

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC (2010) 2nd Edition 2010

Project title:	KURUMAN AND SURROUNDING AREA MAINTENANCE & REPAIRS OF GENERAL BUILDING WORKS FOR 24 MONTHS.		
Tender / Quotation no:	ID-203125	Reference no:	19/2/4/2/2/2022-2024

C2.1 Pricing Assumptions

C2.1.1 GENERAL

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

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

C2.1.4 PROVISIONAL SUMS

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

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

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include

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

full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

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

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

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

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

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

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

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

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

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

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

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of

the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

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

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

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

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

C2.1.16.1 Minimum 30% Sub-contracting Contract Participation Goal

MINIMUM 30% MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENCIAL PROCUREMENT REGULATIONS 2017

30% Mandatory subcontracting is NOT APPLICABLE to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

The Minimum Targeted Local Building Material Manufacturers CPG is NOT APPLICABLE to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Suppliers CPG is NOT APPLICABLE to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is APPLICABLE to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.16.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

The Minimum Targeted Enterprise Development CPG is NOT APPLICABLE to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

C2.1.16.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is NOT APPLICABLE to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.6. The provisional amount allowed is for:

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

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

Payment

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

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

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

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

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training; Headcount

Source: cidb Standard for Skills Development

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

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

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries

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

C2.1.16.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

The National Youth Service Training and Development Programme is NOT APPLICABLE to this project.

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

C2.1.16.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is NOT APPLICABLE to this project

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

C2.2 Submission of Accrual Reports

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

PG-03.1 (EC) SITE INFORMATION – GCC (2010) 2nd Edition 2010

Project title:	KURUMAN AND SUROUNDING AREA MAINTENANCE & REPAIRS OF GENERAL BUILDING WORKS FOR 24 MONTHS.				
Tender no:	ID-203125	WCS no:	N/A	Reference no:	19/2/4/2/2/2022-2024

PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	KURUMAN AND SUROUNDING AREA MAINTENANCE & REPAIRS OF GENERAL BUILDING WORKS FOR 24 MONTHS.		
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C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

KURUMAN AND SUROUNDING AREA MAINTENANCE & REPAIRS OF GENERAL BUILDING WORKS FOR 24 MONTHS.

PS-2 DESCRIPTION OF SITE AND ACCESS

The Department, Chief of the SANDF or Commissioner of SAPS may require the Contractor to have his personnel or certain number of them for security screening.

Contractor's personnel must have identity card and uniform so that they can be easily identified by Clients Department.

Comply with National Strategic Intelligence Act 39 of 1994, prescribes that individual who will have access to classified information and National Key Points must have positive security clearance (Foreign Nationality).

PS-3 DETAILS OF CONTRACT

MAINTENANCE AND REPAIR OF GENERAL BUILDING WORKS FOR 24 MONTHS TERM CONTRACT

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all reasonable care to maintain the installations and keep them in proper operational condition.

Arrangement with the occupants of buildings regarding access to the premises in order to execute the required services.

Take adequate precautions to prevent damage to buildings, fittings and furnishings inside the premises and elsewhere on the sites.

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

Safeguard all his/her employees in accordance with the regulations of the Unemployment Insurance Act 1996, (Act no 33 of 1966) and any amendments therefore.

Comply with all By- Laws and requirements of the Local Authority.

Carry out maintenance, service and repairs during normal working hours.

The Contractor must ensure that service and repairs log book is easily accessible by department and must be always on site with Client Maintenance Representative

PS-5 CONSTRUCTION PROGRAMME

The Contractor must provide Department and Clients with programme (Bar/Gunth Chart) for quarterly service of Generators for 24 months any amendments on the programme must be communicated with Project Leader in time to avoid inconvenience.

The programme must be submitted within (14) fourteen days upon signing site handover certificate.

PS-6 SITE FACILITIES AVAILABLE

- KURUMAN SAPS
- KURUMAN MAGISTRATE
- KURUMAN DCS
- LOHATLHA MILITARY BASE
- SEVERN SAPS
- KHATHU SAPS
- DEBEN SAPS
- HEUNINGVLEI SAPS
- BATLHAROS SAPS
- TSINENG SAPS
- OLIFANTSHOEK MAGISTRATE
- POSTMANSBURG SAPS
- DANIELSKKUIL PERIODICAL COURT
- DANILSKUIL SAPS
- POSTMANSBURG MAGISTRATE

PS-7 SITE FACILITIES REQUIRED

PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

PS-9 OCCUPATIONAL HEALTH AND SAFETY

The contractor must submit HEALTH AND SAFETY PLAN within fourteen (14) days upon signing site handover certificate and failure to submit will result not accessing sites.

The Contractor must all at time in position of Occupational Health and Safety Plan on site.

The Contractor must provide his/her employee with Personal Protective Equipment.

PS-10 ADVERSE WEATHER CONDITIONS

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

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS Insert amendments to particular specifications

C3.3 PARTICULAR SPECIFICATIONS List particular specifications

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. (Note to compiler. "SABS"

has been changed to “SANS”; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)

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

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

3.5 PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

De Aar Area: Service, Maintenance and Repair of Standby Generator at Various Clients

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

Insert amendments

C3.5.3 PARTICULAR SPECIFICATIONS:

Insert particular specification

C3.6 STANDARD MINIMUM REQUIREMENTS

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

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

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

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

- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

C3.7.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017

30% Mandatory subcontracting is NOT APPLICABLE to this project.

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the 30% Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract. in terms of in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least **insert applicable percentage, both in words and figures** of the tender amount at the time of tender to be sourced from within **insert applicable kilometers** radius of the project site with the intention to maximize use of local SMMEs within **insert applicable Ward/s, Municipal District, Town, City, Province,**
- (b) SMME's involvement of at least **insert applicable percentage, both in words and figures** of the Tender Value to be sourced from within **insert applicable kilometers** radius of the project site.

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities

- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people
- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder to refer to the CSD website should the list provided be insufficient.

Bidders must ensure that the sub-contractors conform to the following:

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
 - Relevant Ward. If not available;
 - Relevant neighbouring Wards. If not available;
 - Relevant Local Municipality. If not available;
 - Relevant District Municipality. If not available;
 - Relevant Metro. If not available;
 - Relevant Province. If not available;
 - Relevant Neighbouring Province. And If not available;
 - Anywhere within the borders of South Africa.

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the **minimum thirty percent (30%) SMME participation** based on the tender amount including VAT, will result in a **insert applicable percentage, both in words and figures** penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

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

C3.7.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is NOT APPLICABLE to this project.

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

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

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

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

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

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

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

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

C3.7.3 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

The Minimum Targeted Local Building Material Suppliers CPG is NOT APPLICABLE to this project.

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

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

A targeted supplier is a targeted enterprise that

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

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

Preference shall be given to the local material suppliers where feasible in **the NOT APPLICABLE**, and provided that:

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

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

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

C3.7.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

The Minimum Targeted Local Labour Skills Development CPG is NOT APPLICABLE to this project.

