury etc.		H		3x2=6	2.2. Training in correct lifting methods etc.	2x2=4	1		
		2.3. Hands caught between surfaces.	2.3. Bruising, Fractures etc.	X			3x2=6	2.3. Awareness Training etc	2x1=2	1		
		2.4. Flammable substances	2.4. Fires, Explosions Burns etc.	x			3x3=9	2.4. Storage in correct sealed containers etc.	1x1=1	1		
		2.5. Spillage of fuel	2.5. Contamination of Soil etc.			x	3x2=6	2.5. Storage in correct sealed containers etc.	1x1=1	1		
	Totals		Pure Risk			36			Residual Risk		10	
Ref Nr	Activity	Potential Hazard	Potential Risk	S	H	E	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking		

3.	Clearing Vegetation	3.1. Use of Brush Cutters by incompetent operators	3.1. Contact with high speed, sharp edges resulting in cuts and lacerations .etc	X		3x4=12	3.1 .Training of Operators etc.	2x2=2	1
		3.2. Use of slashers by incompetent users	3.2.Sharp edges resulting in cuts etc.	x		3x3=9	3.2. Training of Users etc.	2x2=2	1
		3.3. Venomous Snakes and poisonous insects	3.3. Respiratory failure, organ failure, death etc.		x	3x5=15	3.3. Snake Awareness training and treatment facility identified	3x2=6	2
		3.4. Sharp objects	3.4. Cuts, infections Etc.	X	X	1x3=3	3.4. Use of gloves, Pre-cut Checks etc	3x1=3	1
		3.5. Flammable substances	3.5. Fire, explosions, Burns etc	X	X	3x3=9	3.5. Use of approved containers etc.	3x1=3	1
		3.6. Spillages	3.6. Contamination of Soil etc.			3x6=6	3.6. Training in correct re-fuelling	2x1=2	1

	5.2. Material may have sharp edges	5.2. Cuts to hands, skin penetrations etc.	x			3x2=6	5.2. Use of correct hand protection etc	1x1=1	1	
	5.3. Persons/limbs being struck with tools/items.	5.3. Bruising, fractures etc.	x			2x1=2	5.3. Training and Competent supervision etc.	1x1=1		
	5.4. Unknown location of underground services.	5.4. Accidental contact with electricity/water supplies etc.	x			3x4=12	5.4. Reference to drawings, use of detection equipment etc.	1x2=2	1	
	5.5. Hot Environmental Temperatures.	3.5. Heat exhaustion, sunburn etc.	x			3x3=9	5.5. Adequate water supplies, use of sunscreen creams etc.	1x1=1	1	
	Totals		Pure Risk			38	Residual Risk	6		
Ref Nr	Activity	Potential Hazard	Potential Risk	S	H	E	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking
6.	Stacking and Storage	6.1. Collapse of Stack.	6.1. Collapsing material may injure persons, cause tripping	X			3x3=9	6.1. Inspection of stacks, use of checklist, supervision	1x1=1	

		Ingestion of harmful bacteria could take place	infections resulting in diarrhea etc.							appropriate hand protection, good personal hygiene practises etc.		
		8.4. Possible presence of methane gas	8.4. In the presence of an ignition source could lead to explosion etc.	x				2x4=8	8.4. Test for presence of methane gas, ensure ventilation of system, avoiding ignition sources etc.	1x2=2	1	
Totals								28	Residual Risk	7		
Ref Nr	Activity	Potential Hazard	Potential Risk	S	H	E	Pure Risk	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking	
9.	Chiselling/Hammering	11.1. Use of poor condition hand tools	11.1. Tools breaking during use, causing risk of injuries etc	X			3x3=9		11.1. Tool inspections, use of checklists, Supervision etc.	1x1=1	1	
		11.2. Struck by tools when being used	11.2. Incompetent user resulting in incorrect use	X			2x2=6		11.2. Competent trained user,	1x2=2	1	

