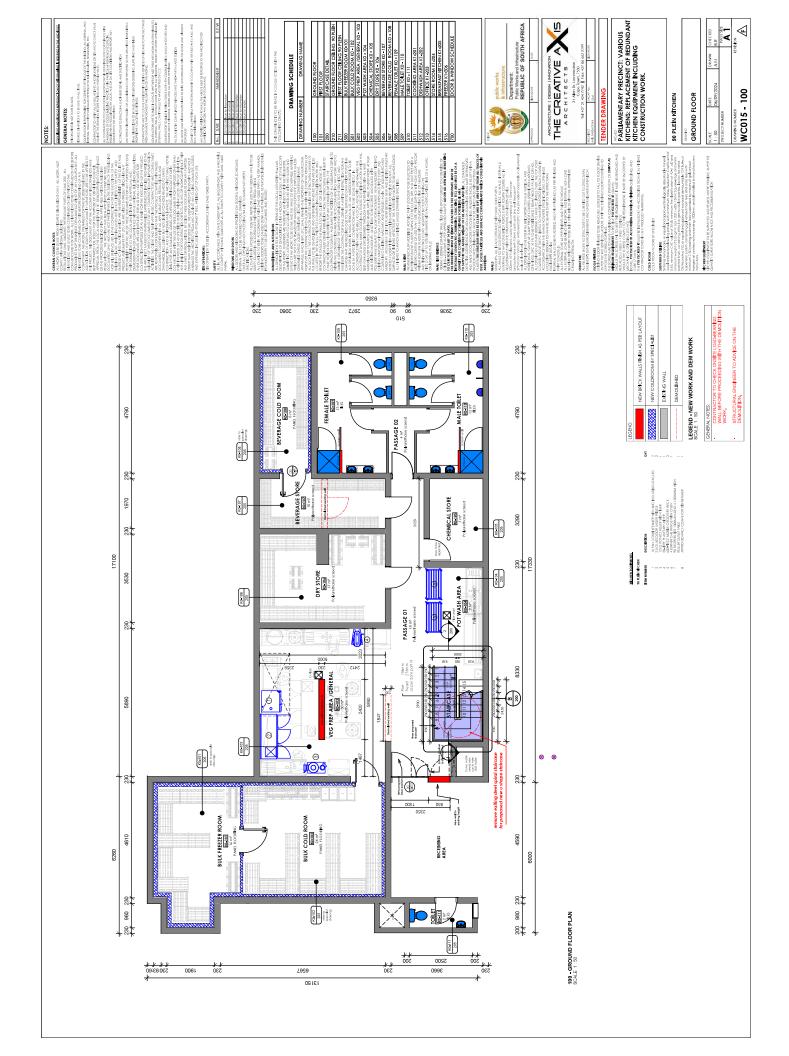
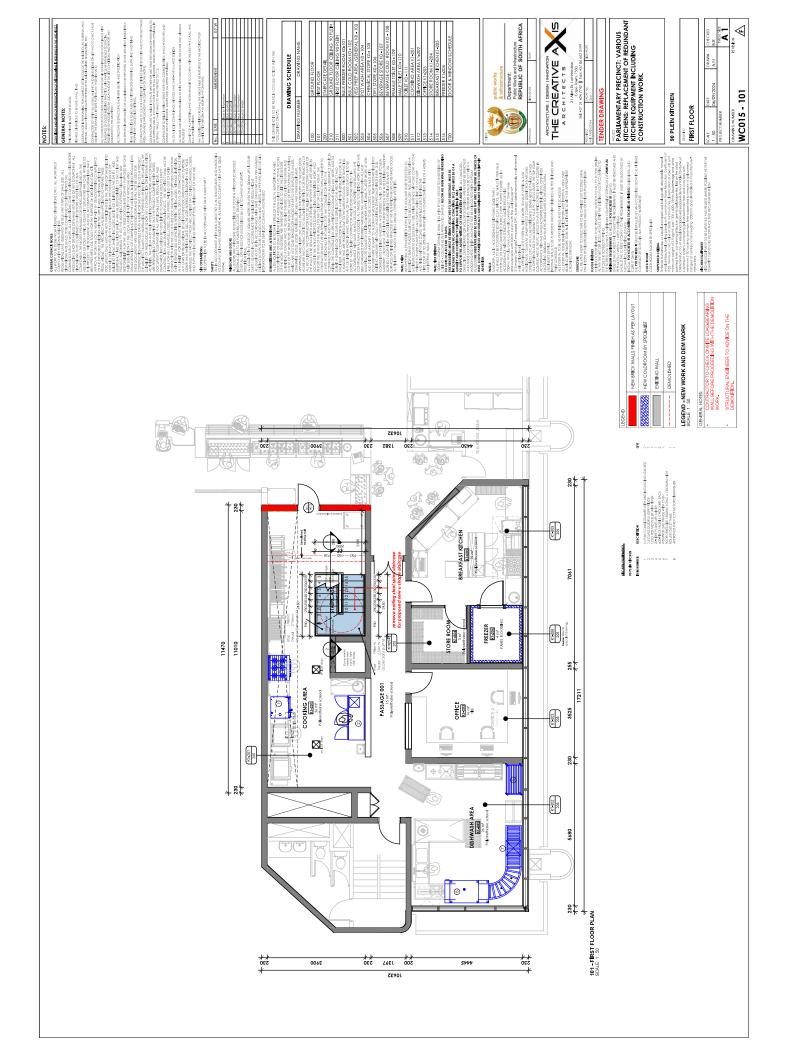
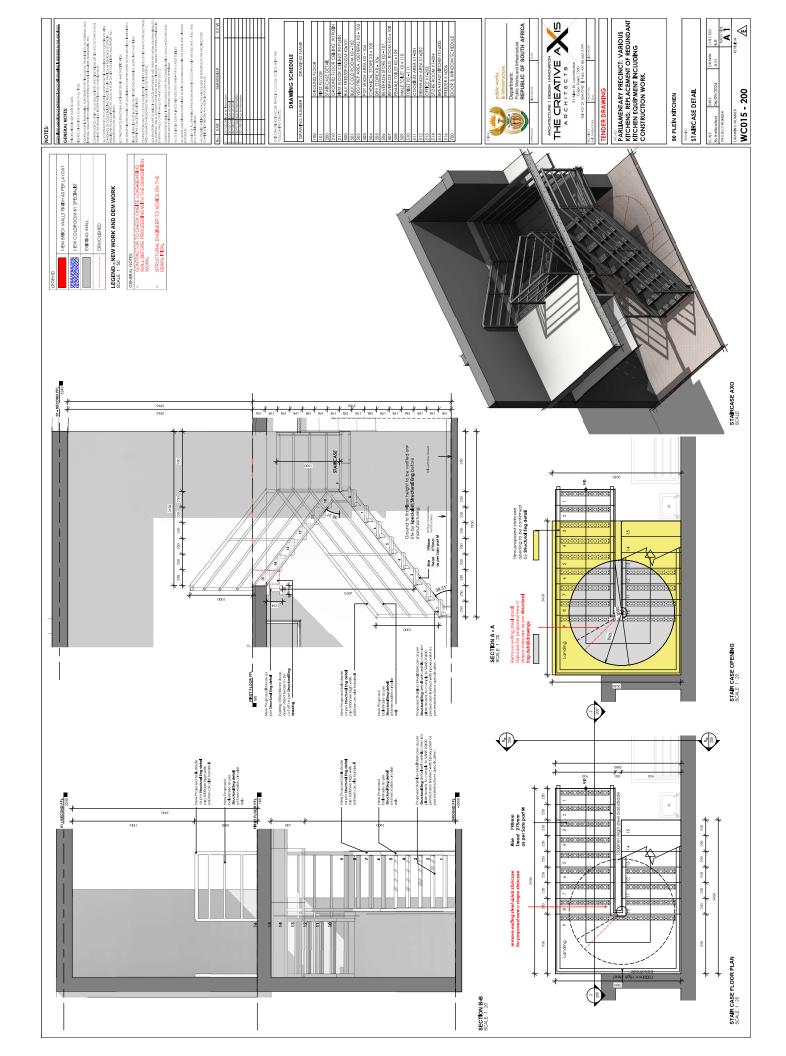
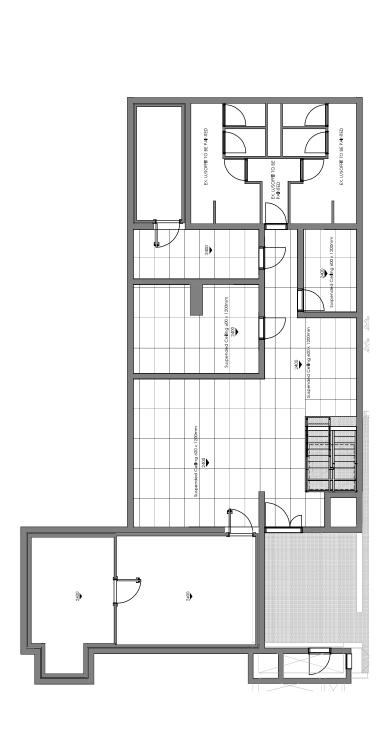
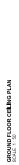
## **Drawings**











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	GROUND FLOOR	_
	HRST FLOOR	=
	STAIRCASE DETAIL	_
	GROUND FLOOR CHLING 90 PLEIN	_
	HRST FLOOR CEILING 90 PLEIN	=
	BULK FREEZER ROOM KO-101	=
	BULK COLD ROOM KO - 102	=
	VEG PREP AREA /GENERAL KO - 103	=
	POT WASH AREA KO 104	=
	CHEMICAL STORE KO - 105	=
	DRY STORE KO - 106	=

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100	GROUND FLOOR
101	HRST FLOOR
210	GROUND FLOOR CELING 90 PLEIN
21.1	FIRST FLOOR CEILING 90 PLEIN
200	BULK FREEZER ROOM KO-101
507	VEG PREP AREA /GENERAL KO 103
503	WASH AREA KO 104
504	CHEMICAL STORE KO - 105
505	DRY STORE KO - 106
506	BEVERAGE STORE KO 107 BEVERAGE COLD BOOM KO 108
508	LET KO - 109
808	MALE TO LET KO - 110
510	TOLET K0 - 111
511	COOKING AREA KI-201
512	DISHWASH AREA K1-202
513	OFFICE K1-203
514	STORE ROOM K1-204
515	BREAKFAST KITCHEN K1-205
516	FREEZER K1-206
200	DOOD & WINDOW SOUTH





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PARILAMENTARY PRECINCT: VARIOUS KITCHENS: REPLACEMENT OF REDUNDANT KITCHEN EQUIPMENT INCLUDING CONSTRUCTION WORK.

NEW BRICK WALLS FINISH AS PER LAYOUT

NEW COLDROOM BY SPECIALIST

ENESTING WALL DEMOUSHED

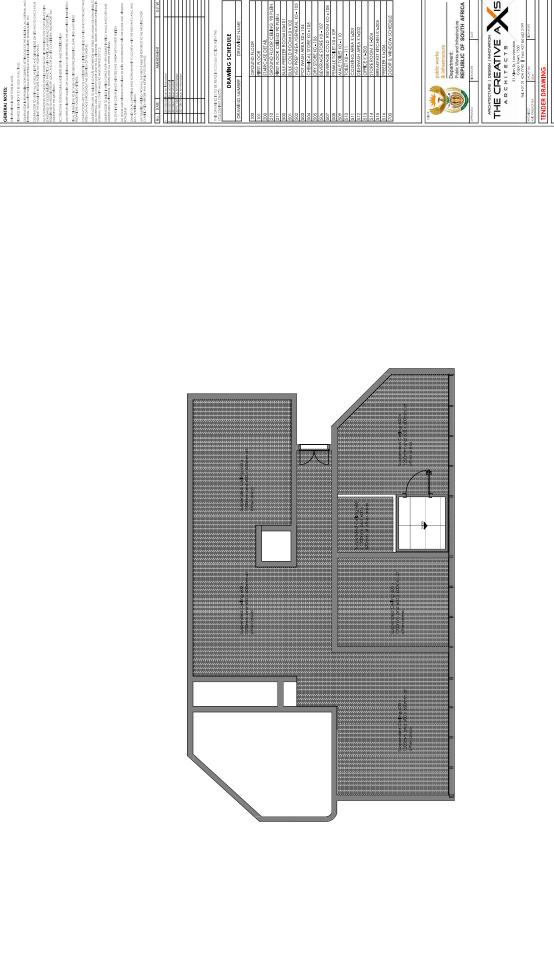
GROUND FLOOR CEILING 90 PLEIN 90 PLEIN KITCHEN

LEGEND - NEW WORK AND DEM WORK SCALE 1:50

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SCALE	1:50	PROJECT NUMBER	DRAMING NUMBER	WC015 - 210

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DRAWING SCHEDULE	DRAWING NAME
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STAIRCASE DETAIL
GROUND FLOOR CELING 90 PLEIN
FIRST FLOOR CELLING 90 PLEIN
BULK FREEZER ROOM KO 101
BULK COLD ROOM K0 - 102
VEG PREP AREA /GENERAL KO - 103
POT WASH AREA KO - 104
CHEMICAL STORE KO - 105
DRY STORE KG - 106
BEVERAGE STORE KO 107
BEVERAGE COLD ROOM KO - 108
FEMALE TO LET K0 = 109
MALE TO LET KO 110
TOLET K0 - 111
COOKING AREA K1 201
DISHWASH AREA K1-202







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E CREATIVE	ARCHITECTS	31 Alen Dr. Loevenstein Cape Tewn, 7530	Tel: +27 21 424 7742   Fox: +27 86 662 2199	SACAP NO.

TENDER DRAWING

PARLAMENTARY PRECINCT: VARIOUS KITCHENS TENDERAKIN OF REDUNDANT KITCHEN FOUNDENT CONSTRUCTION WORK.