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

C3.7 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is NOT APPLICABLE to this project.

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

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

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

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

C3.7.5.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.7.5.2 Management

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

C3.7.5.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.7.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.7.5.5 The Key Personal

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

C3.7.5.6 Management Meetings

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

C3.7.5.7 Forms for contract administration

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

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

C3.7.5.8 Records

The contractor shall:

- keep records of the targeted enterprise development

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

C3.7.5.9 Payment Certificates

The contractor shall:

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

C3.7.5.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

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

The Minimum Targeted Contract Skills Development CPG is *NOT APPLICABLE* to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

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

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

C3.7.6.1 Methodology

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

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

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

C3.7.6.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.

- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.7.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is NOT APPLICABLE to this project.

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

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

C3.7.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is NOT APPLICABLE to this project.

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

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

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

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

C3.7.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

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

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or

ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

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

Trench excavation

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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.8 Submission of Accrual Reports

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

C3.9 Submission of Monthly Local Material Utilisation Report (Local Content)

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

document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account.

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

Examples of calculating CPGs and related penalties

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

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

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

1.1. 30% SMME mandatory subcontracting CPG

When applicable, a minimum of 30% of the total tender amount at the time of award, including all allowances and VAT are to be subcontracted to SMMEs.

CPG calculation example:

“Tender Amount” = R150 mil

CPG 30% subcontracting value = R45 Mil

Calculation of penalty:

Percentage penalty applicable = 5% as specified in the Scope of Works (PG01.1)

CPG Achieved = R30 Mil (R15 Mil shortfall)

Penalty = R15 Mil x 5% = R750 000 Excl. VAT

1.2 Targeted Local Building Material Manufacturers CPG

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

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

CPG target value = R6,5 Mil excluding VAT

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

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

1.3 Targeted Local Building Material Suppliers CPG

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

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

CPG target value = R6,5 Mil excluding VAT

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

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

1.4 Targeted Local Labour Skills Development CPG

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

CPG calculation example:

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

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

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

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

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

Calculation of penalty:

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

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

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

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

1.5 National Youth Service Programme (NYS) CPG

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

Calculation of penalty:

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

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

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

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

1.6 Labour Intensive Works CPG

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

CPG calculation example:

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

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

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

Calculation of penalty:

CPG value = R10 Mil

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

CPG Achieved = 9 Mil (R1 Mil shortfall)

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

1.7 Cidb BUILD Programme: Enterprise Development

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

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

Part 1: Calculation of 5% CPG example:

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

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

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

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

Calculation of penalty

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

CPG Minimum 5% = R6,5 Mil

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

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

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

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

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

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

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

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

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000

"Contract amount" Tender amount excl. allowances and VAT. 130 000 000

CPG Monetary value (5%) to be subcontracted to beneficiaries for training 6 500 000

No of enterprises based on the CPG value 6 Grade 1 / 2 GB/CE,ETC.

Contract period (months) 24

Note: Rates to be determined by PQS and adjusted to accepted quotation amounts

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

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

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

CPG Calculation

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

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

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

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

Contractor CPG:

CPG calculation

“Contract amount” x factor from Table 3 above.

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

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

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries.

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

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

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

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

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The Contract

C2: PRICING DATA

C2.1 Pricing Instructions (PG-02.1 EC)

C2.2 Schedule of Rates Document

C3: SCOPE OF WORK

C3.1 Scope of Work (PG-01.1 EC)

C4: SITE INFORMATION

C4 Site Information (PG-03.1 EC)

Annexures

Part C2.2 SCHEDULE OF RATES DOCUMENT

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1. DEFINITIONS.

1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1.1 “Additional Services” are increases in the quality of the routine Services detailed in the Scope of Works
- 1.1.2 “Bill of Quantities” means the document so designated in the Pricing Data that the Services and indicates the quantities and rates associated with each item the Employer agrees to pay the Service Provider for the Services Completed
- 1.1.3 “Certificate of Completions” means the certificate issued by the Service Manager signifying that the contract has expired;
- 1.1.4 “Commencement Date” means the date on when the Services Provider is notified the Employer’s acceptance of its offer;
- 1.1.5 “Contract” means the Contract signed by the parties and of which these conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6 “Contract Data” means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the Risks, Liabilities and Obligations of the contacting Parties and the procedures for the administration of the Contract;

describe the Risks, Liabilities and Obligations of the contacting Parties and the procedures for the administration of the Contract;

- 1.1.7 "Contract Period" is from the Commencement Date for the period stated in the Contract Data:
- 1.1.8 "Contract Price" means the to be paid for the Service in accordance with the Pricing Data, subject to such additions thereto or deduction thereto or deductions there from as may be from time to time under the provision of the Contract;
- 1.1.9 "Contract Sum" refers to the amount stated by the Services Provider in the form of Offer and Acceptance;
- 1.1.10 "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and material and goods as stated in the Contract Data:
- 1.1.11 "Day" means a calendar day:
- 1.1.12 "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereto or additions thereto from time to time to be approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13 "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14 "Equipment" includes all appliance, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering completion or defects correction of the Services but does not include materials;
- 1.1.15 "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omissions thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16 "Form of Offer and Acceptance" means the written communication by the Employer to Service Provider recording the Acceptance of the Service Provider's offer;
- 1.1.17 "Identified Projects" means any projects other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract;
- 1.1.18 "Materials" includes all materials, commodities, articles and things required to be furnished under the contract for the execution of the Services;
- 1.1.19 "Month" refers to the period commencing on a certain day of the month to the day preceding the corresponding day of the next month:
- 1.1.20 "Parties" means the Employer and the Service Provider:

- 1.1.21 "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22 "Rates" means for all items bided in this document shall include for additional cost, and shall be representative of the actual cost involved in the executing thereof plus a reasonable mark up and should be valid whether the work associated therewith will be carried out once or more frequently; "Not Applicable" "(N/A)" Means not to be priced or completed.
- 1.1.23 "Services" means all the work to be performed by the Service Provider during the Contract period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.24 "Service Provider" means the Bidder, as named in the Contract Data whose offer has been accepted by or on behalf of the Employer and where applicable, includes the Service Provider's heirs, executors administrators, trustees, judicial managers or liquidators as the case may be, but not except with written consent of the Employer, any assignee of the Service Provider;
- 1.1.25 "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons thereto;
- 1.1.26 "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must , or may, be provided or performed;
- 1.1.27 "Service Period" refers to the period indicated in the Contract Data, during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.28 "Transitional Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the Service Period, and which the Services to be provided by the Service Provider shall include, inter alia the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2. INTERPRETATION.

2.1. In this Contract, except where the context otherwise requires:

- 2.1.1. The masculine includes the feminine and the neuter, vice versa;
- 2.1.2. The Singular includes the plural; and vice versa;
- 2.1.3 Any Reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.