		close proximity to excavations.	resulting in vehicles toppling over, and workers being trapped etc.						posting of signs, designated vehicular routes etc.		
		12.9. Use of unsafe hand tools.	12.9. Could result in injuries to hands etc	x				3x2=6	12.9. Hand tool inspections and checklists usage etc.	2x1=1	1
		12.10. Incompetent user of hand tools.	12.10. Persons could strike each other with picks or shovels etc.	X				3x3=9	12.10. Training in correct use of hand tools, Supervision to monitor .etc	2x1=2	1
		12.11. Poor ergonomics.	12.11. May result in musculoskeletal injuries etc		X			3x3=9	12.11. Regular breaks etc.	2x2=4	1
		12.12. Natural elements, sun wind rain.	12.12. Heat stroke, sun burn etc.	x				3x2=6	12.12. Monitoring exposure, sufficient	2x1=2	1

	13.3. Incompetent Operator	13.3. Incompetence of operator could result in failure of equipment, incorrect use etc resulting in injuries, death, damage etc.	x		3x5=15	13.3. Proof of Competency for operator to be present on site etc.	2x2=4	1
	13.4. Persons under suspended load	13.4. Should the load it could result in serious injuries, damage and even death etc.	X		4x5=20	13.4. Lifting zone to be demarcated, banksman to raise siren when lifting starts, no authorized person in lifting zone etc	1x1=1	1
	13.5. Inclement weather	13.5. Could cause control over the load being compromised,	X		3x5=15	13.5. Weather forecasts to be consulted,	2x2=4	1

		trusses	by trusses etc.					supervision. use of stays etc.		
		18.2. Working from a fall risk position	18.2. Falls , fractures death etc.	X			3x4=12	18.2. Fall arrest equip, working at heights training, etc.	2x3=6	
		18.3. Untrained erectors	18.3. Falls, struck by trusses etc.	X			3x3=9	18.3. Training, Supervision etc.	2x2=4	
		18.4. Falling tools	18.4. Struck by tools, cuts, bruising etc.	X			3x2=6	18.4. Tool belts, lanyards etc	2x1=1	
		18.5. Use of unsafe scaffolding	18.5. Collapse, falls, fractures etc.	X			3x4=12	18.5. Competent Erectors & inspectors etc.	2x3=6	
		18.6. Physical Exertion etc	18.6. Muscular strain, exhaustion etc.	x			3x2=6	18.6. Work Breaks, good ergonomic practises training etc.	1x2=2	

Ref Nr	Activity	Potential Hazard	Potential Risk	S	H	E	Pure Risk	Mitigation Measures	Residual Risk	Risk Ranking
18.	Retaining wall construction/Paving, aprons/V drains, walkways, floor slabs, tiling etc.	26.1. Sharp edges	26.1. Cuts.	X			3x2=6	26.1. Hand protection, Supervision Etc.	2x1=2	1
		26.2. Physical Exertion.	26.2. Muscular strain.	X			3x2=6	26.2. Training, Sufficient labour, supervision etc.	2x2=4	1
		26.3. Poor Working Posture.	26.3. Muscular strain, Joint strain, back strain.	x			3x3=9	26.3. Regular breaks, Knee pads, Training, Supervision etc	2x2=4	1
		26.4. Hazardous Chemical Substances.	26.4. Respiratory tract, Eye, Skin irritation etc.	X			3x2=6	26.4. PPE, Hazard training, Supervision etc.	2x2=4	1
		26.5. Strenuous climatic conditions.	26.5. Heat exhaustion, dehydration, etc.	X			3x3=9	26.5. Water intake, work breaks, long sleeve clothing, hard hat	2x2=4	1

[illegible]

ITEM	PURE RISK	RESIDUAL RISK
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Item	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	+
1. Vehicle entry and Exiting.																					
2. Manual Offloading																					
3. Vegetation Clearing																					
4. Container Placing																					
5. Fencing/Hoarding																					
6. Staking/Storage																					
7. Temp Service Connection.																					
8. Working on Sewer Systems.																					
11. Chiseling, hammering																					
12. Excavations																					
13. Lifting equipment																					

7.6.