NEW BRICK WALLS FINISH AS PER LAYOUT NEW COLDROOM BY SPECIALIST

EXISTING WALL DEMOLISHED

# 90 PLEÍN KÍTCHEN

PIRST FLOOR CEILING 90 PLEIN

LEGEND - NEW WORK AND DEM WORK SCALE 1:50

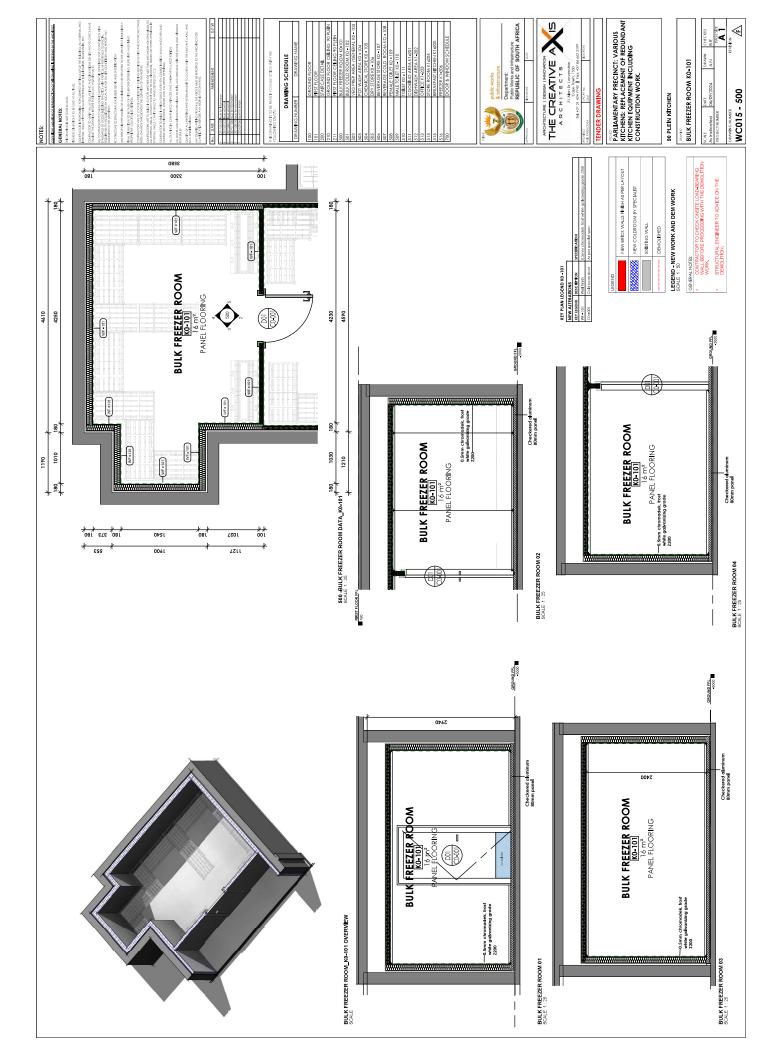
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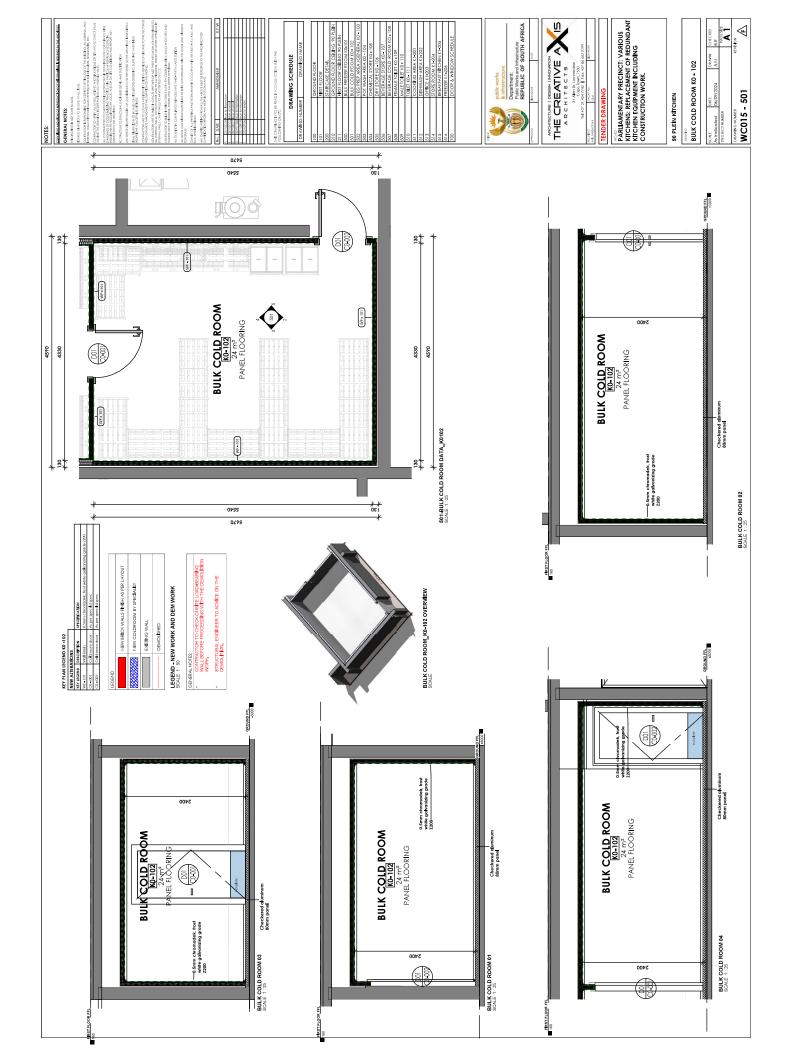
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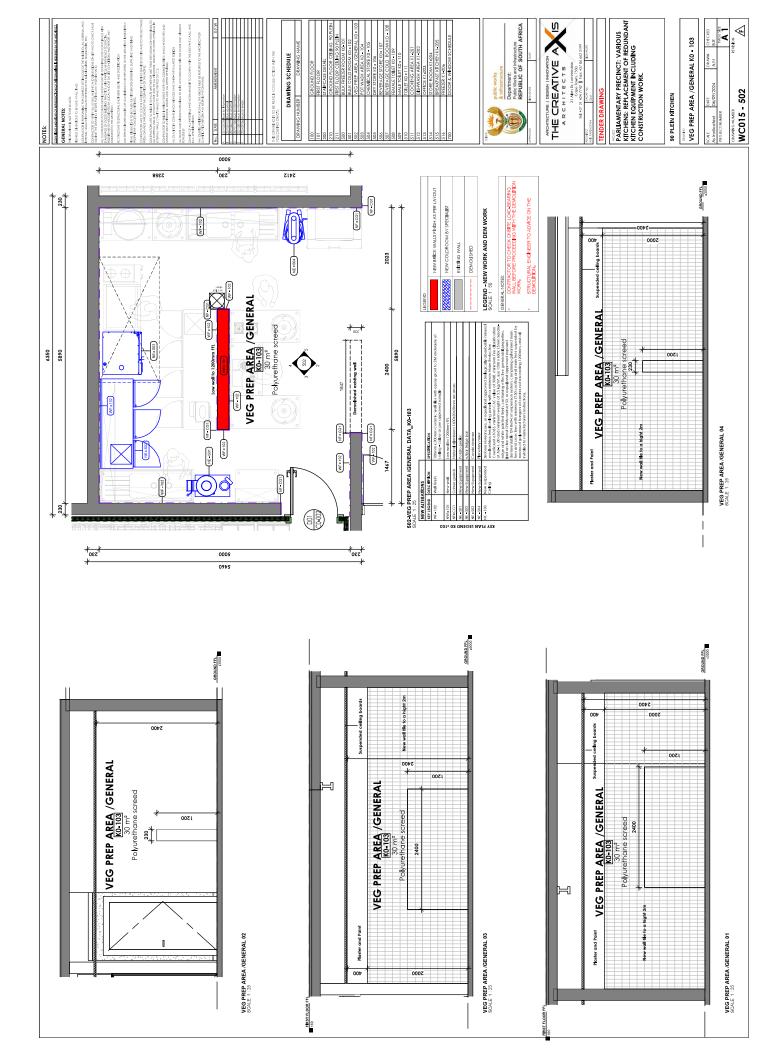
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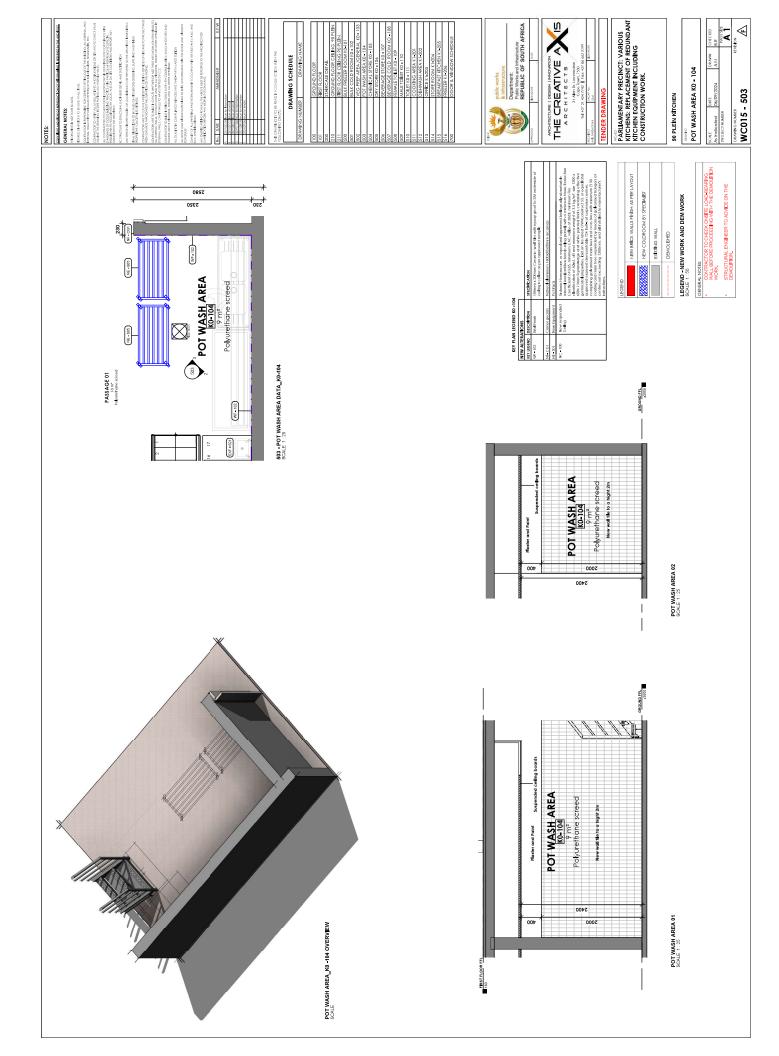
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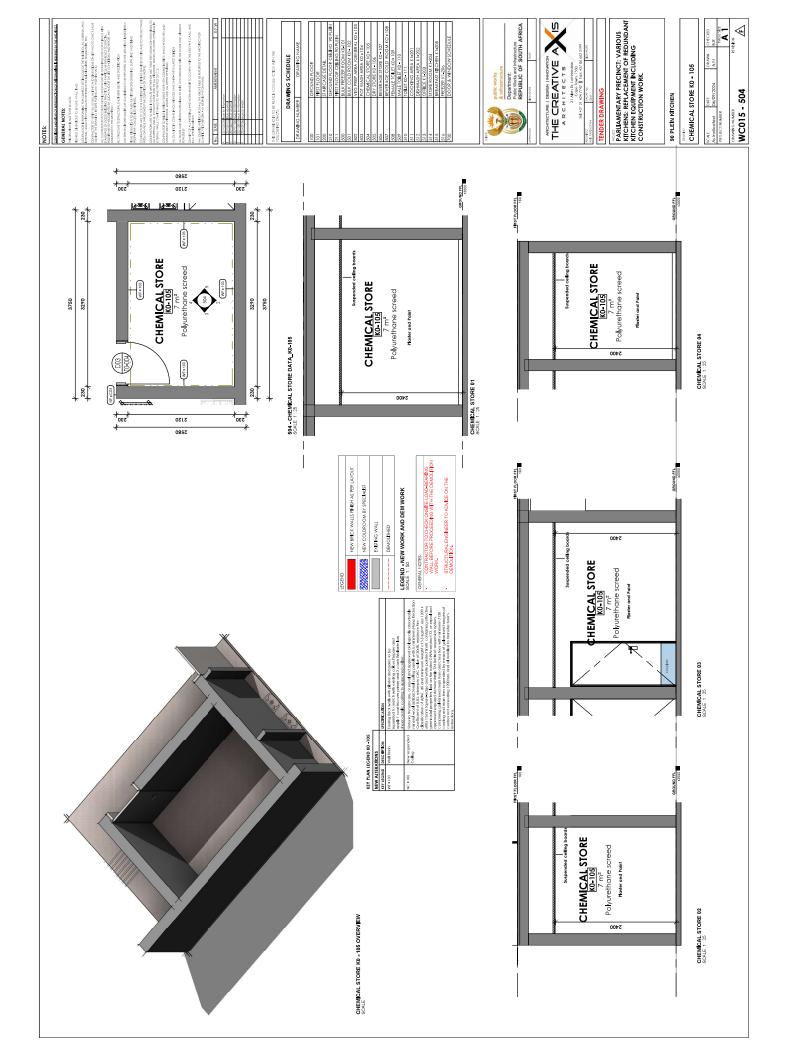
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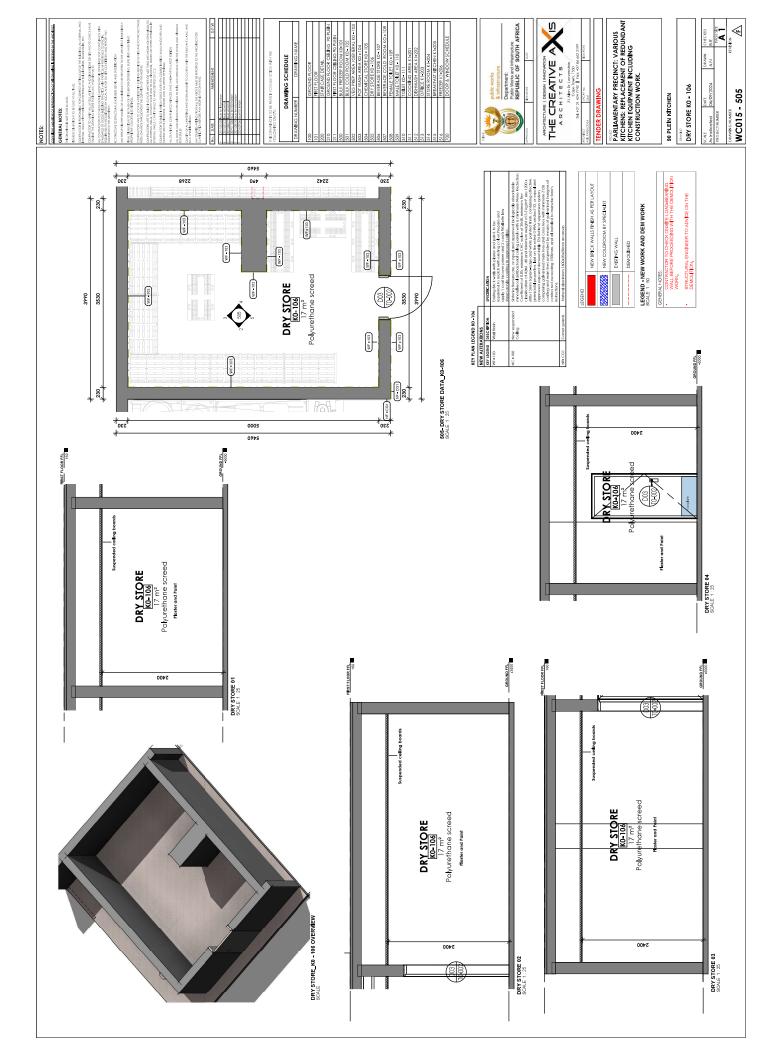


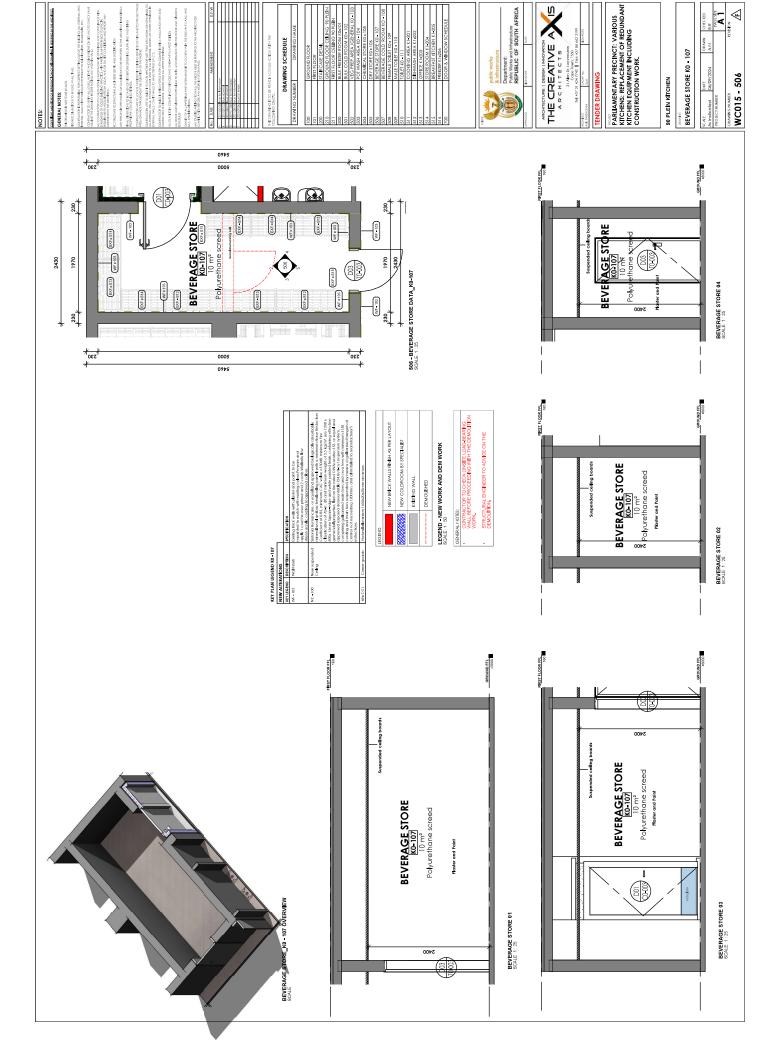


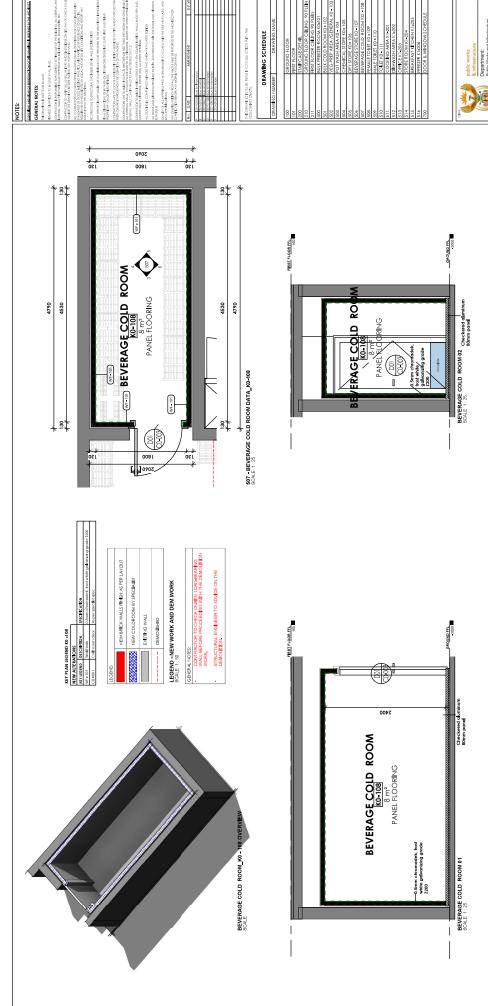




















ARCHTECTURE I DESIGN INNOWTON
THE CREATIVE A
A R C H I T E C T S

RST FLOOR FFL

FRAGE COLD ROC KO-108 8 m² Panel Floor**i**ng

PARLIAMENTARY PRECINCT: VARIOUS KITCHENS: REPLACEMENT OF REDUNDANT KITCHEN EQUIPMENT INCLUDING CONSTRUCTION WORK.