- 2.2. The headings to the clauses of this contract are included for references purposes only and shall not affect the interpretation of the provision to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring or imposing obligations on any Party, effect shall be given it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on Commencement Date and terminate on the expiry of the Contract Period unless it is extended in terms of clause 3.3.
- 3.3. The terms of duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of Contract shall however be valid unless the terms and conditions of such extension has been reduced in writing and signed by the authorized representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF EMPLOYER

- 4.1 The Employer shall give access to or supply the Service Provider with:
- 4.1.1 All relevant, available data and information required and requested by the Services Provider for the proper execution of the Service;
- 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5 RIGHTS AND OBLIGATIONS OF THE SERVICES PROVIDER

- 5.1 The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services
- 5.2. The Service provider shall take instructions only from the Service Manager or persons authorized by the Service Manager in terms of clause 6

- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorization has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of Professionals providing services to the Services.
- 5.5. Should the any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on a reasonable grounds to be undesirable the Employer may, in writing and other with reason thereof request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer
- 5.6 The Service Provider undertakes to effect such removal as referred to in 5.5 above, within a day of receipt of the Employer written request.
- 5.7 The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8 During the ongoing provision of the Services the Services Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9 Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. **SERVICE MANAGER.**

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract
- 6.2 The Service Manager may delegate any of his powers and authority and may cancel such delegation on prior written notification thereof to the Service Provider.
- 6.3 Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4 The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegate to the Service Manager who shall confirm, reverse or verify the order or instruction.

7 **SECURITY CLEARANCE**

- 7.1 Security Clearance is necessary, and all human resources utilized by the Service Provider and the Service Provider undertake to undergo Security Clearances for which the necessary forms will be made available to the Service Providers at the relevant time by the Employer. The Service Provider accepts that if he or any of his resources refuses to undergo the required security clearance they will not be awarded or be allowed on the Facilities or to render services.

8 CONFIDENTIALITY

- 8.1 The Service Provider undertakes to keep any and all information, whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such not to be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproductions, without the Employer's prior written consent. A disclosure or improper use of the confidential information, without the Employer's prior written consent will cause the Employer harm:

8.1.1 The service provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claim by third parties as a result of such unauthorized disclosure or use thereof, either in whole or in part; and/or

8.1.2 The Employer shall be entitled to cancel the contract

- 8.2 The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:

8.2.1 Employees, officers and directors of the Service Providers

8.2.2 Any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

- 8.3 The Service Provider shall be responsible that all to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person

9 AMBIGUITY IN DOCUMENTS

- 9.1 The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and if necessary, rectified by the Service Manager who shall thereupon issue to the Services Provider a written explanation giving details of the adjustments, if any, and a written instruction what Service, if any is to be delivered.

10. INSURANCES

- 10.1 It is the responsibility of the Service Provider to assess his Risk on the contract and to ensure that he obtains and maintains the adequate insurances to cover all such Risks.

11. ACCESS TO FACILITIES AND COMMENCEMENT OF SERVICES

- 11.1 The Services Provider shall provide the Employer within 21 days of Commencement Date with an acceptable Health and Safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993)
- 11.2 The Services Period shall commence on the Commencement Date or on such other date as maybe specified in the Contract
- 11.3 Notwithstanding the provision of 11.2 the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable Health and Safety plan and Security clearance being obtained in term of clause 11.1 and 7.1 respectively

12. SUBCONTRACTING

- 12.1 The Service Provider may not Subcontract any part of the Contract Services at it discretion
- 12.2 The only services that may be subcontracted is when there is a specialized services to be done, this can only be done with the written consent and approval from the Service Manager.

13. COMPLIANCE WITH LEGISLATION

- 13.1 This clause applies to legislation emanating from national and provincial government as well as that of any local authority in whose area of jurisdiction the Facilities fall and which the intellectual property of any other person
- 13.2 All the applications legislation, which does not specifically allow discretion in respect of compliance the Employer shall be exactly as intended by such legislation regardless of any instruction, verbal or in writing, to the contrary.
- 13.3 Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager?

14. REPORTING OF INCIDENTS

- 14.1 In addition to the above the Service Provider shall as soon as possible, notify the Employer in writing of any incidents at the Facilities, which or could have resulted in damage to property or injury or death to persons.

14.2 The Service Provider shall follow up verbal notification with a detailed written report on incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

14.3 The Service Provider shall notify the Employer immediately, on becoming of the Contract requiring him to undertake anything that is illegal or impossible.

15 NUISANCE

15.1 The Service Provider shall deliver the Service in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

15.2 The Service Provider hereby indemnifies the Employer against any Liability arising out of the Service Provider non-compliance with his obligations in term of Clause 15.1.

16 MATERIAL, WORKMANSHIP, AND EQUIPMENT

16.1 All Services delivered, and materials and workmanship shall comply with the requirements of this Contract the manufacturer's specification; good industry practices and the Service Manager's written instructions and shall be suitable for the purpose intended.

16.2 The Service Provider shall in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

20 URGENT WORK (EMERGENCY'S)

20.1 The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to an act or omission on the part of the Service Provider.

20.2 If the Employer effects the remedial or repair work in of 20.1 then the Employer may recover such cost, losses or damages from the Service Provider or deduct the same from any amount still due under this contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

21.1 The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demands, loss, costs, damages, action, suits or legal proceedings whether arising in common law or by statute consequent upon.

21.2. The Employer accepts liability for all acts or omissions of its employees or representatives.

22 VARIATIONS

- 22.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitution.
- 22.2 No variation by the Employer of whatever nature shall vitiate the Contract.
- 22.3 If no prior written authorization, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such additional Services

23 SUSPENSION OF THE SERVICES

- 23.1 The Service Provider shall, on written order of the Service Manager, suspend the provision of the Services or any part thereof for time or times and in such manner as the Service Manager shall order and shall during such suspension, properly protect the Services so far as is necessary
- 23.2 If the Service Provider is unable to render any of the Services for any reason other than and instruction by the Employer to suspend the Services in terms of clause 23.1, the Employer shall be liable for any claim of whatever nature, including a claim for cost, by the Services Provider.

24 PENALTY FOR NON-PERFORMANCE

- 24.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time.

25 PAYMENTS

- 25.1 The Service Provider shall furnish the Employer with a Tax invoice on completion of every service within 7 days on the completion of each service.
- 25.2 On completion of the Contract the Service Provider must submit all outstanding invoices for services completed within 90days of the last day of the expired contract

26 OVERPAYMENTS

- 26.1 If any overpayments of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider in respect of this contract, which the Employer may have with the Service Provider. The Employer shall be

entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of 80(1)(b) of the Public Finance Management Act 1999 (Act, 1 of 1999) as amended.