ANNEXURE F
DRAFT OHS BILLS OF QUANTITIES.

HEALTH AND SAFETY IMPLEMENTATION AND MANAGEMENT COSTING

Due to the nature of this project, the contractor must keep this page updated as work progresses. Items may be added or deleted if required.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (Indicative)	RATE	AMOUNT (a)x(b)
1	MEDICALS					
1.1	Pre-employment medical	Nr.				
1.2	Psychological medical for working at heights	Nr.				
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.				
1.4	Medical for working asbestos	Nr.				
1.5	Routine medical as per requirement of job activities	Nr.				
1.6	Re-medicals - yearly	Nr.				
	OTHER ITEMS					
	TOTAL					
2	PERSONAL AND GENERAL PROTECTIVE EQUIPMENT					
2.1	Overalls Blue					
2.2	Hard Hats					
2.3	Safety Boots/Shoes. Steel toecap Gumboots					
2.4	Gloves					
2.5	Hearing Protection					
2.6	Eye Protection					
2.7	Reflective vests					
2.8	Orange Star Netting - 1.2m High	m				
2.9	Orange Plastic Road cones	Nr.				
2.10	Plastic Reinforce Caps (Rebar)	Nr.				
2.11	Dust masks	Nr.				
	OTHER ITEMS					
	TOTAL					

3	FIRE FIGHTING								
3.1	Fire extinguishers - 4.5Kg					Nr.			
3.2	Training					Nr.			
3.3	Surveys					Nr.			
3.4	Other - Drip trays					Nr.			
	OTHER ITEMS								
	TOTAL								
4	HEALTH AND SAFETY PERSONNEL								
4.1	Safety Manager (50%)					Nr.			
4.2	Part Time Safety Officer (2x days a week)					Nr.			
4.3	Full time Safety Representatives (if required)					Nr.			
4.4	Fire Watchers					Nr.			
4.5	First aiders					Nr.			
4.6	External auditors' costs					Nr.			
4.7	Occupational hygienist					N/A			
4.8	Construction Phase SHE Plan								
	OTHER ITEMS								
	TOTAL								
5	FACILITIES								
5.1	Provision of ablution facilities					Nr.			
5.2	Service and maintenance of ablution facilities					Nr.			
5.3	Provision of eating areas					Nr.			
5.4	Cleaning of Lay down and other storage areas					Nr.			
5.5	Wash hand basin					Nr.			
5.6	Hot and Cold running water					Nr.			
	OTHER ITEMS								
	TOTAL								
6	FALL PREVENTION / PROTECTION								
6.1	Safety harnesses with double lanyards					Nr.			

6.2	Lanyard extenders	Nr.				
6.3	Scaffold hooks	Nr.				
6.4	Lifelines and vertical fall arrest systems	Nr.				
6.5	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.6	Temporary hand railing material and kick flats	Nr.				
6.7	Inspection for approval of equipment (AIA)	Nr.				
6.8	Chin Straps/Wristbags/Wrist straps	Nr.				
	OTHER ITEMS	Item				
	TOTAL					
7	VEHICLE / MOBILE EQUIPMENT UPGRADE FOR USE ON SITE					
7.1	Raised lights	Nr.				
7.2	Rotating orange light	Nr.				
7.3	Flag as per procedure	Nr.				
7.4	Fire extinguisher - 4.5Kg	Nr.				
7.5	First aid box	Nr.				
7.6	Reflector tape	m				
7.7	Danger Tape	Rolls				
7.8	Signage	Nr.				
7.9	Roll over & fall over protection	N/A				
7.10	Safety belts for all passengers (LDV)	N/A				
7.11	Wheel; Chocks	N/r				
7.12	Directional control Signage	N/r				
	OTHER ITEMS					
	TOTAL					
8	LIFTING MACHINERY AND EQUIPMENT					
8.1	Annual inspections and load testing as per legal requirement	Nr.				
8.2	Certification of all lifting gear during the course of the project	Nr				
8.3	Third Party Inspections	N/r				
8.4	Inspections for approval of equipment (AIA)	N/r				
8.5	Slings	N/r				
8.6	Chains	N/r				