90 PLEÍN KÍTCHEN

BEVERAGE COLD ROOM KO - 108

GROUND FFL

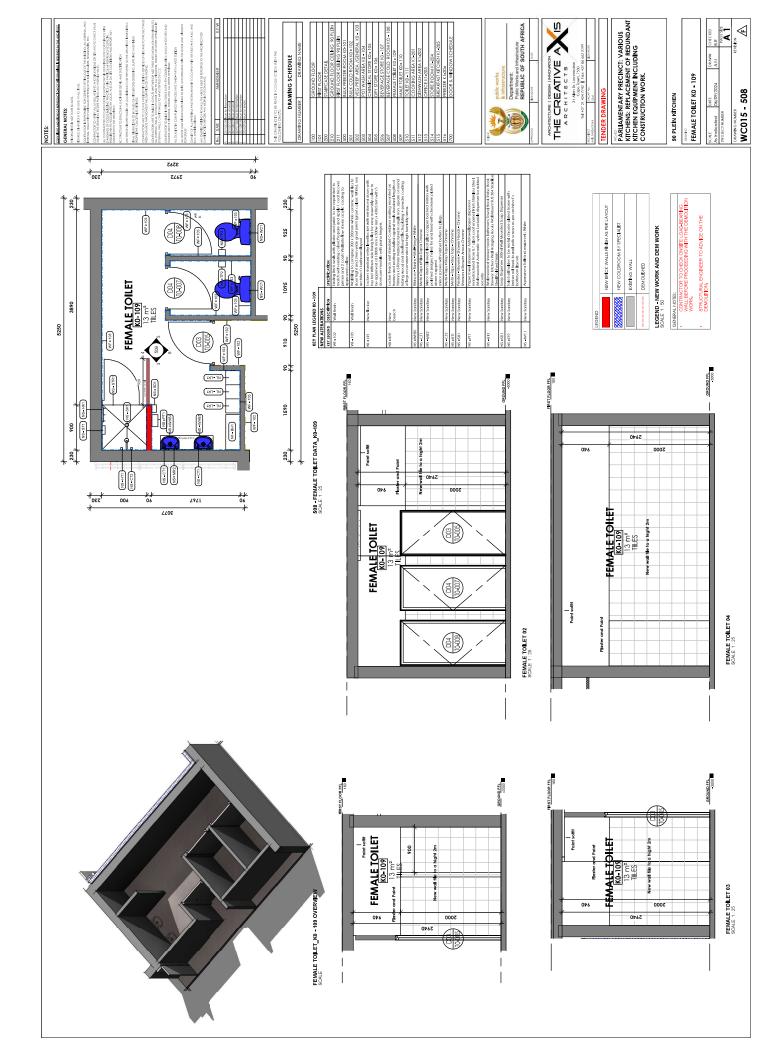
BEVERAGE COLD ROOM 03 Checkered of SCALE 1.25 80mm panel

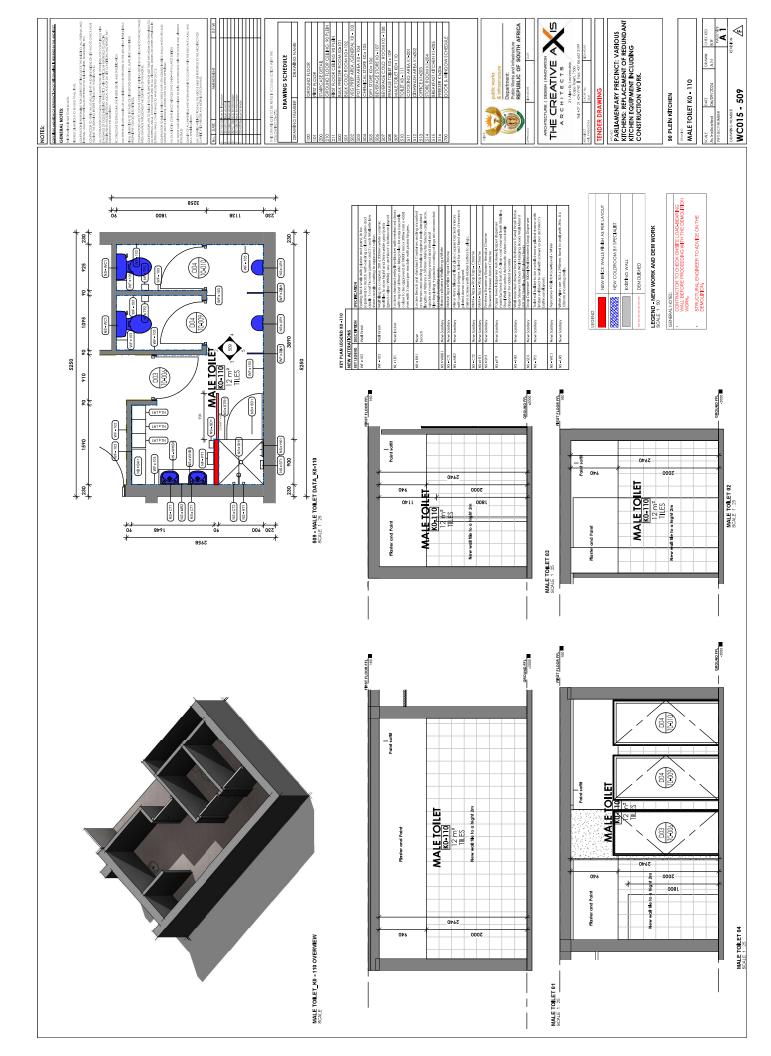
0.5mm chromadek, frost white galvanizing grade 2200

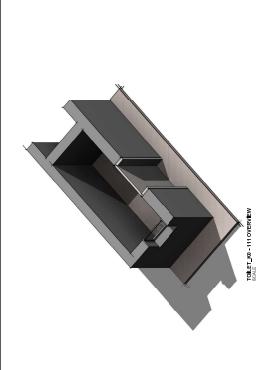
BEVERAGE COLD ROOM 04 SCALE 1:25

BEVERAGE COLD ROOM
| KO-108 | 8 m² | 8 m² | PANEL FLOORING

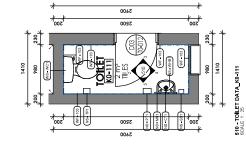
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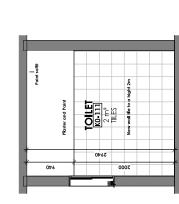


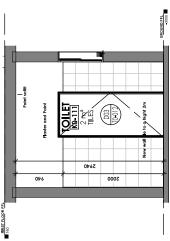


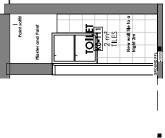


NEW ALTERATIONS	ATIONS	
KEY LEGEND	DESCRIPTION	SPECIFICATION
WF - 102	Wall finish	Existing Brick wells with plaster and point, to be repartied to match with easiling account repare and apply I coat historier primer and 2 coats Waltarie bw freen arrayle, coating to approved cobur.
WF - 103	Woll Finish	Wall fing to comprise 200 x 200mm while ceramic wall this to door hight and 2mm wide grout joints (grout colour White), see architect's baltinoom layout
NS - WHB1	New Sanitary	Hibiscus - Boshs - Wall-Hung - White
NS-CTI	New Sanitary	Melsi Taps Pillar Taps Chrome
I MM - SN	New Sanitary	Minor 4mm Shrened that glass capper backed minors with plabeted (edges, belief for and lixed with chramium plated dome capped minor screws with rabber buffers to plags.
II.d = SN	New Sanitary	Paper towel disperser Autotowel paper dispenser monitoritude from 0.7 cher coal ename first Startess Seel Wall monthed Automatic system Lackable dispenser for added security.
LOS SN	New Sanitary	Soap Dispenser 300m Wall Mounted Soap Dispenser
NS - TP2	New Sanitary	Talet ratholder to be metal chrome plated frame with fimitien rat Read to wall with screws as per architect's baltimom layouts.
NS - WC1	New Sanitary	Aquasave Tollets Low-Level - White



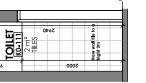








Paint soffi laster and Paint





TOILET 03 SCALE 1:25

TOILET 02 SCALE 1:25





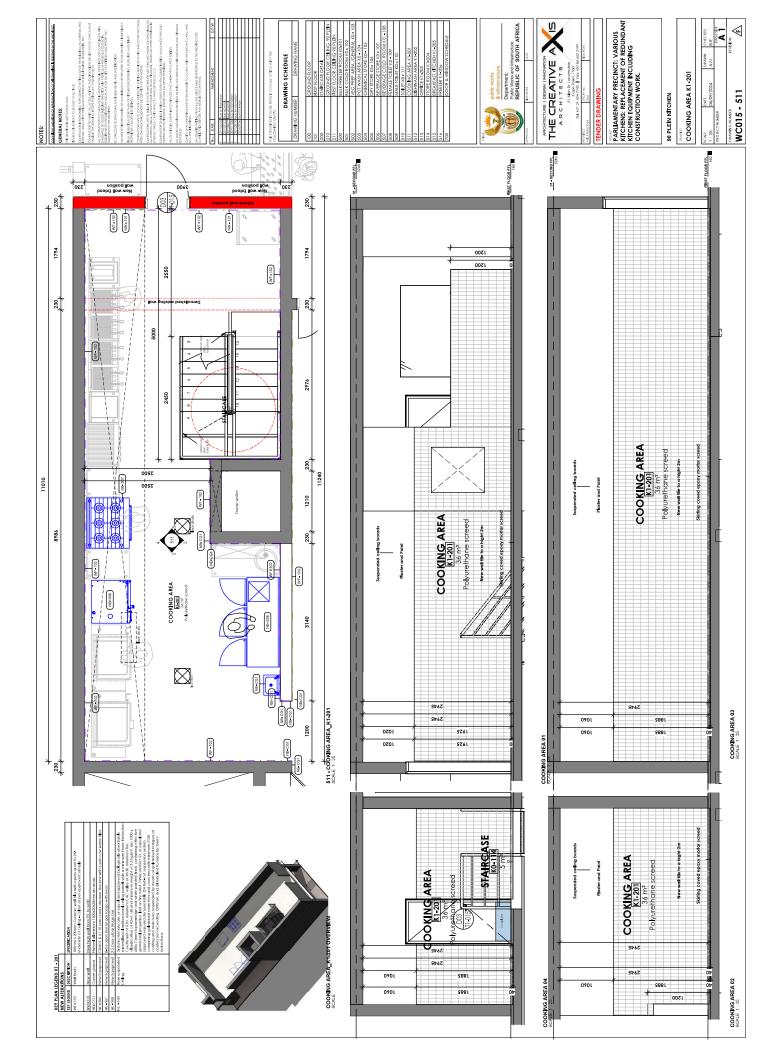
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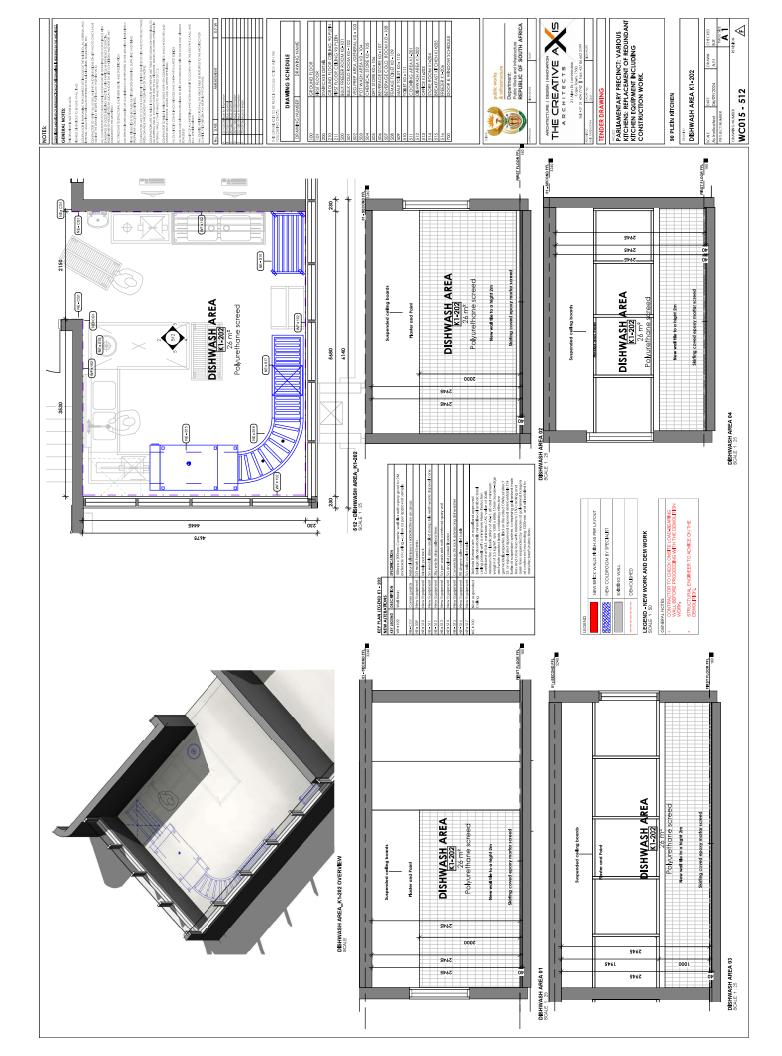
TENDER DRAWING
PARLAMENTARY PRECINCT: VARIOUS
KITCHENS: RELACEMENT OF REDUNDANT
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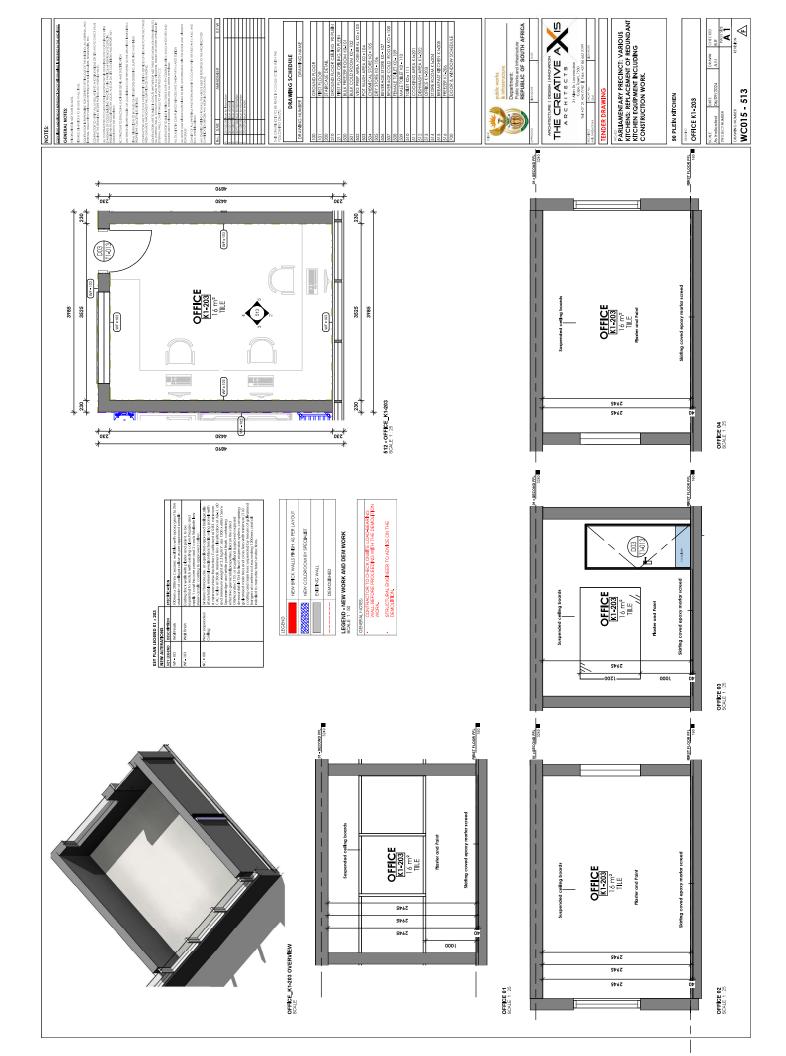
90 PLEIN KITCHEN