27 BREACH OF CONTRACT

27.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance within 10(ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following:

27.1.1 Enforce strict compliance with the terms and conditions of the Contract;

27.1.2 Terminate this contract without prejudice to any other rights it may have;

27.1.3 To suspend further payments to the Services Provider;

27.1.4 To appoint other services providers to complete the execution of the Services, in which event the Services Provider shall be held liable for cost incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.

27.2 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after 10(ten) day's written notice calling for rectification of the breach, the Service Provider shall be entitled to:

27.2.1 Enforce strict compliance with the terms and conditions of the Contract; or

27.2.2 Terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

28 STOPPAGE AND/OR TERMINATION OF CONTRACT

28.1 The Employer reserves the right to terminate this Contract or to temporarily stop the Services, or any part of thereof at any stage of completion.

28.2 The Employer shall have the right to terminate this contract without prejudice to any of its rights upon occurrence of any of the following;

28.2.1. on breach of this Contract by the Service Provider as stipulated in Clause 27

28.2.2. on commencement of any action for the dissolution and/or liquidation of the Service provider except for the purposes of amalgamation or restructuring approved in advance by the Employer in writing;

- 28.2.3. If the Service Provider receives a court order to be paid under judicial management or commence liquidation proceedings that is not withdrawn or struck out with five (5)
- 28.2.4. If the Service Provider informs the Employer that it intends to cease performing its obligation in terms of this Contract;
- 28.2.5. If the Service Provider informs the Employer that it is incapable on completing the Services as described; or
- 28.2.6. If in the opinion of the Employer the Service Provider acted dishonestly;
- 28.3 The Employer reserves the right to, even in the absence of breach or the event referred to in 28, terminate this contract at any time, by giving one (1) calendar month written notice to the Service Provider
- 28.4 Further the Contract shall be considered as having terminated:
- 28.4.1 where the Employer stops the Contract or the Contract and instruction to resume or reinstate the Services are not issued with twelve (12) months of the instructions; or .
- 28.4.2. if instructions, necessary for the Service Provider to continue with the Service after a stoppage instruction are not received from the Employer within three (3) months after such instruction were requested by the Service provided
- 28.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:
- 28.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 28.5.2. Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 28.5.3. The Service Provided shall not be entitled to advance a right or any similar right if this Contract is terminated and specifically agrees to within ten (10) days of written request from the Employer, give access to and to make available all information, document, advice, recommendations and reports collected, furnished and or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

- 29.1 In the event of a dispute, the Parties shall endeavor to resolve such dispute through negotiation, in good faith.
- 29.2 If the Parties fail to resolve a dispute through negotiations as mentioned in 29.1 within 24 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 29.3 Whether or not mediation resolves the dispute and irrespective of the outcome of the thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the cost of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on the mediator's fees will be based.
- 29.4 The Parties shall appoint a mediator within 21 days of agreeing to mediate.
- 29.5 On appointment of the mediator the Parties shall jointly decide on the procedure to be followed, representation, dates and venue for the mediation.
- 29.6 If the Dispute or any part thereof remains unresolved it may be resolved by litigation proceedings
- 29.7 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiations, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to be the Services Provider and the Service Provider shall proceed with the Services with diligence unless the Parties agree otherwise in writing

30 **GENERAL**

- 30.1 This is the entire Contract between the Parties and may only be amended if reduced to writing signed by the duly authorized representatives of both Parties, where after such amendments will take effect.
- 30.2. The Contract shall be governed by, construed and interpreted according to the law of South Africa.

31 **DOMICILIUM CITANDI ET EXECUTANDI**

- 31.1 The domicilium et executandi of the Parties for all purposes arising from this Contract for the services of notices and legal process shall be as specified by the Parties in the Contract Data
- 31.2 Any notice, request, consent, or other communications made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have made when delivered in person to an authorized representative of the Party to whom the communication is addressed or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

- 32 **NOTE:** Any reference to words "**Bid**" or "**Bidder**" herein and/or in any documentation shall be construed to have the same meaning as the words "**Tender**" or "**Tenderer**" for internal & external use.

**DEPARTMENT OF PUBLIC WORKS
KIMBERLEY REGIONAL OFFICE**

24 MONTHS MAINTENANCE & GENERAL BUILDING TERM CONTRACT

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

This is a term contract for 24 months for Emergency and Repairs Day to Day Maintenance for General Building and will cover all or some of the following requirements;

1. Day to Day repairs(maintenance)
2. Replacing of items directly linked to this specific Bid as is requested.

Rates

3. The rates in the price segment conclude to the term of 24months.
4. The duration of this term contract is divided into 24 months which would not necessarily calculate from January to December.
5. This means that a term contract awarded on the 21/05/2014, will be from the 21/05/2014 to 20/05/2015 **.(This is an example only)**
6. Bidders are to **NOTE** that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will be ultimately materialize on the completion of this contract. Therefore **NO CLAIMS** for alteration to rates shall be entertained due changes in quantities.
7. The Rates document forms part of and must be read and priced in conjunction with all other documents forming part of this Bid, including, standard conditions of Bid,

conditions of contract (DPW 04-FM 2005-REVISED 2014), specification and other relevant documentation.

- ☐ Zero, nil, gratis, unbalanced or non- market related rates will **NOT** be accepted and The Department reserves the right to disqualify the Bid.
- 9. The Contractor may not proceed with any new work/repairs unless all invoices pertaining to prior work/repairs done to, or in respect of the same facility/installation/components have been duly submitted to the Department for payment.

SCHEDULE A
PRELIMINARIES



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF BUILDING RELATED CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of twenty four (24) months commencing from the date of the letter of acceptance (DPW07EC) of this Bid and may be extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. If NO written extension is given the contract will conclude.
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

- 3.1 In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.
- 3.2 Unit: The unit of measurement for each item.
- 3.3 Quantity: The provisional number of items.
- 3.4 Rate: The agreed unit rate per item.
- 3.5 Amount: The product of the quantity and the agreed rate for an item.
- 3.6 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.7 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc
- 3.8 Client Department: All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

- 4. **DOCUMENTS:** Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.
The following documents shall be read in conjunction with this Bid:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 Standard Specification for Central Heating Installations Issue X January 1982.
- 4.4 Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
- 4.5 Standard specification for Refrigeration Installations Issue VI 1984.
- 4.6 Standard Specification for Steam Boilers Issue VII, 1995.
- 4.7 Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.8 The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended).
- 4.9 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.10 The Local Municipal Gas Regulations.
- 4.11 Conditions of Tender: Form PA 10 FM.

4.12 Tenderers Additional Particulars.

4.13 All Sections of, and Addenda to, the Specification.

4.13.1 The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. PROVISIONAL QUANTITIES

5.1 All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

6. SCOPE OF CONTRACT

6.1 This contract is for the maintenance/repairs as per schedule 1 in properties, namely Official Quarters, Living Quarters and Messes in Military, Correctional Services and South African Police Services Bases, Prestige, State Owned Buildings, State Owned Housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.

6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.