	OTHER ITEMS								
		TOTAL							
9	INSURANCES								
9.1	COVID cover for the project				Nr.				
9.2	Liability insurances				Nr.				
		TOTAL							
10	FIRST AID								
10.1	First aid boxes				Nr.				
10.2	Rescue equipment and stretchers				Nr.				
10.3	Replenishment of boxes and other supplies				Nr.				
10.4	Hazchem Spill kits				Nr.				
	OTHER ITEMS								
		TOTAL							
11	TRAINING								
11.1	SHE Representative				Nr.				
11.2	Supervisor A2 (No cost)				Nr.				
11.3	First Aid Level 1				Nr.				
11.4	Fire Fighting				Nr.				
11.5	Legal Liability				Nr.				
11.6	Scaffold Inspector								
11.7	Scaffold Erector								
11.8	Basic Working at Heights								
	OTHER ITEMS								
		TOTAL							
12	SIGNAGE								
12.1	All signage as required by law: regulatory, warning and information				Nr				
	OTHER ITEMS								
		TOTAL							

13	ELECTRICAL							
13.1	Locks required for lockouts		Nr.					
13.2	Tags		N/r					
13.3	Permit Books		N/r					
13.4	Callipers		N/r					
13.5	Key Safes		N/r					
	OTHER ITEMS							
	TOTAL							
14	PLANT & SCAFFOLDING							
14.1	Telescopic Hoist		month					
14.2	TH-Driver		month					
14.3	Scaffolding		month					
	OTHER ITEMS							
	TOTAL							

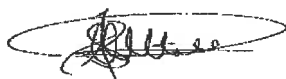
7.7.	ANNEXURE G: ACCEPTANCE OF SSHSS BY DESIGNERS
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By virtue of the appointee's signature, he /she acknowledges that they have received a copy of this document and understands the contents thereof. They also acknowledge that should there be any part of this document which needs clarification the onus lies with the appointee to engage with the appointed CHSR to obtain such clarification.

Organisation	Designation	Initials and Surname	Signature	Date

Prepared by: S.F Ntuli

Signature:



Date: 20 August 2024

HEALTH AND SAFETY IMPLEMENTATION COSTING

Contractor to give a breakdown of his Health and Safety costs on this sheet.

ITEM	DESCRIPTION	UNIT	QUAN- TITY	MONTHS (indicative)	RATE	AMOUNT
			(a)		(b)	(a) x (b)
1	MEDICALS					
1.1	Pre-employment medical	Nr.	-			
1.2	Re-medicals - yearly	Nr.	-			
	TOTAL					
2	PERSONAL PROTECTIVE EQUIPMENT					
2.1	Overalls	Nr.				
2.2	Hard Hats	Nr.				
2.3	Safety boots/shoes	Nr.				
2.4	Gloves	Nr.				
2.5	Gumboots steel toe cap	Nr.				
2.6	Safety glasses	Nr.				
2.7	Reflector Bibs	Nr.				
2.8	Barricading Material	M				
2.9	Dust masks	Box	20			
	TOTAL					
3	FIRE FIGHTING					
3.1	Fire extinguishers - 4.5Kg	Nr.				
3.2	Surveys - Annual Service	Nr.				
	TOTAL					
4	HEALTH AND SAFETY PERSONNEL					
4.1	Safety Manager	Nr.				
4.2	Safety Officer	Nr.				
4.3	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.				
	TOTAL					
5	FACILITIES					
5.1	Provision of ablution facilities	Nr.				
5.2	Service and maintenance of ablution facilities	Nr.				
5.3	Provision of eating areas	Nr.				
5.4	Cleaning of Lay down and other storage areas	Nr.				
5.5	Wash hand basin	Nr.				
5.6	Hot and Cold running water	Nr.				
5.7	Degreasing & Toilet soap	Nr.				
	TOTAL					
6	FALL PREVENTION / PROTECTION					
6.1	Safety harnesses with double lanyards	Nr.				
6.2	Safety harnesses with Scaffold hooks	Nr.				
6.3	Lifelines and vertical fall arrest systems	Nr.				
6.4	Scaffolding – material, erection and inspection (Estimate for project)	Nr.				
6.5	Temporary hand railing material and kick flats	Nr.				
6.6	Chin Straps	Nr.				
	TOTAL					
7	FIRST AID					
7.1	Replenishment of boxes and other supplies	Nr.				