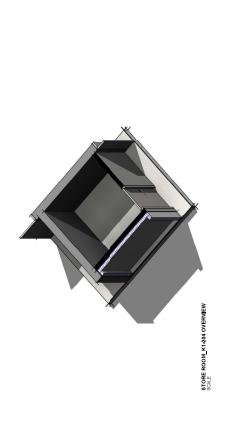
DAMPG TOLLET KO - 111

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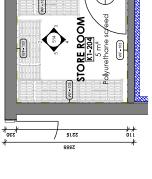








ᆲ	ERATIONS	
۵	D DESCRIPTION	SPECIFICATION
	Woll Finish	100mm x 200mm Ceramic wall flas with apoxy grout to 2M underside of celling - colour as per approved sample.
	Wall Finish	Existing thick walk with plaster and point, to be repainted to match with waking colour frapers and apply I coal throver primer and 2 coals Waltate Livi sheen anylocating to approved or built.
	Co <b>d</b> ing	Without internal research and proposed belighted the another internal people discounted of any profession of Co. Garde Co. State internal free people and Co. Garde Co. State internal free people and the continuous world of a State internal free people and the continuous world of a State internal free people and the continuous world of a State internal free people and the continuous people and the continuous the continuous people and the continuous the continuous people and the continuous people and the continuous the continuous people and the continuous people and the continuous the continuous people and people and the continuous people and the continuous people and the continuous the continuous people and the continuous people and the continuous the c



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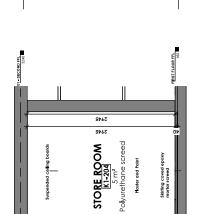
K1-204	
ROOM	ı
STORE	1:25
513 - 5	SCALE

S DRAWING IS TO BE READ IN CONJUNCTION WITH THE LLOWING DAICS. DRAWING SCHEDULE

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Polyuretha

5642

STORE ROOM
|KI-204| S m²
5 m²
Polyurethane screed

SCALE 1:25

SCALE 1: 25

SCALE 1:25

STORE ROOM 01 SCALE 1:25

Skirling coved epoxy mortar screed

Skirling coved epoxy mortar screed



01 - SECOND FFL 3240				PRST FLOOR FFL
		2945		
1	Suspended ceiling boards	STORE ROOM   K1-204   5 m² 5 m² Polyurethane screed	Master and Paint	Skirting coved spoxy mortar screed

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

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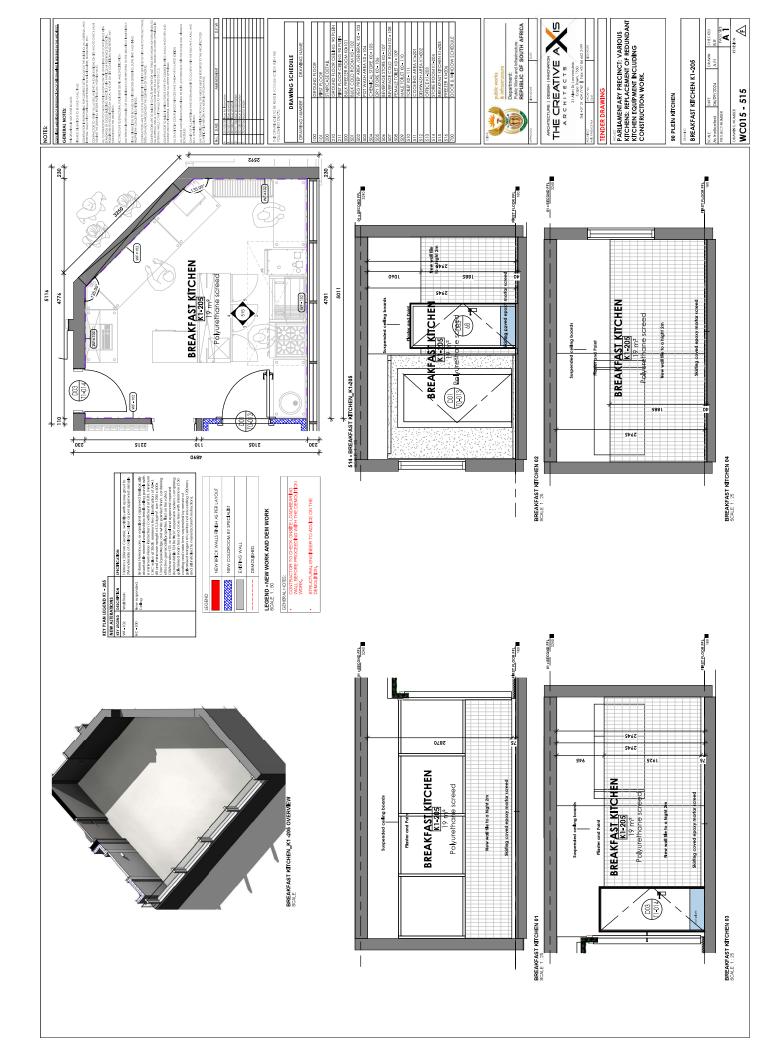
PRELIAMENTARY PRECINCT: VARIOUS KITCHENS: REPLACEMENT OF REDUNDANT KITCHEN EQUIPMENT INCLUDING CONSTRUCTION WORK.

90 PLEÍN KÍTCHEN

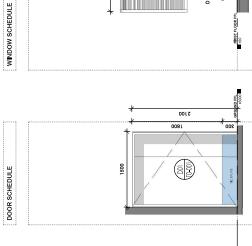
STORE ROOM K1-204

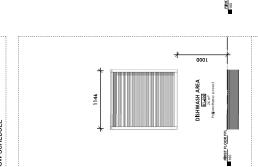
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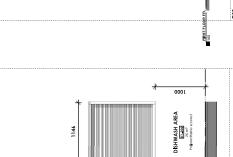
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	th Louvre Insert - 1146mm Wide X 1331mn				
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	DESCRIPTION: Wispeco CIp44 with Louvre Insert - 1144mm Wide X 1331mm High	SURFACE FINISH.	ANP 1052 White Powder Coating	WIND LOAD:	1500 Pascal's (
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		i	i		1500 Pascal's (1.5Kpa)

QUANTITY:1

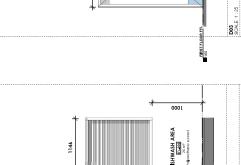
**D02** SCALE 1:25

DOOR SIZE H - 2100mm, W - 1500mm, - DOUBLE DOOR

QUANTITY:1



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RIPTION: Deco Cip44 with Louvre Insert - 1146mm Wide X 1331mm High		ACE FINISH	1052 White Powder Coating	OLOAD	Pascal's (1.5Kpa)



COLANITY:1
DOOR SIZE
H 2100mm, W 900mm, SINGLE DOOR
FRAME CONSTRUCTION:
1.2mm Pressed steel single rebated door
frame to suit door size, wall thickness.
FRAME FINISH:
Shop applied WHITE primer. Prepare and
apply 1 coat universal undercoat and 2
: coats super ename. Colour - WHITE. Applied
to manufacturers specifications.
DOOR CONSTRUCTION:
-2
door with conceded hardwood edges all
round, with 3,2mm fimber veneer (wood
type) covering to both sides.
DOOR FINISH:
Prepare and apply 1 coat akyd base WHITE
undercoat and 2 coats Plascon eggshell
WHITE topcoats. Applied to manufacturers
specifications.

MAME CONSTRUCTOR.

The property of the propert

- IRONMONGERY:
  Pair of DORMA DBB-55-009 stainless
  steel standard bult hinges size 102 x
  75 x 3mm.
- Pair of DDRMA Square DSQ901 sath finiths stall drinless steel spring baded lever handles with two DSQ00 keybole escutheron and DDRMA DQ34S multilever sost back with lock care, stainless steel forend.

Pair of DORMA Square DS0901 sath finith sold striflers strell spring baded lever handles with two DS000 keybbe excutcheon and DSMA DS048 mil-flever sath lock with lock care, stainless steel forend.

DORMA D034S multHever sash lock with lock case. DORMA DDS-SS-017 stainless steel

Two DSQ001 keyhale escutcheon

- Two DSQ001 keyhole escutcheon.
- DORMA D034S multHever sash lock with lock case.
- DORMA DDS-SS-017 stainless steel door stop.

DOOR SCHEDULE

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501	BULK COLD ROOM K0 - 102
502	VEG PREP AREA /GENERAL KO 103
503	POT WASH AREA KO 104
504	CHEMICAL STORE KO - 105
505	DRY STORE KO - 106
909	BEVERAGE STORE KO - 107
202	BEVERAGE COLD ROOM KO - 108
909	FEMALE TOILET K0 = 109
509	MALE TO LET KO - 110
510	TOLET K0 - 111
511	COOKING AREA K1 201
512	DISHWASH AREA K1-202
513	OFFICE K1 203
514	STORE ROOM K1.204
515	BREAKFAST KTCHEN K1 205