6.3 The Department intends appointing one successful Service Provider per area.

6.4 **The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful Bidder do not have the right to all projects/works/orders in the region it bid for.**

6.5 **The Department will not appoint the same Service Provider for more than two areas per discipline. (Depending on the successful bids received and range of bids in the estimations of the area) This will be done in the interest of spreading work between more service providers. The Department will only appoint the same Service Provider with more than two areas per discipline in the case where there is a shortfall of successful bidders.**

6.5.1 **All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area and preference will be given to the Bidder based in the Area bided and limited to 2 (Two) areas per Bidder.**

6.5.2 **When a contractor is the lowest price and highest scoring bidder in all areas the first area will be recommended to that Bidder, must be based in the area,**

the next lowest price and highest scoring bidder will be recommended for the next area but must be based in the area and so on.

- 6.5. **Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.**
- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.8 Where repairs are required to be specialised items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services.

7. VALUE ADDED TAX

- 7.1 All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES and PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

8.2 Unit rates entered into the Schedule 2 of Quantities:

- 8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*
- 8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*

- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for

any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.

- 8.4 The prices and rates to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.6 This is purely a maintenance term contract valid for two years only.
- 8.7 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the two year, it may exceed or be less than the offered amount on the Bid.
- 8.7.1 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 8.7.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 8.8 **The Department reserves the right to disqualify any bid offers which incorporate unit Rates that are non-market related, nominal and nil or unbalanced. All items must be priced in the price Bill, and to be competitive pricing.**
- 8.9 **NOTE: Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the Bid will be rejected.**

9. TRANSPORT COSTS

- 9.1 Transport costs, including travelling time, must be allowed for in the rates for each and every item in the price schedules.
- 9.2 Transport costs, including travelling time for Scheduled repairs will be included in the labour rates as per item. Under no circumstances will transport or travelling costs be paid where this is claimed separate item on any invoice submitted, unless it is outside the core town.
- 9.3 Please note where a schedule and non- schedule item is used on the same repair, the contractor will not be eligible to claim for transport or travelling cost on the basis of the non – scheduled item used, however non- schedule labour may be claimed for the replacement of the non- schedule item. Furthermore, the labour on site claimed for shall be reasonable and justified.

- 9.4 In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy if the time claimed by the Bidder is justified

10. ACCESS TO PREMISES

The Bidder undertakes to:

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. ACCESS CARDS TO SECURITY AREAS

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only South Africa Identity Documents will be accepted on site.

12. SECURITY CHECK ON PERSONNEL

- 12.1 The Department or the Chief of the South Africa National Defence Force, or the Commissioner of the South Africa Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of South Africa National Defence Force or the Commissioner of the South Africa Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so

forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

12.3 Only South Africa Identity Document will be accepted on site.

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 All Technician's/Artisan's certificates of qualification and apprenticeship contracts shall be submitted with the tender for evaluation by this Department.
- 13.3 By not complying with this clause the tender shall not be taken in consideration and shall or could lead to disqualification.
- 13.4 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.
- 13.5 **Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.**

14. DRESS CODE

- 14.1 **The following dress code must be adhered to at all times by all workers:**
- 14.2 Workers must have a COMPANY WORK SUIT with the company logo on it.
- 14.3 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.4 The dress code must adhere to the OHSA in terms of protection for all workers for this Particular service.
- 14.5 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.

- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

- 16.1 All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

- 17.1 **Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect Invoices, fictitious Supplier Invoices or any contravention of the National Treasury Regulations**

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.
- 18.4.1 NOTE: RESPONSE TIME: The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.**

19. MANAGEMENT AND EXECUTION OF WORK **The Successful Bidder undertakes to:**

- 19.1 **Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. Seven (7) days after letter of acceptance date, failing to do so will be in Breach of the contract and may lead to termination of this contract.**
- 19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.8 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.11 **Only Authorised specialised services may be sub-contracted.**

20. OFFICIAL INSTRUCTION FOR REPAIRS

- 20.1 **An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.***

- 20.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

21. EMERGENCY REPAIRS

- 21.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.
- 21.2 Emergency repairs after hours may be executed with only receipt of an official complaint (CPT) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 21.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

22. JOB CARDS ("M" FORMS) FOR REPAIRS

- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 **Job Cards shall be completed in all respects for each and every repair work. Complete job card for each and every day the service is rendered to be submitted to the Respective Works Manager. Job cards will indicate "job still in progress" and the final job card will indicate "job completed". This job card with Job completed must be faxed/e-mailed the same day to the Departmental Representative, copy left with the client Department and all original Job Cards to be submitted with invoice for payment.**
- 22.3 The Job Card must be completed legibly in black ink after completion of each repair.

All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.

22.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.

22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.

22.6 Failure to comply with the above could delay payment.

22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
(No job card will be accepted should the above not be completed)

22.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.

22.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract

22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.

22.10.1 NOTE: All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

23. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

23.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.

23.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

23.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.

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

23.4.1 Must be on a Company Letter Head;

23.4.2 The words 'tax invoice' in a prominent place;

23.4.3 The name, address and registration number of the supplier;

- 23.4.4 The name and address of the recipient;
 - 23.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 23.4.6 Description of the goods or services supplied;
 - 23.4.7 The quantity or volume of the goods or services supplied;
 - 23.4.8 Either;
 - 23.4.8.1 The value of the supply, the amount of tax charged and the consideration for the supply; or
 - 23.4.8.2 Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.
- 23.5 Prices must be clear with no corrections; no Correction ink may and must not be used on any documentation.
- 23.6 The supplier's address and contact details must be clear and current (contactable)
- 23.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 23.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 23.9 The Department reserve the right to scrutinize all supplier's invoices, prices for items supplied and services rendered shall be market related.

24. INVOICES FROM BIDDER

- 24.1 Invoices for services rendered, must be accompanied by Original Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original Bid document by means of the page and item numbers e.g. 2.2 (page 2, item 2)
- 24.2 The following information is required on the layout of an invoice:
- 24.2.1 Invoice must be on company's letterhead;
 - 24.2.2 Invoice must be addressed to DPW;
 - 24.2.3 Invoice must have invoice date and number;
 - 24.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - 24.2.5 Invoice must provide, address of Client Dept. where and what service was rendered;
 - 24.2.6 CPT reference and order numbers must appear on invoice;
 - 24.2.7 Full description of work been carried out;
 - 24.2.8 The name and email address of the respective Works Manager handling the specific service.
- 24.3 Services to equipment:

- 24.3.1 Services are not compulsory
- 24.3.2 Services can be cancelled at the Department's discretion.
- 24.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
- 24.3.4 Services completed without call centre complaint will not be paid by the Department
- 24.3.5 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
- 24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

25. PAYMENT TO CONTRACTORS

- 25.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 30 days after completion of a job.
- 25.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 25.3 Bidders are also urged to submit all outstanding invoices within six (6) months after completion of this contract.
- 25.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 25.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 25.5.1 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**
- 25.5.1.1 **The Contractor may not proceed with any new work/repairs unless all invoices pertaining to prior work/repairs done to, or in respect of the same facility/installation/components have been duly submitted to the Department for payment.**

26. PROFIT ON MATERIAL

- 26.1 Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

27. HOURS OF WORK

- 27.1 The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule Two, on non-schedule items only.