|

TOTAL|

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|

|

8	TRAINING					
8.1	SHE Representative	Nr.				
8.2	First Aid Level 1	Nr.				
8.3	Fire Fighting	Nr.				
	TOTAL					
9	SIGNAGE					
9.1	All Signage as required by Law, regulatory, warning and information	Nr.				
9.2	Posters for awareness	Nr.				
	TOTAL					
10	ELECTRICAL					
10.1	Replacement of Locks required for lockouts	Nr.				
10.2	Replacement of tags	Nr.				
10.3	Replacement for Permit books	Nr.				
10.4	Replacement of Callipers	Nr.				
	TOTAL					
11	OTHERS (Project Specific)					
11.1		Nr.				
	TOTAL					

GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES						

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: Head: Public Works (KZN Department of Public Works: Province of KwaZulu-Natal)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049:
SOKHULU CLINIC: PROVISION OF A BOREHOLE AND WATER STORAGE TANK
WITH BOOSTER PUMP (COMPLETION CONTRACT FOR WIMS NO. 072033)**

Site:

Region: King Cetshwayo District Municipality: Mbonambi at Umhlathuze Local
Municipality: Ward Nr.01

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at _____ on _____
[Date]

Name of signatory

Capacity of signatory

As witness

For and on behalf of the contractor who by
signature hereof warrants authorisation
hereto

ADDITIONAL SPECIFICATION - EPWP

SL **EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:**

CONTENTS

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED EPWP BENEFICIARY
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP EMPLOYMENT AGREEMENT

SL 01 SCOPE

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

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

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

SL 02.02 DEFINITIONS

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

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP

SL 04.01 DEFINITIONS

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

SL 04.02 TERMS OF WORK

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

SL 04.03 NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

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

SL 04.04 **MEAL BREAKS**

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

SL 04.05 **SPECIAL CONDITIONS FOR SECURITY GUARDS**

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

SL 04.06 **DAILY REST PERIOD**

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

SL 04.07 **WEEKLY REST PERIOD**

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

SL 04.08 **WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

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

SL 04.09 **SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

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

SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - (i) when the employee's child is born;
 - (ii) when the employee's child is sick;

- (iii) in the event of the death of –
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

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

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

SL 04.14 PAYMENT

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

- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 **DEDUCTIONS**

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

SL 04.16 **HEALTH AND SAFETY**

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

SL 04.17 **COMPENSATION FOR INJURIES AND DISEASES**

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

SL 04.18

TERMINATION

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

SL 04.19

CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the EPWP;
 - (vi) the period for which the worker worked on the EPWP;
 - (vii) any other information agreed on by the employer and worker.

SL 05

EMPLOYER'S RESPONSIBILITIES

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

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

SL 06

PLACEMENT OF RECRUITED EPWP BENEFICIARY

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
 - (i) 55% people between the ages of 18 and 35
 - (ii) 55% women;
 - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
 - a copy of the I.D;
 - qualifications;
 - career progress;
 - EPWP Employment Agreement, and
 - list of small trade tools;

must be included in the EPWP beneficiary's personal profile file.