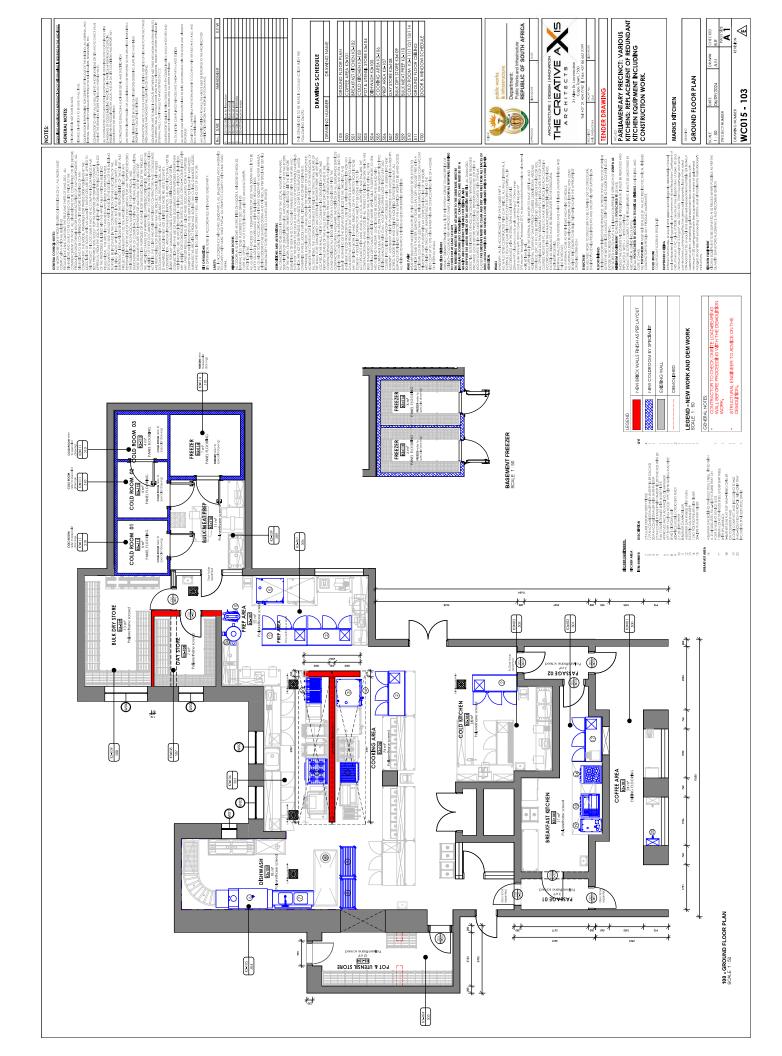
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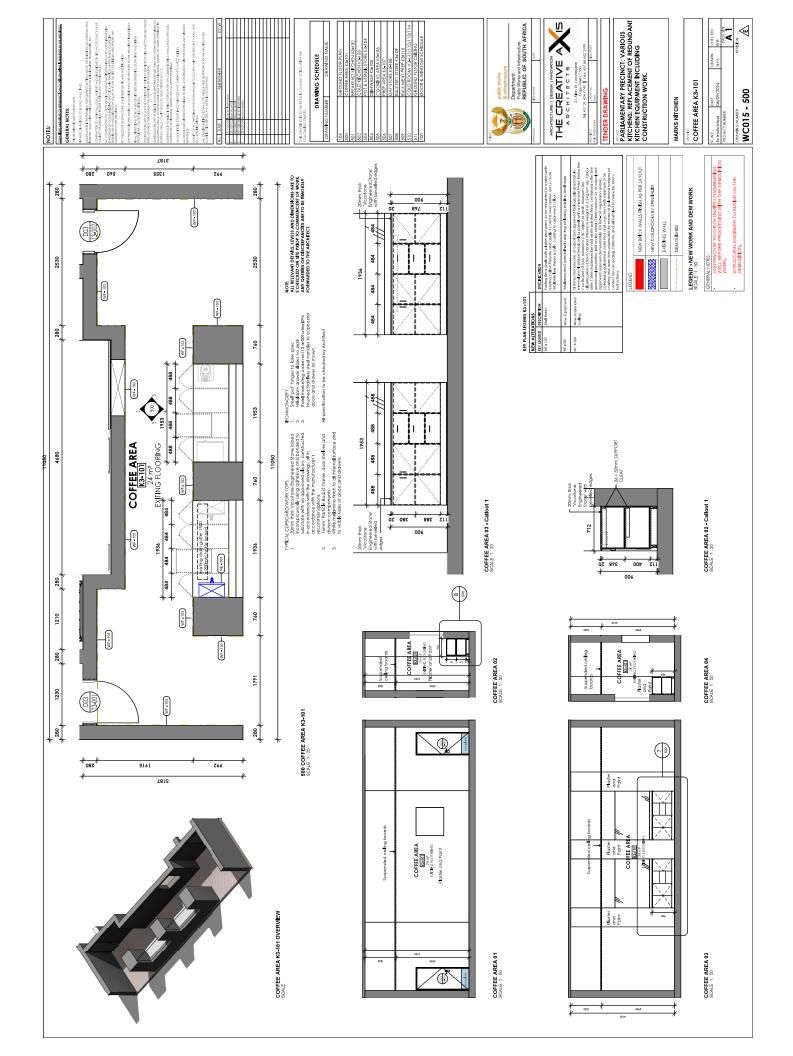
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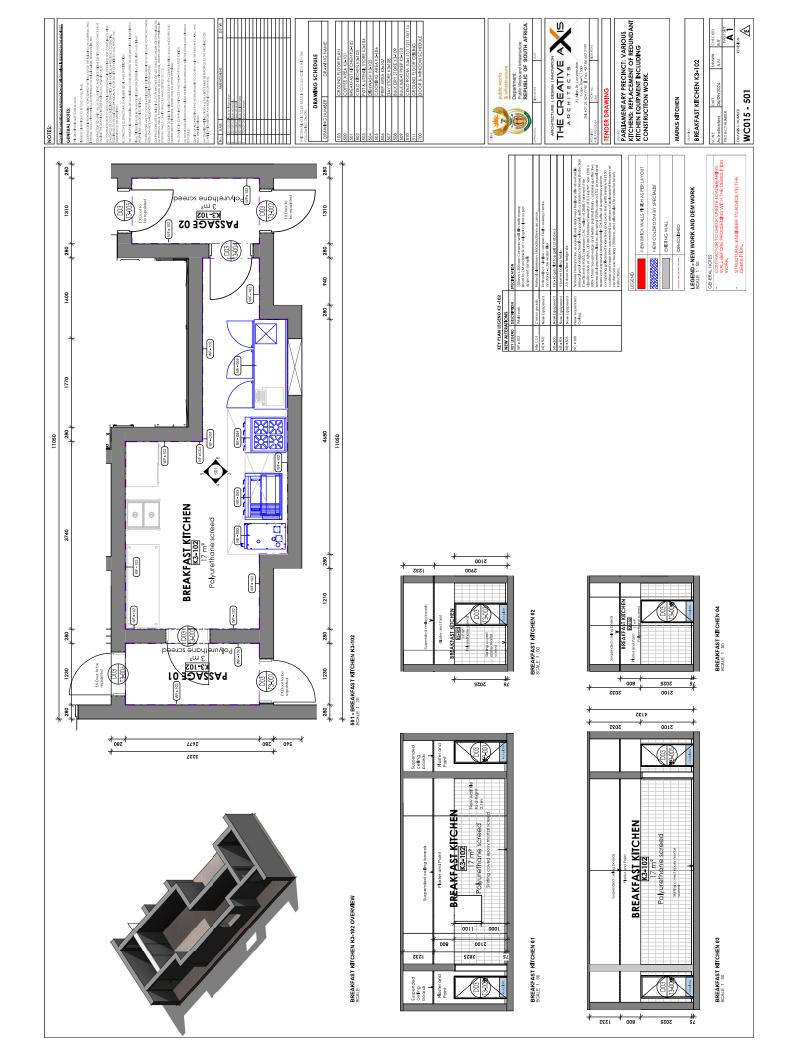
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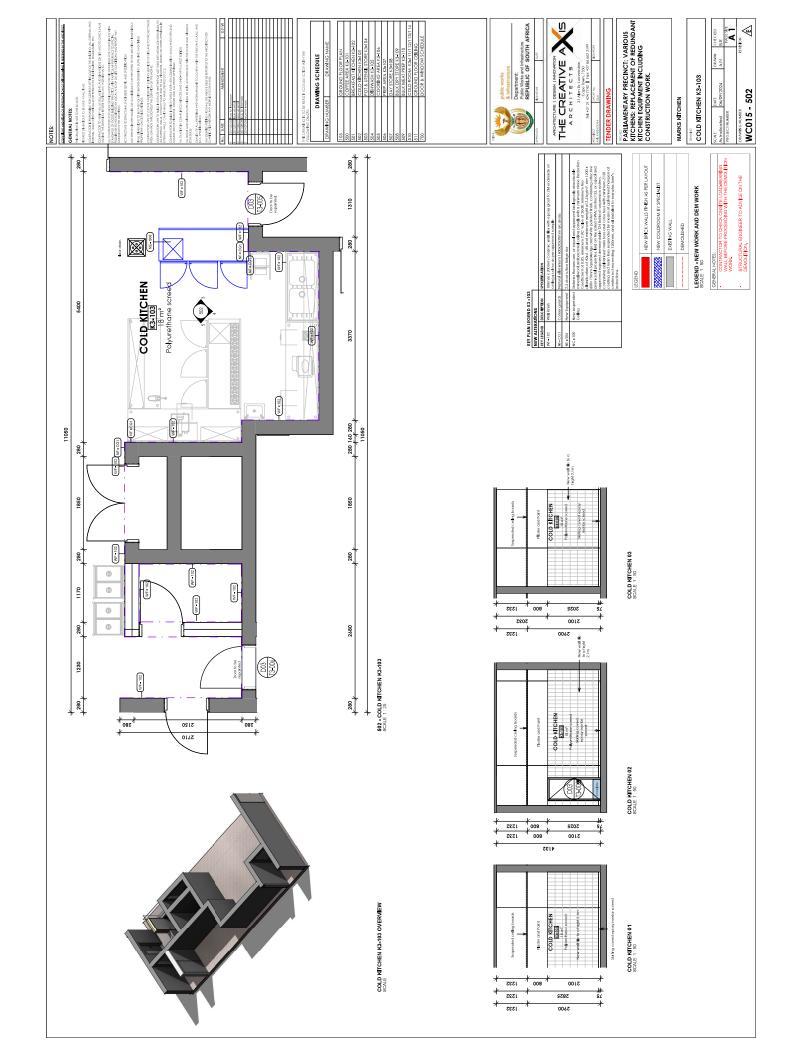
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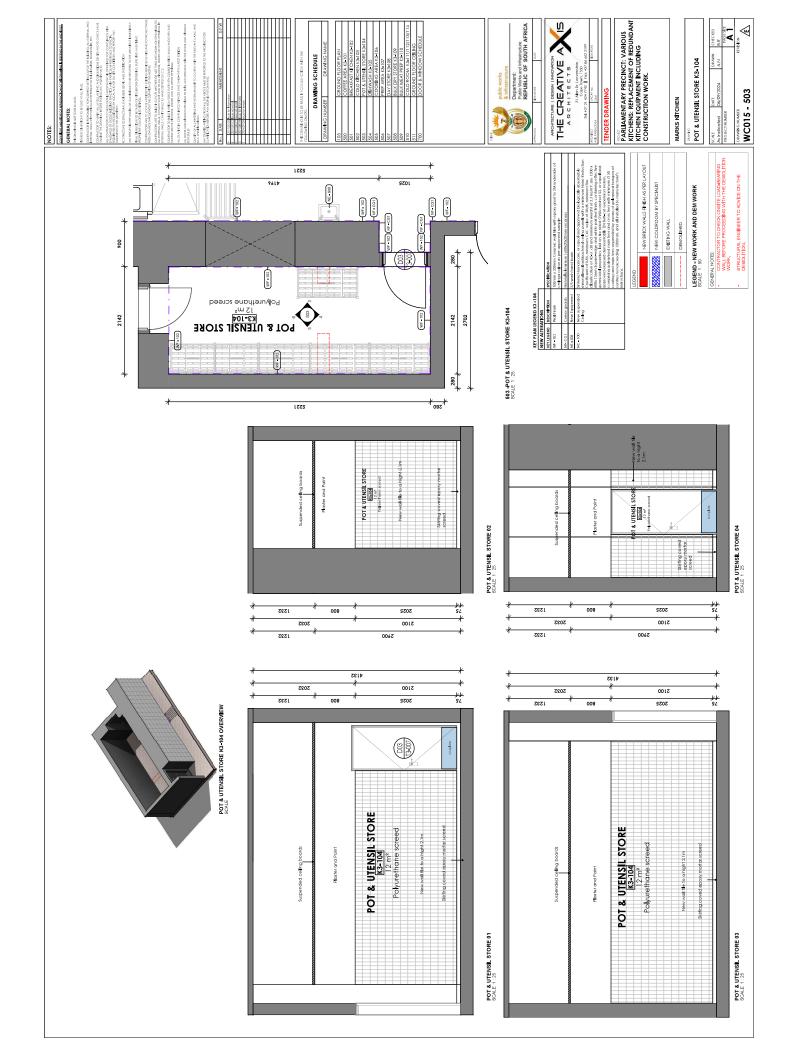
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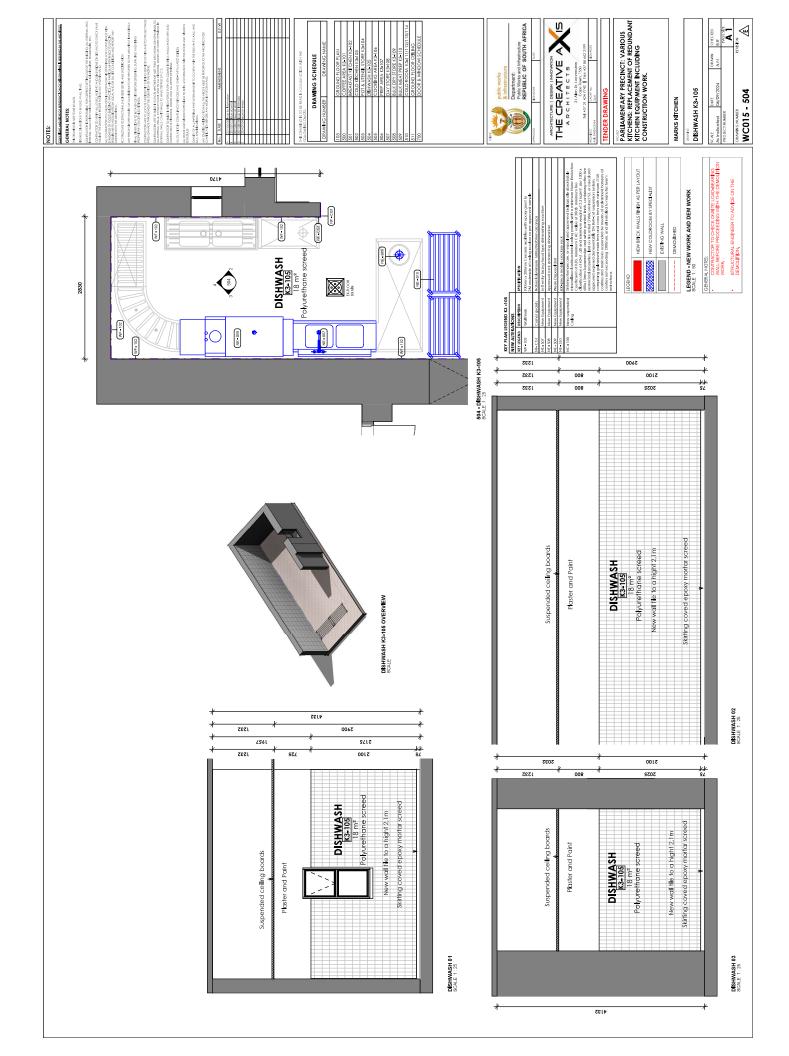