29. EXECUTION OF WORK BY OTHERS

- 29.1 Although this Bid includes day-to-day repairs to all State Owned Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. RE-STRICITION ON THE USE OF LABOUR

- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical/Plumbing work.
- 30.2 All work on this contract is to be carried out with hand labour where possible by workers recruited from the local area. Wage rates are to be negotiated with the local civics and chiefs of the relevant area (tribal communities).
- 30.3 The Department may request the contractor to supply a detailed list of all employed casual workers.

31. MARKING OF EQUIPMENT

- 31.1 The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. SUBMISSION OF PROGRESS REPORTS

- 32.1 The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis.

33. National Department of Public Works Call Centre

- 33.1 The Department has a National Department of Public Works Call Centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

34 IMPORTANT NOTICE

34.1 THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

35. ASSOCIATED ELECTRICAL WORK

35.1 The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.

35.2 **NOTE:** All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.
All electrical work falls within the scope of this document and is the responsibility on the main contractor

36 AWARDING OF STATE CONTRACTS

The State reserves rights to make an award or award a contract to more than one supplier to address product availability, equitable distribution of opportunities and compatibility. Due diligence will be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.

SUMMARY PAGE.

	SUMMARY		
SCHEDULE 1:	SUB TOTAL		
	VAT (if Registered)	15%	
	Grand Total		

VAT Registration No : _____ (if applicable)

Grand total to be carried over to DPW 07 (FM) Offer and Acceptance form in document failing to do so will deemed to be a non-responsive bid.

TAKE NOTE that once rates are calculated and found that calculation era has been made whatsoever the Department will not give you the opportunity to rectify this era and will disqualify the Bid (Schedule 1 or Non-Schedule 2)

- 1 This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.**
- 2 All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.**

NAME OF Bidder:	
ADRESS:	
CONTACT DETAILS: CELL	
OFFICE NUMBER	
FAX NUMBER	

SIGNED _____ DATE _____

SCHEDULE ONE

***Note: Pricing of Unit Rates to include Material and Labour, Contractor to include Transport cost**

ITEM	DESCRIPTION	Unit	Qty.	Rates material	TOTAL
1	REMOVAL AND REPLACEMENT OF ROOF COVERINGS; NOTE: This type of work will be for removal and replacement of roof coverings in small areas due to storm damage				
1.1	Removal of asbestos roof coverings as per asbestos act	M ²	300		
1.2	Remove and replace profiled metal roof sheeting, purlins to remain.	M ²	300		
1.3	Remove profiled metal roof sheeting including damaged purlins	M ²	800		
1.4	Remove and replace concrete or clay roof tiles battens to remain	M ²	800		
1.5	Remove concrete or clay roof tiles and damaged battens.	M ²	800		
1.6	Remove and replace fiber cement roof slates battens to remain.	M ²	400		
1.7	Remove fibre cement roof slates and damaged battens	M ²	400		
2	REPLACE/REPAIR DAMAGED CEILINGS NOTE: This type of work will be in Small areas due to damage that may occur.				
2.1	Remove/ replace existing gypsum plaster board ceiling's including damaged branding	M ²	600		
2.2	Replace/Remove existing Nu-Tech board including damaged	M ²	250		

	brandering				
2.3	Replace /Remove existing damaged Rhino covered cornice and prepare surface	M	100		
2.4	Replace damaged 9mm x 45mm wooden cover strips	M	100		
2.5	Replace Eaves	M ²	150		
2.6	Paint ceilings and eaves white	M ²	250		
3	GUTTERS				
3.1	Cleaning of gutters, downpipes and shoes,	M	300		
3.2	Replace or Repairs PVC Gutters	M	60		
3.3	Replace or Repairs Aluminum Seamless Gutters	M	300		
3.4	Replace or repairs fibre cement gutter	M	100		
3.5	Remove asbestos gutters as per asbestos act	M ²	100		
4	EXCAVATION				
4.1	Hack up and remove concrete Footings	M ³	25		
4.2	Over 0,0mm and up to 100mm thick concrete Slabs	M ³	25		
4.3	Over 100mm and up to 150mm thick concrete Slabs	M ³	25		
4.4	Over 150mm and up to 300mm thick re-enforced concrete surfaces	M ³	25		
5	WATERPROOFING				
5.1	Remove and repairs to tiled roof with an approved waterproofing system applied as per manufactures specification with the paint and membrane method	M ²	50		
5.2	Repairs to flat concrete roofs with an approved waterproofing system applied as per manufactures specification with the torch on method 4mm thick	M ²	100		
5.3	Repairs to metal roof sheets with an approved waterproofing system applied as per manufactures specification with the paint and membrane method	M ²	200		
5.4	Replace roof screws with	No	200		

	washers steel or rubber for water tightness				
5.5	Seal roof screws and make watertight	No	200		
6	TIMBER				
6.1	Remove and replacement of barge boards and fascia boards. (timber)	M	100		
6.2	Remove and repair /re-fix barge boards and fascia boards.(timber)	M	100		
6.3	Remove and replacement of PVC fascia/barge board	M	20		
6.4	Remove and repair/re-fix PVC fascia board.	M	20		
6.5	Remove and replacement of Nutec fascia board	M	100		
6.6	Remove and repair/re-fix Nutec fascia board	M	100		
7	Remove/Replacement of timber beams(no Black Cross timber) SANS Approved Timber				
7.1	114mm x 38mm SA Pine	M	100		
7.2	76mm x 50mm SA Pine	M	100		
7.3	228mm x 38mm SA Pine	M	100		
7.4	228mm x 50mm SA Pine	M	100		
8	ROOF COVERING				
8.1	Replace Polycarp roof sheets – Big six profile	M ²	100		
8.2	Replace Polycarp roof sheets- IBR profile	M ²	250		
8.3	Replace Polycarp roof sheets – Corrugated profile	M ²	250		
8.4	Replace metal corrugated roof sheets including fixings and leave watertight.	M ²	250		
8.5	Replace metal IBR roof sheets including fixings and leave watertight	M ²	250		
8.6	Replace metal Clip-lock roof sheets including fixings and leave watertight	M ²	250		