SL 07

TRAINING OF EPWP BENEFICIARY

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

(a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) On-the job training

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

(c) Technical skills training

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

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

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

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

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

SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
 - * 55% youth from 18 to 35 years of age;
 - * 55% women;
 - * 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

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

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of EPWP beneficiary specified for this contract that will receive life skills training is 0 and technical training is 0

SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY (TARGET:- 10 EPWP BENEFICIARY)

SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days(Prov.Sum).....Unit: R/EPWP beneficiary

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 Penalty due to not meeting the target as in SL 11.01.01.....Unit: EPWP beneficiary LESS R 2000 per EPWP beneficiary

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Life skills training for 26 days:

- 01 Travelling (based on 50 km/EPWP beneficiary) Unit: km
- 02 Accommodation.....(Prov.Sum)....Unit: R/EPWP beneficiary
- 03 Profit and attendance..... Unit: %

SL 11.02.02 Skilled development and Technical training:

- 01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km
- 02 Accommodation.....(Prov.Sum)....Unit: R/EPWP beneficiary
- 03 Profit and attendance Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING

SL 11.03.01 Life skills training for 26 days Unit: worker-days

SL 11.03.02 Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY

SL 11.04.01 Employment of EPWP beneficiary.....(Prov.Sum)¼Unit: R/ worker-month

SL 11.04.02 Employment of EPWP beneficiary.....(Prov.Sum)¼Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY

SL 11.05.01 Supply EPWP designed overalls to EPWP beneficiary (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

SL 11.05.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY

SL 11.06.01 Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

SL 11.06.02 Profit and attendance..... Unit: %

SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S

SL 11.07.01 Appointment of (____) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / EPWP beneficiary team leader

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

SL 11.08 LIAISON WITH SERVICE PROVIDER Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

PAGE NO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		BILL NO 2				
1		EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS				
1		PREAMBLES				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		TRAINING OF EPWP BENEFICIARY				
1		(TARGET: 10 EPWP BENEFICIARY)				
1		Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary for an average of 10 days (ref. SL11.01.01)	Item	1		
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work	R 2,000.00		
1		TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:				
1		Life skills training for 0 days (ref. SL 11.02.01)				
1	3	Travelling (based on 50km/EPWP beneficiary)	km	500		
1	4	Profit and attendance on Items 1, 2 & 3	%			
1		EMPLOYMENT OF EPWP BENEFICIARY				
1	5	Employment of EPWP beneficiary (30 youth) [New Office Block]	Item	1		
1		The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 100/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary				
1	6	Emp[oyment of EPWP beneficiary(40 youth) [Parking garage]	Item	1		
		TOTAL CARRIED TO SUMMARY				

		UNIT	QUANTITY	RATE	AMOUNT
2	The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 110/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary				
2	7	Employment of EPWP beneficiary (30 youth) [Conference Centre & Canteen]	Item	1	
2	The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 120/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary				
2	<u>PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS</u>				
2	8	Supply EPWP designed overalls to EPWP beneficiary (ref. SL 11.05.01) for 100 workers	Item	1	
2	9	Profit and attendance on Items 5 - 8 (ref. SL 11.05.02)	%	7.5	
2	<u>PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY</u>				
2	10	Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the respective trades (ref. SL 11.06.01) for 100 workers	Item	1	
2	11	Profit and attendance (ref. SL 11.06.02)	%	7.5	
2	<u>APPOINTMENT OF YOUTH TEAM LEADERS</u>				
2	12	Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07)	Item	1	
2	13	Liaison with Service Provider (ref. SL 11.08)	Hrs	30	
2	14	Profit and attendance on Items 12 & 13	%	7.5	
FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES					

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 upto 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.

4 Trench excavation

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

5 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

- to 90% Proctor density;
- such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- 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.

6 Excavation

All hand 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.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Haul

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

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

15 Stone pitching and rubble concrete masonry

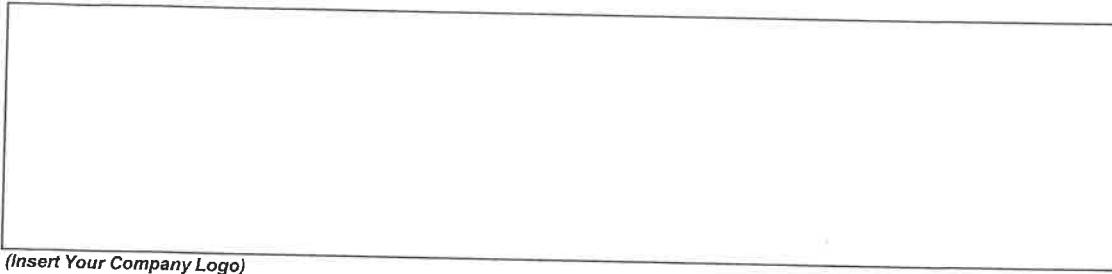
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

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.