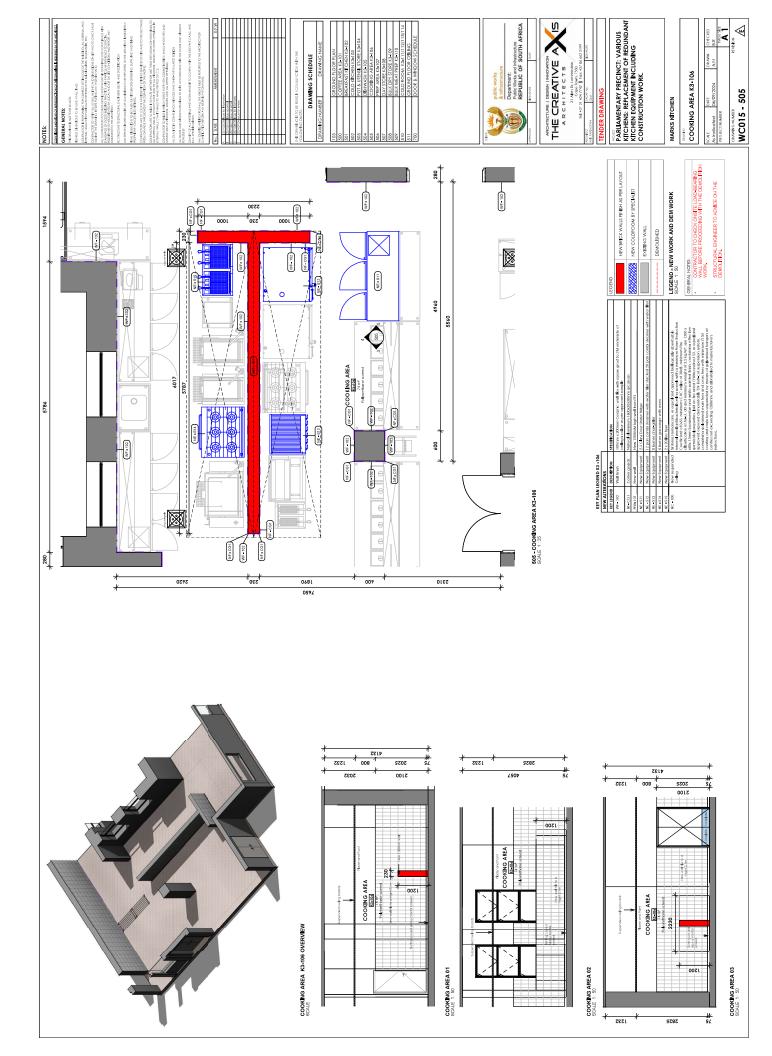


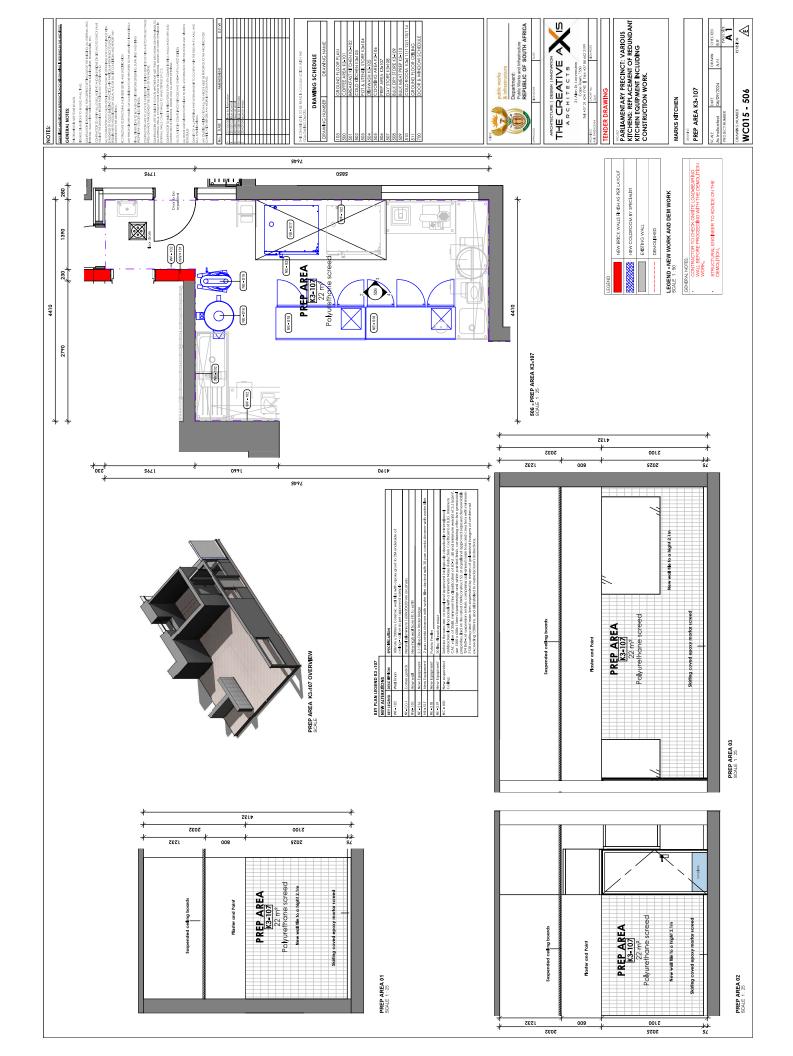


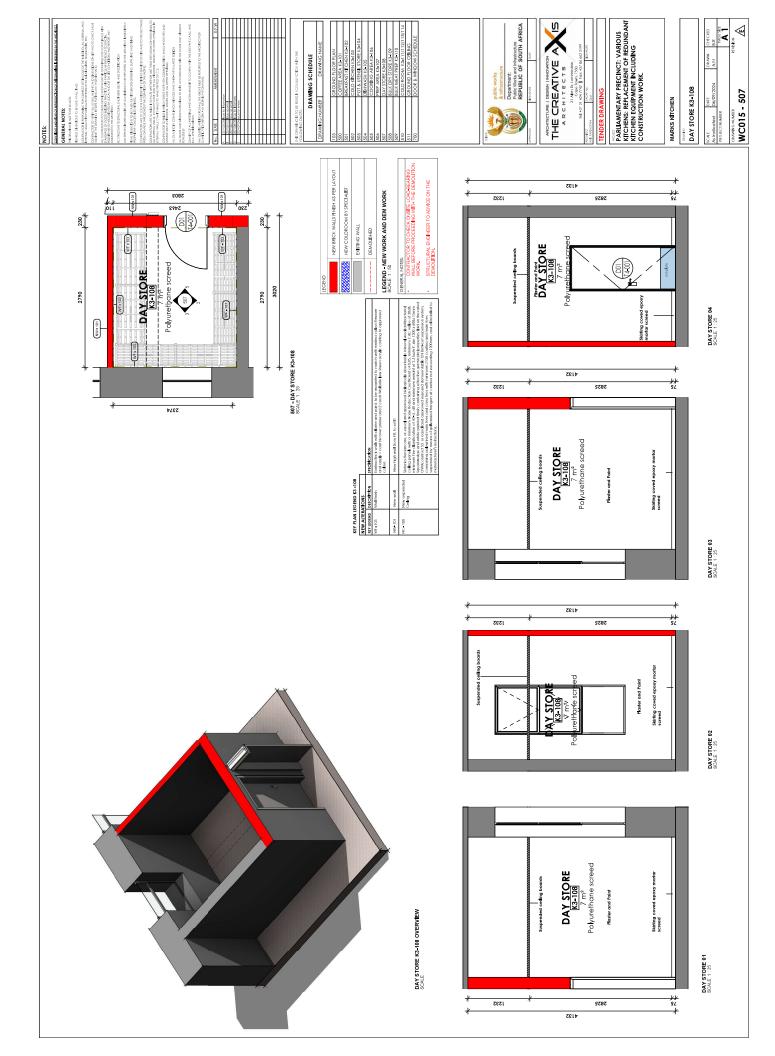


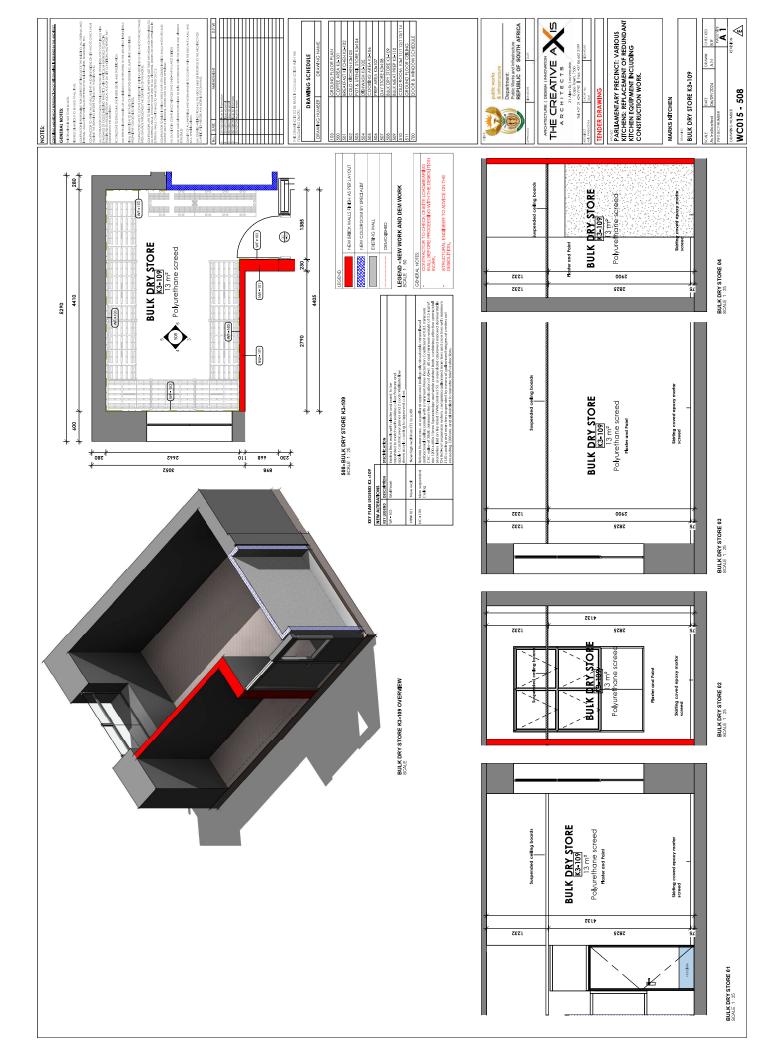


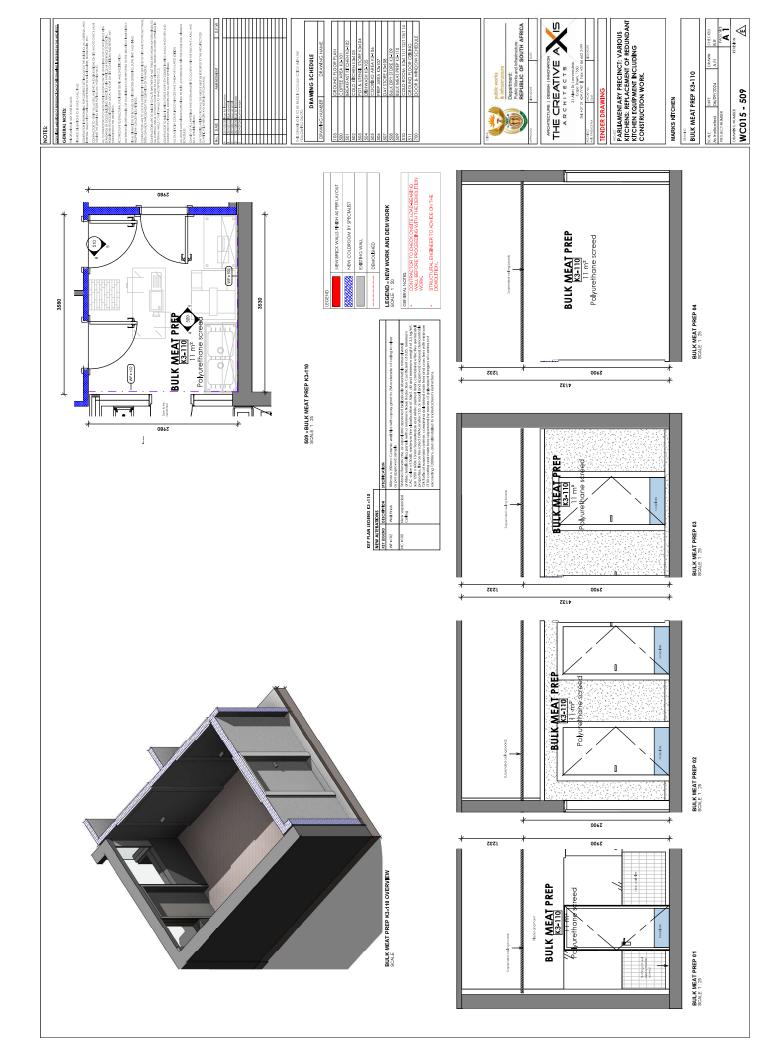


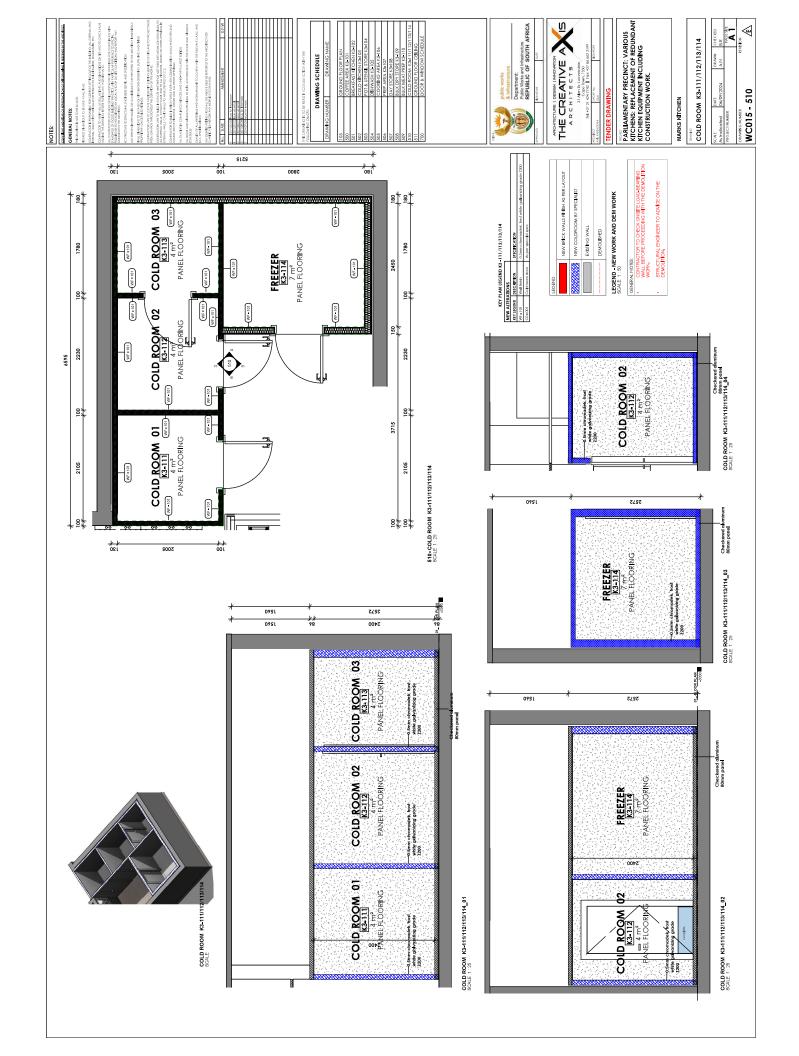


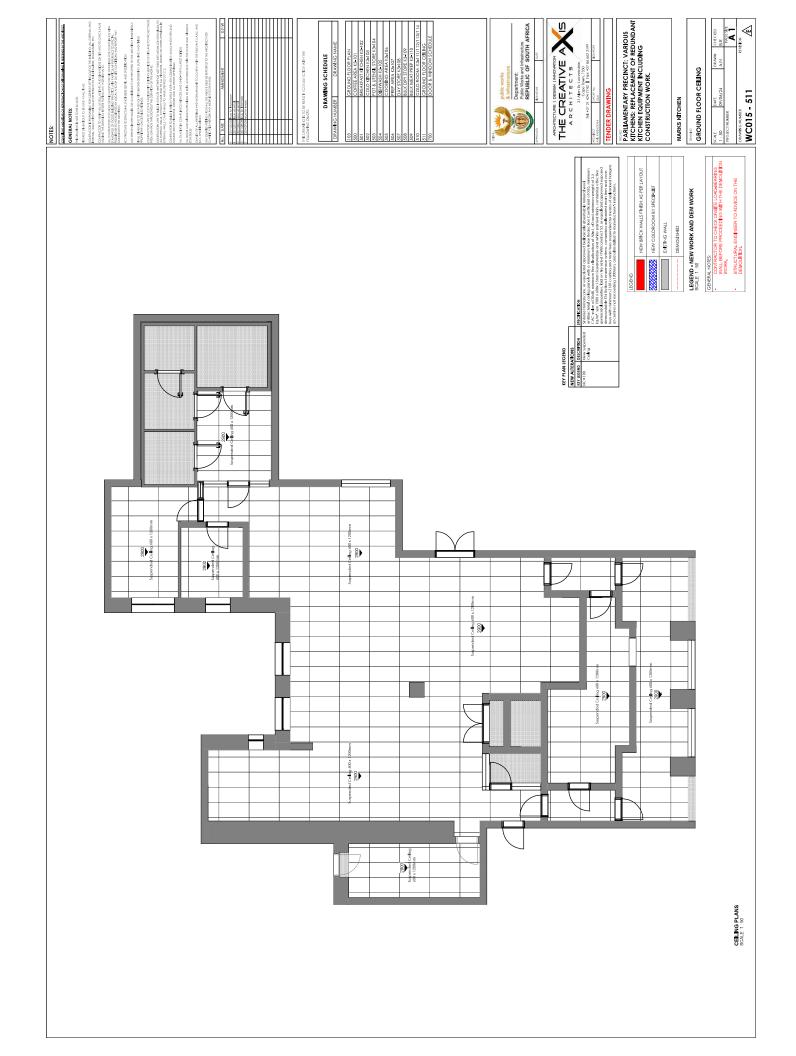












BULK DRY STORE K3-109 13 m² Polyurethane screed IRONMONGERY:
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window inormongery applicable in the system, inclusive
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When Cosement Windows come filted with standard window incurrongery applicable to the system, inclusive of handles, top hung apen out stays. QUANTIFY:1 GASS.
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Single Clarted Glass:
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1500 Pascal's (1.3Kpa) W03-DAY STORE SCALE 1:25 598 1000 598 598 IKONMONGERY.

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SAVS 10377. New Casement Windows come fitted with standard window ironmongery applicable to the system, inclus of handes, top hung open out stays. DISHWASH

| K3-105 |
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| Polyurethane screed SURFACE FINISH:
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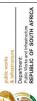
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# DOOR FINISH: Prepare and apply 1 coat alryd base write. Prepare and apply 1 coat alryd base write. Write topscods, Appled to manufacturers specifications.

- RONMONGERY:
  Pair of DORMA DBB-55-009 standess steel standard butt hinges size 102 x 75 x 3mm.
- Pair of DORMA Square DSQ901 satin finith staded straffless steel spring bodded lever handles with two DSG0001 keynole escutcheon and DSMA DSSS multi-lever satin lock with lock case, startlever satin lock with lock case, startless steel forered.
  - Two DSG001 keyhole escutcheon.
- DORMA D034S multi-lever sash lock with lock case. DORMA DDS-SS-017 stainless steel door stop.