8.7	Replace clay tiles	M ²	400		
8.8	Replace Slate tiles	M ²	400		
9	FENCING				
9.1	Diamond wire mesh fencing(galvanized) 1,2m -1,8m high	M	400		
9.2	Diamond wire mesh fencing(galvanized) 1,83m high	M	400		
9.3	Diamond wire mesh (plastic coated) 1,2M high	M	400		
9.4	Welded mesh (galvanized 25x50) 1,2m high	M	250		
9.5	Welded mesh (galvanized 25x50) 1,83m high	M ²	250		
9.6	Corner posts 1,2m high above ground level	No	50		
9.7	Corner posts 1,83m high above ground level	No	50		
9.8	Stays 1,2m high above ground level	No	150		
9.9	Stays 1,83m high above ground level	No	150		
9.10	Strands(galvanize)4mm	M	400		
9.11	Strands(plastic coated) 4mm	M	100		
9.12	Standard Steel Gates 1.2x 3.1m covered with Diamond Mesh	No	10		
9.13	Repair/replace Clear View	M	50		
9.14	Remove/Replace razor wire	M	500		
10	VIBRACRETE WALLS				
10.1	Vibrecrete slabs	No	10		
10.2	Corner posts 1,2m high above ground level	No	10		
10.3	Corner posts 1,8m high above ground level	No	10		
10.4	Standard concrete posts1,2m high above ground level	No	15		
10.5	Standard concrete posts1,8m high above ground level	No	15		
11	BRICK WORK				
11.1	Half Brick Wall (Single wall)	M ²	400		
11.2	Full Brick wall (Double wall)	M ²	500		
11.3	Plastering of walls	M ²	400		
12	CONCRETE WORK (New				

	works)				
12.1	Footings (20- 25mpa)	M ³	10		
12.2	Slabs (15-20mpa)	M ³	10		
13	FLOOR COVERING (new to include all materials and fixing cements/glues)				
13.1	Ceramic Tiles 500mm x 500mm	M ²	50		
13.2	Carpet floor Tiles	M ²	50		
13.3	Laminated Flooring	M ²	25		
13.4	Timber Flooring	M ²	25		
13.5	Scaffolding	M ³	100		
14	GENERAL PLUMBING REPAIRS, MAINTENANCE AND HIGH PRESSURE CLEANING OF BLOCKED DRAINS AND SEWER LINES				
14.1	REPLACE COPPER TUBING ABOVE GROUND & INSIDE WALLS INCLUDING ALL NECESSARY, CLIPS AND HOLDERBATS				
14.1.1	*15 mm DIAMETER	m	50		
14.1.2	22 mm DIAMETER	M	50		
14.1.3	*28 mm DIAMETER	M	50		
14.2	REPLACE ABOVE GROUND GALVANISED MILD STEEL WATER PIPE INCLUDING ALL CLIPS AND HOLDER BATS				
14.2.1	*15 mm DIAMETER	m	50		
14.2.2	22 mm DIAMETER	M	50		
14.2.3	*28 mm DIAMETER	M	50		

14.3	REPLACE UNDERGROUND GALVANISED MIL STEEL WATER PIPE INCLUDING PIPE FITTINGS AND ACCESSORIES, EXCAVATION AND BACKFILLING TO MATCH EXISTING				
14.3.1	*110 mm DIAMETER	M	300		
14.3.2	*160 mm DIAMETER	M	300		
14.3.3	*200 mm DIAMETER	M	300		
14.4	REPLACE UNDEGROUND MILD STEEL PIPING WITH CLASS 12 HDPE WATER PIPE INCLUDING EXCAVATIONS AND BACKFILL TO MATCH EXISTING				
14.4.1	*110 mm DIAMETER	M	150		
14.4.2	*160 mm DIAMETER	m	150		
14.4.3	*200 mm DIAMETER	M	20		
14.5	REPLACE UNDEGROUND MILD STEEL PIPING WITH CLASS 16 HDPE WATER PIPE INCLUDING EXCAVATIONS AND BACKFILL TO MATCH EXISTING				
14.5.1	*110 mm DIAMETER	M	20		
14.5.2	*160 mm DIAMETER	M	20		
14.5.3	*200 mm DIAMETER	M	10		
14.6	REPLACE UNDERGROUND CLASS A UPVC CLASS 16 WATERPIPE INCLUDING EXCAVATIONS AND BACKFILLING TO MATCH EXISTING,				

14.6.1	*110 mm DIAMETER	M	50		
14.6.2	*160 mm DIAMETER	M	50		
14.6.3	*200 mm DIAMETER	M	50		
14.7	SUPPLY AND FIT TO BURST GALVANISED MILD STEEL PIPE A JOHNSONS QUICK COUPLER (OR SIMILAR APPROVED)				
14.7.1	*110 mm DIAMETER	No	10		
14.7.2	*160 mm DIAMETER	No	10		
14.7.3	*200 mm DIAMETER	NO	10		
14.8	REPAIR CRACKED /LEAKING PIPE WITH KAMFLEX COUPLING				
14.8.1	*110 mm DIAMETER	No	50		
14.8.2	*160 mm DIAMETER	No	50		
14.8.3	*200 mm DIAMETER	No	50		
14.9	REPLACE ABOVE GROUND GALVANIZED MILD STEEL WATER PIPE WITH APPROVED POLYCOP PIPE INCLUDING CUTTING INTO EXISTING PIPING, REMOVING EXISTING PIPING, NEW PIPING AND ALL NECESSARY CLIPS, HOLDER BATS AND ACCESSORIES (COLD WATER)				
14.9.1	15MM DIAMETER PIPE FIXED TO WALLS, CEILINGS, FLOORS,ETC	M	50		
14.9.2	22MM DIAMETER PIPE FIXED	M	50		

	TO WALLS, CEILINGS, FLOORS,ETC				
14.9.3	28MM DIAMETER PIPE FIXED TO ROOF TIMBERS OF TRUSSES IN	m	50		
14.10	UNBLOCK THE FOLLOWING				
14.10.1	CLEAR BLOCKED STORMWATER DRAINAGE	No	100		
14.10.2	CLEAR BLOCKED WASTE PIPES	No	100		
14.10.3	CLEAR OUT BLOCKAGE IN SEWER SYSTEM – OTHER BUILDINGS	No	100		
14.10.4	PUMP LIQUID AND SOLID SEWERAGE INTO TANK LORRY AND TRANSFER INTO ANOTHER AUTHORISED DRAIN ALLOW FOR 500,000 LITRES	Lt	600		
14.10.5	CLEAN OUT WATERTANKS (a) 500 TO 10000LITRES	No	5		
14.10.6	(b) 1001 TO 5000 LITERS	No	5		
14.10.7	PUMP WATER OUT OF TRENCHES ALLOW FOR 100,000 LITRES	Lt	1000		
14.10.8	PUMP WATER OUT OF LIFT SHAFTS	Lt	100		
14.10.9	SUPPLY FRESH DRINKING WATER	Lt	2000 0		
14.11	SUPPLY AND FIT IN NEW SIMILER GATE VALVE				
14.11.1	15mm Gate Valve	No	15		
14.11.2	22mm Gate Valve	No	15		
14.11.3	28mm Gate Valve	No	15		
14.11.4	32mm Gate Valve	No	15		