16 Manufactured Elements

Elements manufactured or designed 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. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.



(Insert Your Company Logo)

(This shall serve as the cover page on employment contracts for local labour)

EMPLOYMENT AGREEMENT

BETWEEN

[CONTRACTOR NAME].....

AND

[WORKER NAME].....

1. PARTIES

The Parties to this Agreement are -

1.1. Contractor: _____
herein represented by: _____
duly authorised thereto

And

1.2. Mr / Me: _____
[worker's name]

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

"Agreement" means the contents of this Agreement.

"Company" means the company that employs the worker

"Department" means the Department of Public Works

"Worker" is a person that performs a specific or necessary task or who completes tasks in a certain way

"EPWP" The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

3. PURPOSE

The purpose of this agreement is to:-

Ensure that the agreement is binding to both the Worker and the Employer.

4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;

- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;

- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

5. REMUNERATION

The worker will receive compensation to the amount of R _____ 00 which must be paid by the 25th or on the last day of each month.

6. ROLES AND RESPONSIBILITIES

6.1 Employer / Worker

- Work for _____ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

7. DURATION.

This agreement commences on: _____

and

expires on: _____

8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

- 9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

9.2. Special Conditions for Security Guards (Only applicable to security Guards)

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

9.3. Weekly Rest Period

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

9.4. Work on Sundays and Public Holidays

- 9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

9.4.2 Work on Sundays is paid at the ordinary rate of pay.

9.4.3 A task-rated worker who works on a public holiday must be paid;

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

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

9.5 Sick leave

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

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

9.6. Maternity Leave

9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.6.5 A worker may begin maternity leave as follows;

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or

9.7. Family responsibility leave

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

9.8. Keeping Records

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

9.9. Payment

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

9.9.7 Payment in cash or by cheque must take place

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

9.9.8 An employer must give a worker the following information in writing

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

9.10. Inclement weather

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

9.11. Deductions

9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration

9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)

9.11.5 An employer may not require or allow a worker to

- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

9.12. Health and Safety

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

9.14. Termination

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

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9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker **who is absent for more than three consecutive days** without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

- 9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

Employee Details

Name & Surname: _____

ID No: _____

Residential Address: _____

Contact No: _____

Date of Employment: _____

To be supervised by: _____

Main Contractor:
or Sub Contractor:

Category of employment:

Skilled:
Semi-skilled:
Unskilled:

For Skilled & Semi-skilled state the trade: _____

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: _____

Witness by SGB/CLO: _____

Signature by Witness: _____

Employer Details

Name & Surname: _____

Designation: _____

Contact No: _____

Signature: _____



The Attendance Register for on-site Workers

Reporting month: _____ Cell No: _____
Surname: _____ First Name: _____
Project Name: **ZNT 04200 W: DEPARTMENT OF HEALTH; MDONAMBI; WIMS NO. 063049; SORHELO CLINIC;**
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP
Project Code: **063049** (COMPLETION CONTRACT FOR WIMS NO. 072033)
Tender No **ZNT 04268 W**

IDENTITY NUMBER: _____

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						

BUSINESS PLAN

Reference No	
Profile ID	
Project Name	
Project Details	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
Project Location	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
Public Body Details	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
EPWP Details	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
Budget Amount	
April 2014/March 2015	
April 2015/March 2016	
Total Budget Amount	