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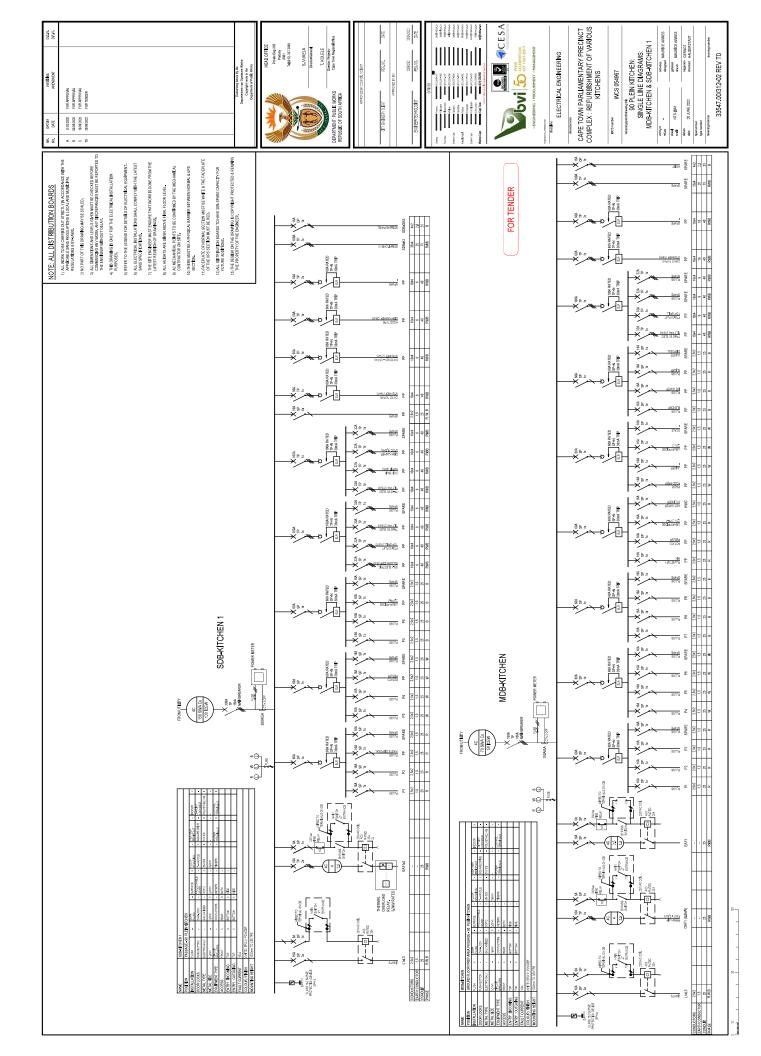
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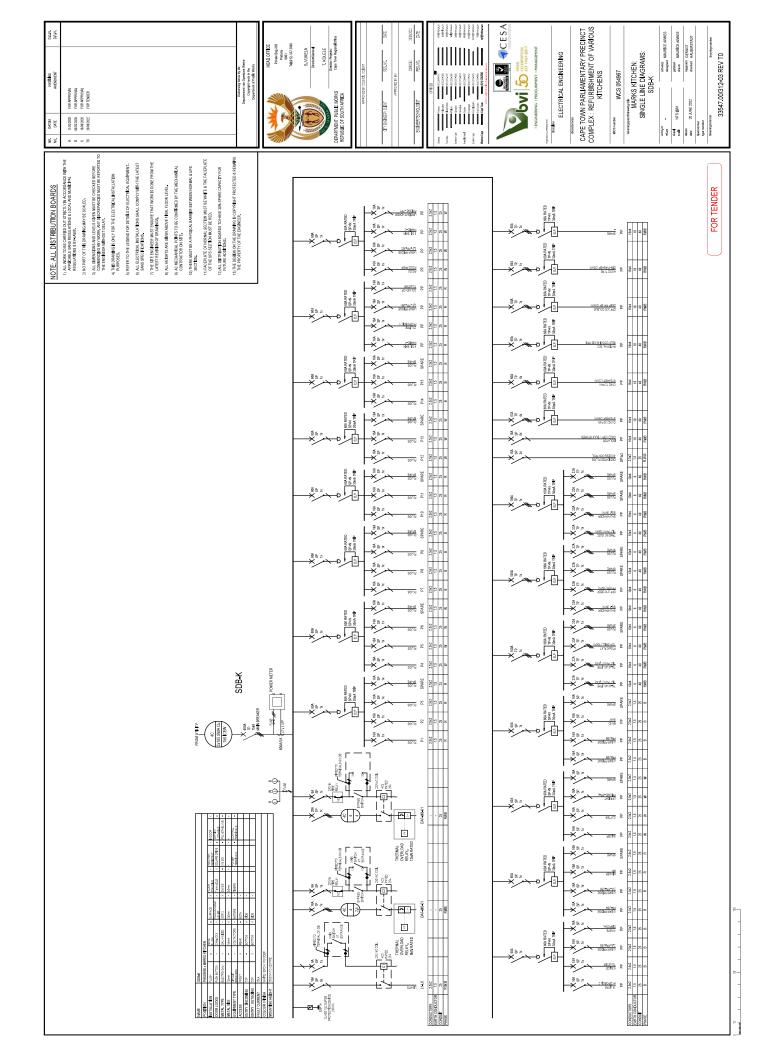
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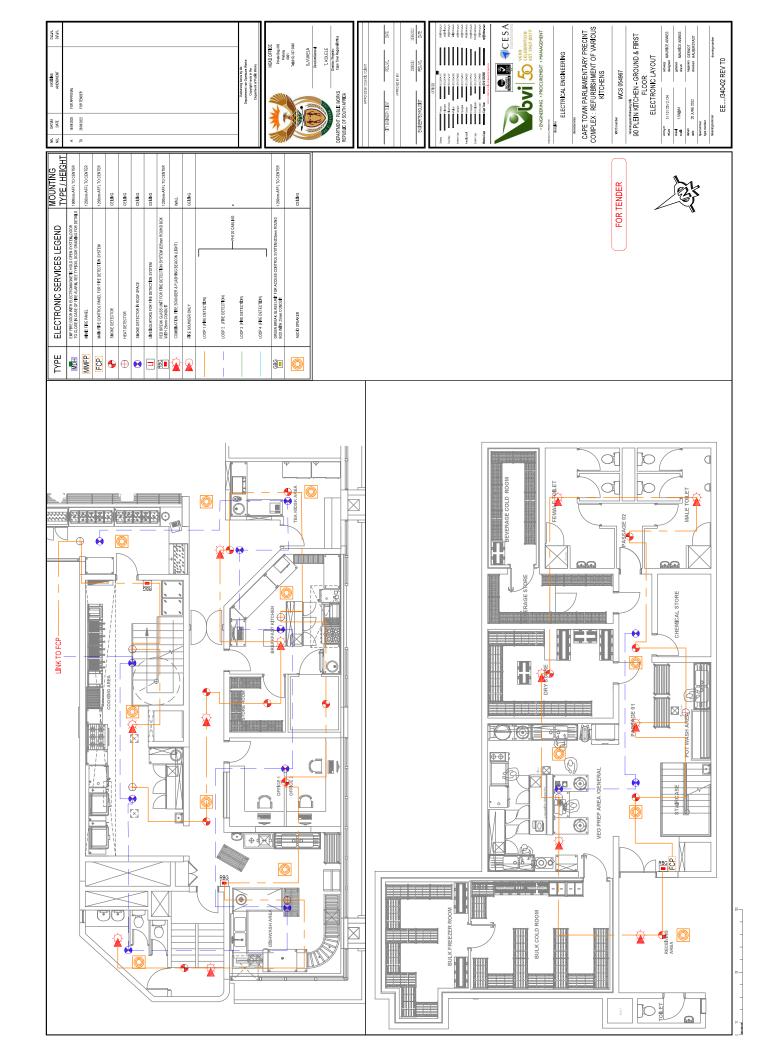
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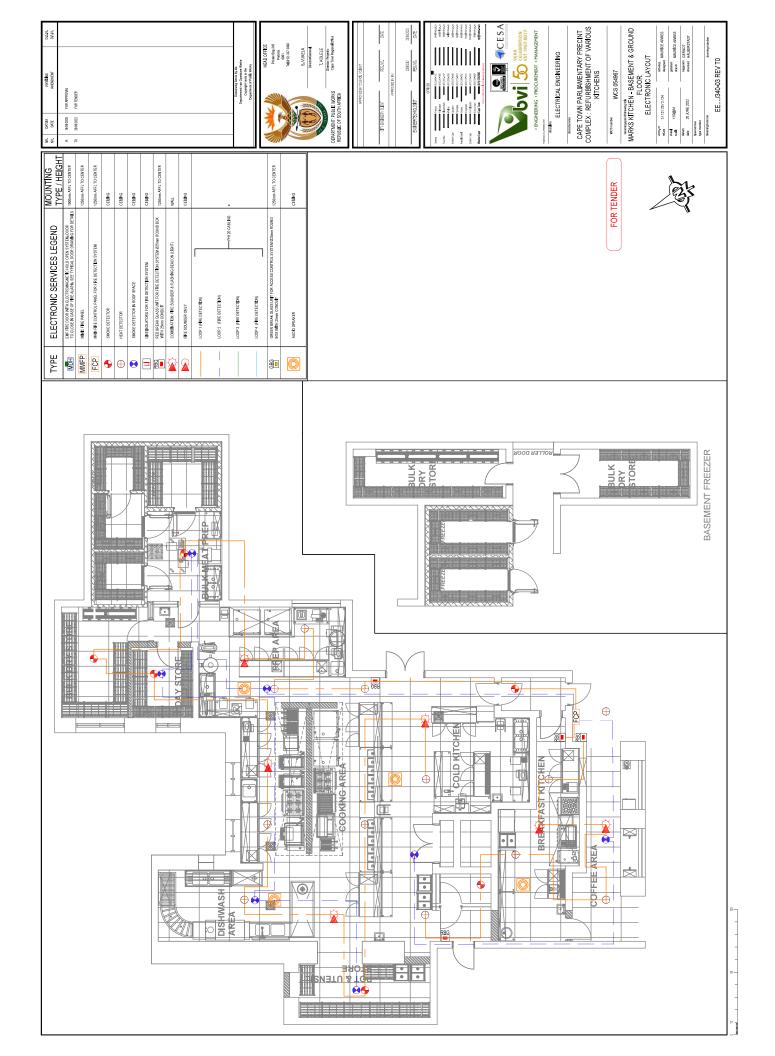
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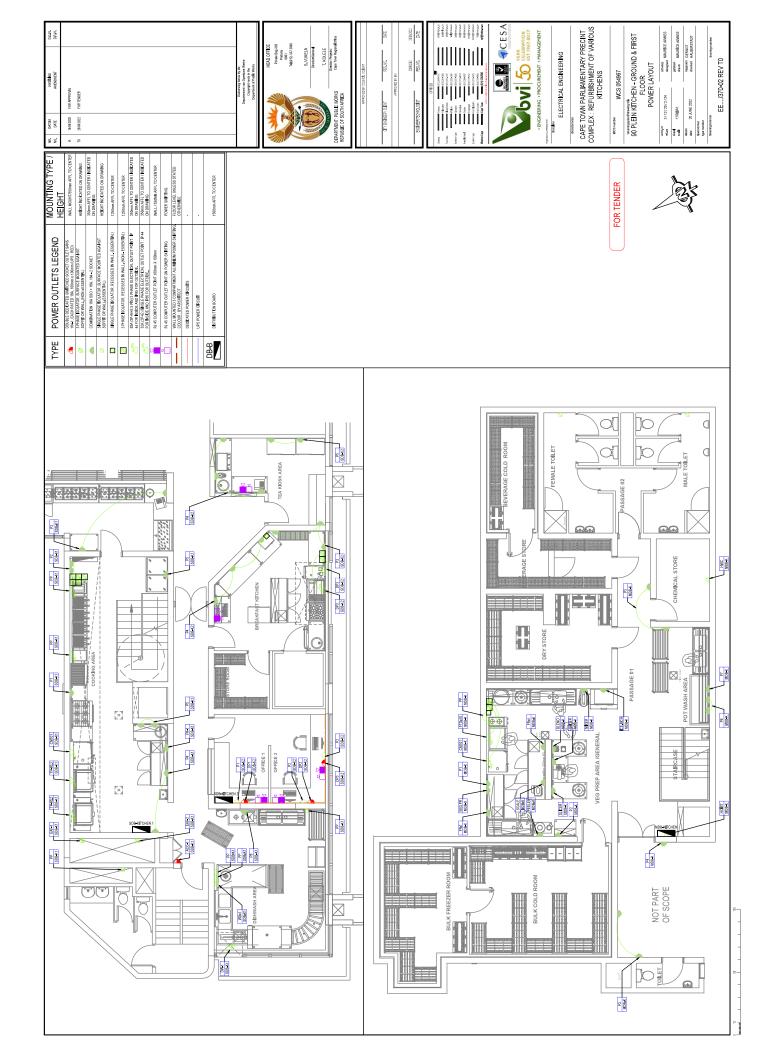
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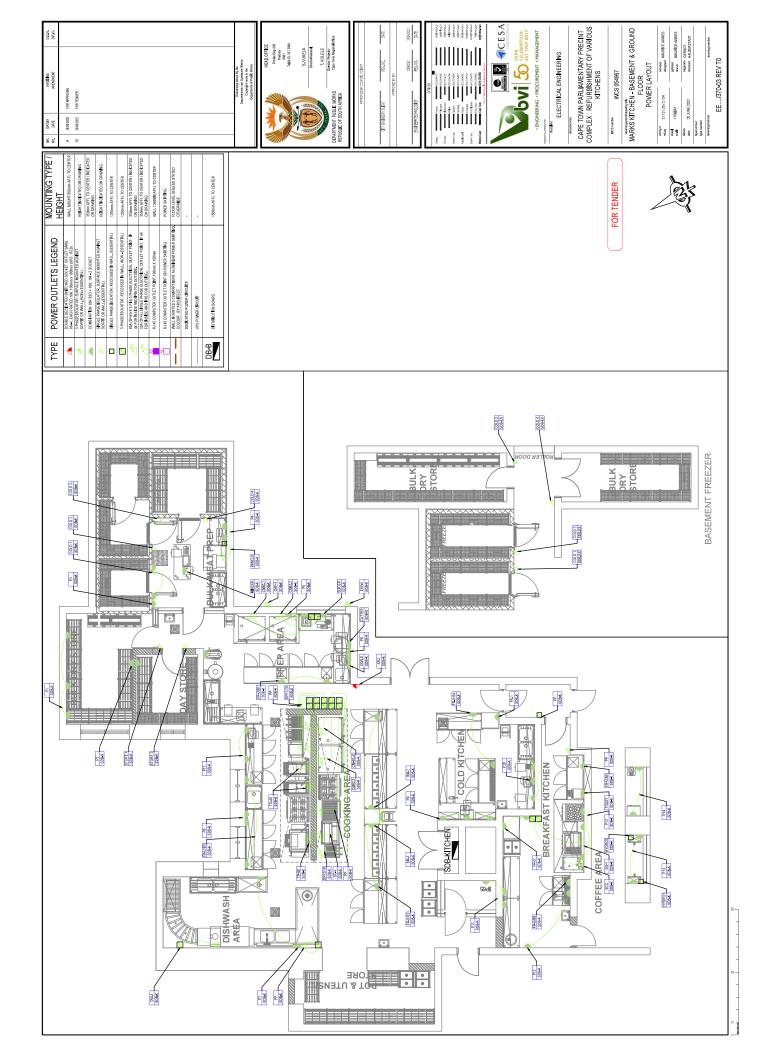