14.11.5	50mm Gate Valve	No	15		
14.11.6	80mm Gate Valve	No	15		
14.11.7	110mm Gate Valve	No	12		
14.11.8	160mm Gate Valve	No	12		
14.11.9	200mm Gate Valve	No	7		
15	EXPANDED PUBLIC WORKS PROGRAM				
15.1	The provision of remunerations is based on official Labour rates of R21, 69/hr as the amount agreed by NMW from the Minister of Labour. The Bidder shall include Salaries of 2 x employees per year x 2 years = 4 employees (R21, 69 X 8hs/day x 21days = R3643.92/month/pp).	No	4		
15.2	Classic 80/20 Poly-cotton 2 Piece Conti suit (Overalls)	No	4		
15.3	Safety Boot Ironman Oil/Acid/Cap ST/Midsole BLK	No	4		
15.4	Candy Stripes Workers Gloves – Wrist	No	4		
15.5	SABS Approved Hard Hat	No	4		
16	TREE FELLING CUTTING DOWN OF TREES AND REMOVAL FROM SITE				
16.1	CUTTING OF TREES WITH A GIRTH UP TO 500mm AND 3m HIGH AND REMOVAL FROM SITE	No	15		
16.2	CUTTING OF TREES WITH A GIRTH UP TO 750mm AND 5m HIGH AND REMOVAL FROM SITE	No	10		
16.3	CUTTING OF TREES WITH A	No	10		

	GIRTH UP TO 1m AND 7.5m HIGH AND REMOVAL FROM SITE				
16.4	CUTTING OF TREES WITH A GIRTH UP TO 1.2m AND 10m HIGH AND REMOVAL FROM SITE	No	10		
16.5	CUTTING OF TREES WITH A GIRTH UP TO 1,2m AND 12m HIGH AND REMOVAL FROM SITE	No	10		
16.6	CUTTING OF TREES WITH A GIRTH UP TO 1.5m AND 15m HIGH AND REMOVAL FROM SITE	No	10		
TOTAL					

ITEM	
	(Example) CLEAR OUT BLOCKAGE IN SEWER STACK – HIGH RISE BUILDINGS AND CONSEALED AREAS UP TO 40m
1	
1.1	
	* U N I T R A T E Time spent on site (scheduled & non scheduled) TOTAL
1.1.1	Emergency Rate 650 R650
1.1.2	Normal Rate 550 R550
2	MAJOR PLANT : Non-Schedule Work Only
	Percentage mark-up on non-schedule Major Plant items.(maximum 0%)
	Supporting document from Hiring company to be submitted with accounts(supplier copies to be certified by SAPS only)

	(Provisional Amount)		
3			
3.1	Transport (see transport note 1.2.4.2 for calculations)		R8.00
	Calculations : distance travelled from centre		
	of town to work place.		
	Rate multiplied the distance travelled		
	MATERIAL		
	Non Schedule Material		
	Percentage mark-up on non-schedule Material items.(maximum 25%)	%	
	Supporting document to be submitted with accounts (Provisional Amount)		
		R	



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY

IN

**KURUMAN AND SURROUNDING AREAS:
MAINTENANCE & REPAIRS OF GENERAL BUILDING
WORKS FOR 24 MONTHS (TERM CONTRACT)**

**MANAGED BY
THE DEPARTMENT OF
PUBLIC WORKS**

SCHEDULE E
HEALTH AND SAFETY SPECIFICATION

Health and Safety Specification

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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Initial Hazard Identification and Risk Assessment

1. INTRODUCTION AND BACKGROUND**1.1 Background to the Pre-Construction Health and Safety Specification**

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1) (b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
 - 4.1 A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
 - 4.2 A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.

- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolution of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-Construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

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

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

2.2 Contractual Issues

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

- 2.2.2 The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 2.2.3 The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 2.2.4 The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

- 2.3.1 The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2.3.2 Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 2.3.4 Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 APPLICATION

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

2.4.2 DEFINITIONS

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

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

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

forwarded to the Client prior to the commencement of Construction work.

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

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

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

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

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

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

2.5.3 Competency of Contractor's Appointed Competent Persons

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

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

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

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

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor

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

2.5.5 Occupational Health and Safety Policy

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.6 Health and Safety Organogram

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

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

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
 - a) A list of hazards identified as well as potentially hazardous tasks;
 - b) A documented risk assessment based on the list of hazards and tasks;
 - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
 - d) A monitoring and review procedure of the risks assessment as the risks change.
- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).

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

2.5.8 Health and Safety Representative(s)

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.9 Health and Safety Committees

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

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

2.5.10 Health and Safety Training

2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 Awareness

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

2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.

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

2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.
- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
 - List of key competent personnel;
 - Details of emergency services;
 - Actions or steps to be taken in the event of the specific types of emergencies;
 - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service

providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.

- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

2.5.15 Accident / Incident Reporting and Investigation

- 1) Injuries are to be categorized into the following categories:
 - 1) first aid;
 - 2) medical;
 - 3) disabling; and
 - 4) Fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.

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

2.5.16 Hazards and Potential Situations

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
 - Lost or stolen;
 - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)

- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
 - Use of Explosives and Blasting;
 - Work for which a fall prevention plan is required;
 - Use of cradles, and
 - Electrical work
 - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

2.6.2 Excavations, Shoring, Dewatering or Drainage

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection.

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.
- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.
- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.
- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

2.7 Plant and Machinery

2.7.1 Construction Plant

- 3.2 All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- 3.3 Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 3.4 Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- 3.5 Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

2.7.2 Vessels under Pressure (VUP)

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

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

2.7.3 Fire Extinguishers and Fire Fighting Equipment

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
 - All lifting machinery and tackle has a safe working load clearly indicated;
 - Regular inspection and servicing is carried out;
 - Records are kept of inspections and of service certificates;
 - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
 - The tower crane bases have been approved by an engineer;
 - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

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

2.7.10 Portable Electrical Tools and Explosive Powered Tools

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:
 - A competent person undertakes routine inspections and records are kept.
 - Only authorized trained persons use the tools.
 - The safe working procedures apply.
 - Awareness training is carried out and compliance is enforced at all times.
 - PPE and clothing is provided and maintained.
 - A register indicating the issue and return of all explosive rounds is implemented and maintained, and
 - That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary

precautionary steps are taken where work has to be executed in the vicinity of such equipment.

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

2.7.12 Public and Site Visitor Health and Safety

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work

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

2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
 - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
 - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
 - Permit workers to stand or sit on the edge of the transporting vehicle.
 - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
- 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
- 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
- 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
- 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
- 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:

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

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

ANNEUXRE A

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

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

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

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

Appointment	OHSA Reference	Requirement abbreviated
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CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the onsite Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc.
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical	CR 24	A competent person(s) to control all temporary

Installations Supervisor		electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

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

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

General Inspections	Monthly	• Firefighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings	
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What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

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

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances

- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. welding, flame cutting etc.

NOTE:

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

NB:-

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