Wages	
UIF	
CIDA	
Training	
Administration	
Equipment and materials	
Other	
Describe other	
Outputs and Training	
Output	
Description	
Target Quantity	
Number of persons to be trained	
Contact person	
Title	
Initials	
First Name	
Surname	
Email	
Tel (Office)	
Fax Number	
Cell Number	
Physical Address 1	
Physical Address 2	
Physical Address 3	
Physical Address 4	
Postal Address 1	
Postal Address 2	
Postal Address 3	
Postal Address 4	

KZN PUBLIC WORKS
Monthly Data collection for LOCAL Labour



Name of Contractor:

Project Code:

063049

Name of Project:

ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS NO. 063049: SOKHULU CLINIC:
PROVISION OF A BOREHOLE AND WATER STORAGE TANK WITH BOOSTER PUMP

Reporting month:

No	First Name	Initial	Surname	Beneficiary Details						Total days worked	Job description	Registered on UIF (Y/N)	Registered with COIDA (Y/N)	Are you receiving any Gov grant? (Y/N)	1st Language	Other Language 1
				ID number	D.O.B	Gender F/M	Disability Y/N	Start Date on the current month	End Date on the current month							
1																
2																
3																
4																
5																
6																
7																
8																
9																

- Education Levels – use the codes (1,2,3) on the excel spreadsheet

- (3) Grade 1-3 (Sub A – Std 1)
(4) Grade 4 (Std 2) ABET 1
(5) Grade 5-6 (Std 3-4) ABET 2
(6) Grade 7-8 (Std 5-6) ABET 3
(7) Grade 9 (Std 7) ABET 4
(8) Grade 10-11 (Std 8-9)
(9) Grade 1
(10) Post M

EPWP Official sign: _____

Designation: _____

Date: _____

Contact no: _____

Project location (Ward No.): _____

[illegible]

KZN PUBLIC WORKS

Worker payment capture form for LOCAL Labour



Name of Contractor: _____

Project Code: _____

063049

Name of Project: ZNT 04268 W: DEPARTMENT OF HEALTH:
MBONAMBI: WIMS NO. 063049: SOKHULU
CLINIC: PROVISION OF A BOREHOLE AND
WATER STORAGE TANK WITH BOOSTER

Reporting month: _____

Payment Upload

No.	First Name	Initials	Surname	Identity No.	D.O.B	Job Description	Daily Wage Rate	Total Paid Days	Total Amount Paid	Total days Worked Days
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Contractor sign: _____

Designation: _____

Date: _____

Contact no: _____

DPW Official/Consultant sign: _____

Designation: _____

Date: _____

Contact no: _____

EPWP Official sign: _____

Designation: _____

Date: _____

Contact no: _____

KZN PUBLIC WORKS

Worker Training capture form for LOCAL Labour



KWAZULU-NATAL PROVINCE
PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA



Name of Contractor: _____

Name of Project: _____

**ZNT 04268 W: DEPARTMENT OF HEALTH: MBONAMBI: WIMS
NO. 063049: SOKHULU CLINIC: PROVISION OF A BOREHOLE
AND WATER STORAGE TANK WITH BOOSTER PUMP
(COMPLETION CONTRACT FOR WIMS NO. 072033)**

Project Code: _____

063049

Reporting month: _____

Training

No	Name	Surname	ID No.	Job description	Course Name	Was training Accredited or Non - accredited by a relevant SETA	Start date on current month	End date on current month	Training Days Paid	Training Days Not Paid	Total Number of Training Days	Cost per trainee	Is training complete or on - going	Name of Training Provider
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

Contractor sign: _____

Designation: _____

Date: _____

DPW Official/Consultant sign: _____

Designation: _____

Date: _____

EPWP Official sign: _____

Designation: _____

Date: _____

Contact no: _____

Contact no: _____

Contact no: _____

Location

Locality Name	Holinyoka
Municipality	Umhlathuza
Subplace	Sokhulu
Ward	5
Government Facility	Clinic
Latitude	28,45 11.6 S
Longitude	31,53 36.6 E
Physical Address/Location	Mbonambi

Please do a print preview
before printing.