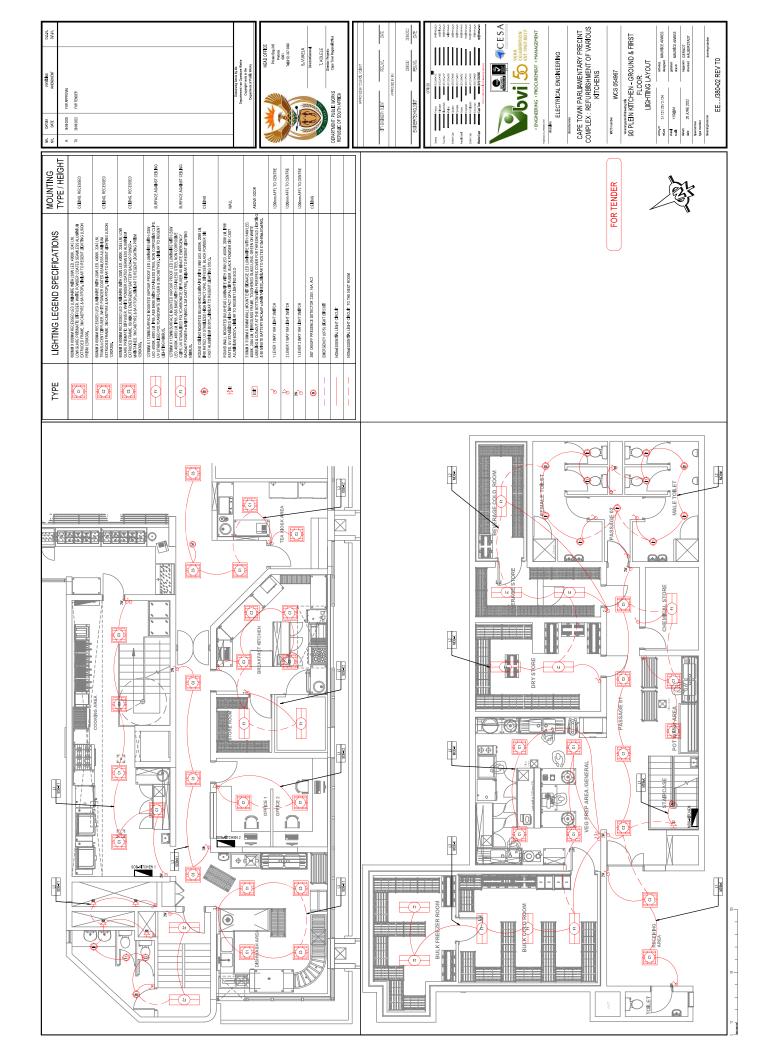


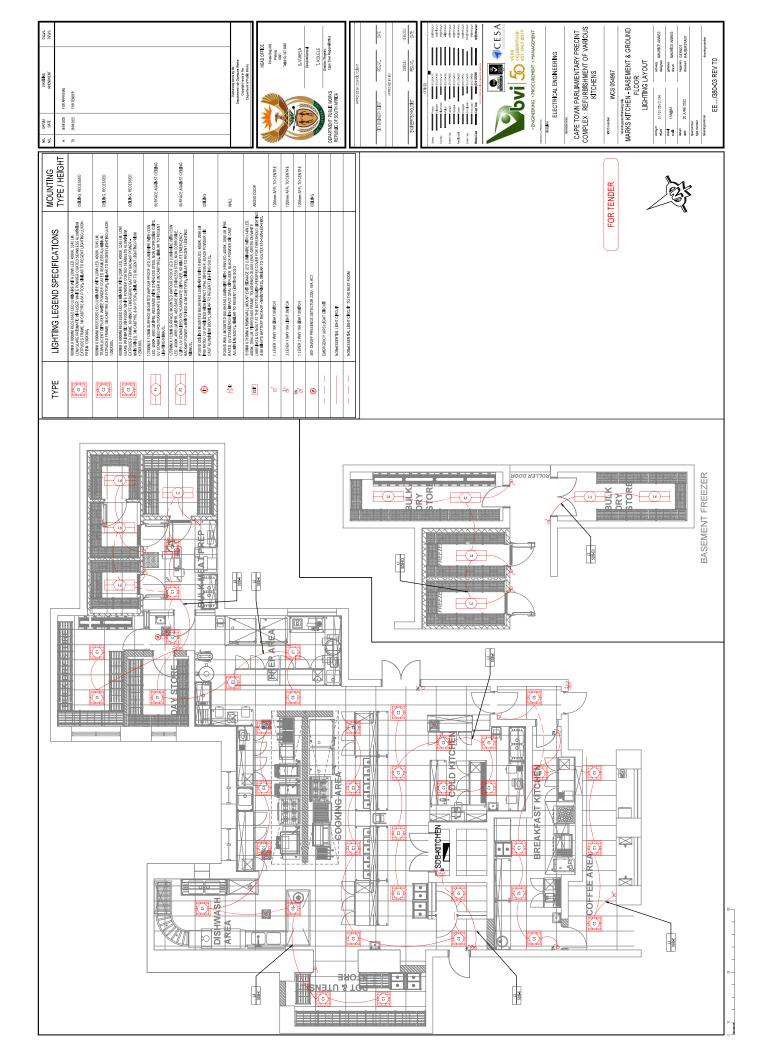












Part C3: Scope of Work

## Scope of Work



WCS no.:

### PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	RECONFIGURATION OF	NTARY PRECINCT: UPGR. VARIOUS KITCHENS INCL IPMENT AND ASSOCIATEI	UDING
Tender / Quotation no:	CPT1001/24	Reference no:	3/12/20/2/24

#### C3. Scope of Works

#### C3.1 EXTENT OF THE WORKS

Alterations and additions to 2 existing kitchens within the Parliamentary precinct, incl tiling, sanitary fittings etc, electrical installations, mechanical installation and the replacement of existing Kitchen Equipment and Cold/ Freezer Rooms. One Kitchen is for the supply and installation of Kitchen Equipment and Cold/ Freezer rooms only.

#### C3.2 ORDER OF THE WORKS

The works will be carried out in phases with Phase 1 being the Supply and Installation of Kitchen equipment, Cold/ Freezer rooms etc in the Old Assembly Kitchen, followed by the Alterations, Additions and Renovations to the Marks and 90 Plein Street Kitchens, including supply and installation of Kitchen Equipment, Cold/ Freezer Rooms etc.

#### C3.3 BUILDINGS OCCUPIED

The Parliamentary Precinct will be occupied throughout the contract, and certain areas may be out of bounds at certain times for security reasons.

#### C3.4 ACCESS

The contractor will have to adhere to restricted access areas and specific access points to site. These will be pointed out to the contractor

#### C3.5 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:

- C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.5.4 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

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". Page 1 of 17 For Internal & External Use Effective date 5 September 2023 Version: 2023/05



WCS no.:

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- C3.5.5 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.7 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023.

#### C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

#### C3.6.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **not applicable**, 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 **not applicable** of the total value of materials purchased excluding VAT to be sourced from within N/A **km** radius of the project site,
- (e) Material of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A** km radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of



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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

#### C3.7 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.

#### C3.8 Submission of Monthly Local Material Utilisation Report (Local Content)

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

The Contractor shall when applicable to this project, 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 contractor 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.



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#### 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 <u>Allowances</u> include the following:

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

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

#### 1.1 Targeted Local Building Material Manufacturers CPG

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

#### CPG calculation example:

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

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

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

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 (PG01.2) CPG target value = R6,5 Mil excluding VAT CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT Penalty = R1 Mil x 10% = R100 000 excluding VAT

#### 1.2 Targeted Local Building Material Suppliers CPG

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

#### CPG calculation example:

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

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

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)

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 (PG01.2) CPG target value = R6,5 Mil excluding VAT CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT Penalty = R1 Mil x 20% = R200 000 excluding VAT

#### 1.3 Targeted Local Labour Skills Development CPG

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

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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 (PG01.2) 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 (PG01.2) CPG = 600 working days x 30% = 180 working days training to be provided CPG Achieved = 160 days (20 days shortfall where no training was provided)
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

#### 1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the "Contract amount" = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) 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 (PG01.2) 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 (PG01.2) 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 =  $6 \times 1$  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



WCS no.:

6 500 000

PG-01.2 (EC): Scope of Works - JBCC (JBCC 2000- Edition 6.2 of May 2018)

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
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

130 000 000 "Contract amount" Tender amount excl. allowances and VAT, CPG Monetary value (5%) to be subcontracted to beneficiaries for

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

Contract period (months) 24

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

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

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

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

#### **CPG Calculation**

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

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

Class of const Industry Regu	ruction works as identified in terms of Regulation 25 (3) of the Construction lations 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

<sup>&</sup>quot;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:

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

#### Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2) CPG value = R650 000

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". Page 16 of 17 Version: 2023/05

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

<sup>&</sup>quot;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)



WCS no.:

PG-01.2 (EC): Scope of Works – JBCC (JBCC 2000- Edition 6.2 of May 2018)

Achieved = R550 000 = R100 000 Shortfall <u>Penalty</u> = R100 000 x 30% = R30 000 Excl. VAT

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries.

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

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

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

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

#### 1.6 National Youth Service Programme (NYS) CPG

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

#### Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person. Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25 Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries) Penalty = R 2 500 = R 12 500 Excl. VAT

#### 1.7 Labour Intensive Works CPG

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

#### CPG calculation example:

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

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT) CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

#### Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2) CPG Achieved = 9 Mil (R1 Mil shortfall)

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



#### **DEPARTMENT OF PUBLIC WORKS**

## HIV/AIDS SPECIFICATION

#### **SECTION**

#### **HIV/AIDS SPECIFICATION**

#### **HIV/AIDS REQUIREMENTS**

#### 1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the
  disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people
  living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary
  testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the
  closest health Service Providers;
- Informing Workers of their rights with regard to HIV/AIDS in the workplace;
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

#### 2 DEFINITIONS AND ABBREVIATIONS

#### 2.1 **Definitions**

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all.

#### 2.2 Abbreviations

HIV: Human Immunodeficiency Virus.

AIDS : Acquired Immune Deficiency Syndrome.

STI : Sexually Transmitted Infection.

#### 3 BASIC METHOD REQUIREMENT

3.1 The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site;
- When new Workers or Sub-contractors will join the construction project;
- Duration of Workers and Sub-contractors on site;
- How the maximum number of Workers can be targeted with workshops;
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- Profile of Workers, including educational level, age and gender (if available);
- Preferred time of day or month to conduct workshops;
- A Gantt chart reflecting the construction programme, for scheduling of workshops;
- Suitable venues for workshops.

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

- 3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:
- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour:
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems:
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme:
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used:
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

#### 4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

#### 4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the

learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.

#### 4.2 Recommended practice

#### 4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session.

#### 4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.

#### 4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met.

#### 4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS.

#### Assessment Criteria:

- Define and describe HIV and AIDS:
- 2. List and describe the progression of HIV/AIDS.

#### 4.2.3.2 <u>UNIT 2: Transmission of the HI virus</u>

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted.

#### Assessment Criteria:

- Record in what bodily fluids the HI virus can be found;
- 2. Describe how HIV/AIDS can be transmitted:
- 3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS.

#### 4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream.

#### Assessment Criteria:

- 1. Report on how to minimise the risk of HIV/AIDS infection;
- 2. Report on precautions that can be taken to prevent HIV/AIDS infection;
- 3. Explain or demonstrate how to use a male and female condom;
- List the factors that could jeopardize the safety of condoms provided against HIV/AIDS Transmission.

#### 4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counseling.

#### Assessment Criteria:

- 1. Describe methods of testing for HIV/AIDS infection;
- Report on why voluntary testing is important;
- 3. Report on why pre- and post-test counselling is important.

#### 4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS.

#### Assessment Criteria:

- 1. List and describe ways to manage HIV/AIDS;
- 2. Describe nutritional needs of people living with HIV/AIDS;
- 3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS;
- 4. Explain the need for counselling and support to people living with HIV/AIDS.

#### 4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people.

#### Assessment Criteria:

- Discuss anti-retroviral therapy:
- 2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child;
- 3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS;
- Describe post exposure prophylactics.

#### 4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way.

#### Assessment Criteria:

- 1. Discuss the rights of a person living with HIV/AIDS in the workplace;
- Discuss the responsibilities of a person living with HIV/AIDS in the workplace;
- 3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important.

#### 4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets. The contractor should include the costs of posters and information booklets in his/her tender price.

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.

The posters on display must always be intact, clear and readable.

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

#### 5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

#### 6 <u>ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT</u> OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

#### 7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

7.1 Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

- 7.2 The Awareness Champion shall be responsible for:
- 7.2.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

#### 8 **MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent.

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent.

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract.

# **SCHEDULE A**

# HIV/AIDS PROGRAMME: SITE CHECKLIST

hen did construction commence:	lame of Departmental Project Manager:

Please refer to HIV/AIDS Programme activities during the reporting period

Tick the block if Contractor satisfactorily complied with specifications	ly complied with	n specifications					
DATE	Ы	▄	₫	₫		Б	Б
מאוב	D D M M	D D M M	D D M M	D D M M	D D M M	D D M M	D D M M
Programme implemented within 14 days of site handover							
Awareness champion on site							
HIV/AIDS awareness service							
provider report							
Male condom dispenser							
Sufficient male condoms available							
Male condom dispenser in a highly							
trafficked area							
Female condom dispenser							
Sufficient female condoms available							
Female condom dispenser in a							
highly trafficked area							
All four types of posters displayed							
Posters in a good condition							
Posters in a highly trafficked area							
Posters displayed on local support							
services: clinic & VCT centre							
Support service poster/s in highly							
trafficked area							
Support service poster/s in a good							

Page 1 of 3 SCHEDULE A

Date of progress inspection: (ccyy/mm/dd)	
Reporting period: (ccyy/mm/dd)	to (ccyy/mm/dd)
Deviations from HIV/AIDS awareness programme plan:	
Corrective actions:	
Representative/Agent	Departmental Project Manager
Date	Date

SCHEDULE A Page 3 of 3

#### **SCHEDULE B**

#### HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd)	to (ccyy/mm/dd)
Number of workshops conducted in reporting period:	
Number of scheduled workshops according to approve	ed workshop plan:
Deviations from workshop plan:	
State reasons for deviating from workshop plan:	
Corrective actions:	
Service Provider	
Date	Date

SCHEDULE B Page 1 of 3

HIV/AIDS AWARENESS PROGRAMME: WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to	egard to each we	each workshop conducted	sted				
	S/M	M/S	M/S	S/M	S/M	S/M	M/S
DAIE	D D M M	D D M M	D D M M	D D M M	D D M M	D D M M	D D M M
Content of workshop:							
(Mark the content included)							
SL01							
SLO2							
SLO3							
SLO4							
SLO5							
SLO6							
SLO7							
HIV/AIDS in							
construction video							
Indicate the duration of the							
workshop in hours							
Total number of Workers							
Indicate workshop venue							

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

	Fill in	your name and indicate attendar	nce by ticking the	e appropriate da	te				
NAMES  NAMES  NAMES  NAMES  NAMES  NAMES  NAMES  NAMES  NAMES  NAMES	DATE	,,,	S/M	M/S		S	S	ွှ	S
	2		M Q	M M	M	M	M	M	Ω
	2	CTINCAL							

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#### **SCHEDULE C**

#### **CONTRACTOR HIV/AIDS PROGRAMME REPORT**

Project name:
Project Location:
Contract value of project: R
Department of Public Works Project Manager:
HIV/AIDS Programme duration: (ccyy/mm/dd) to (ccyy/mm/dd)
AWARENESS MATERIAL
Describe location of posters displayed during the programme:
Comments on posters:
Indicate total number of booklets distributed:
Comments on booklets:
CONDOMS
Indicate total number of male condoms distributed:
Indicate total number of female condoms distributed:
Describe where male condom dispenser was placed:
Describe where female condom dispenser was placed:
HIV/AIDS WORKSHOPS
Indicate the total number of HIV/AIDS workshops conducted:
Indicate the duration of workshops:
Indicate the total number of Workers that participated in the HIV/AIDS workshops:
Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry:
Comments on HIV/AIDS workshops on site:

SCHEDULE C Page 1 of 2

GENERAL					
Briefly describe programme activities and satisfaction with outcome:					
Additional comments, suggestions or nee	eds with regard to the HIV/A	IDS aware	ness prog	grammes on site:	
Please indicate if your company has a for focussing on HIV/AIDS awareness raising of HIV/AIDS Workers:		Yes	No	Currently developing one	
Please indicate if, to your knowledge, HIV/AIDS related sicknesses. One or mo					
xcessive weight loss eactive TB air loss evere tiredness  Coughing or chest pain Pain when swallowing Persistent fever Diarrhoea		Vomiting Meningitis Memory loss Pneumonia			
Number of HIV/AIDS-related deaths:					
Contractor	 Da	te			
Departmental Project Manager	 Da	te			

SCHEDULE C Page 2 of 2



#### **WESTERN CAPE**

#### **CAPE TOWN**

# PARLIAMENTARY COMPLEX PARLIAMENT KITCHENS: UPGRADE AND RECONFIGURATION OF VARIOUS KITCHENS INCLUDING REPLACEMENT OF EQUIPMENT AND ASSOCIATED WORKS

WCS 054967

**Health and Safety Specification** 



#### **OCCUPATIONAL HEALTH AND SAFETY ACT**

#### <u>AND</u>

#### **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 <u>arrangements</u> and <u>procedures</u> 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.
- This documentation will give the Client or its duly appointed 3) 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:
  - 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.
  - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolvent of the Contractor from achieving the required level of



performance and compliance with legal requirements whatsoever.

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

# 1.2 <u>Purpose of the Pre-Construction Health and Safety</u> <u>Specification</u>

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.

To enable the effectiveness of the incorporated health and safety standards in regulations and thus comply with SANS requirements in terms of Occupational Health and Safety Act No.85 of 1993 section 44 of the act.

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 <u>Implementation of the Pre-Construction Health and Safety</u> 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 <u>Contractual Issues</u>

- 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.
- 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.
- 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.
- 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 <u>Safety, Health and Environmental Standards and Procedures</u>

- 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) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) 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 <u>Interpretations</u>

## 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.
- 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.
- 4) A contractor must, after consultation with the client and having considered the size of the project, degree of danger likely to be encountered or the accumulation of hazards or risks on site, appoint a full-time/part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.

## 2.5.3 Competency of Contractor's Appointed Competent Persons

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency,



which exceeds the requirements as stipulated by the Act and or Construction Regulations.

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

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

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

## 2.5.5 Occupational Health and Safety Policy

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

### 2.5.6 Health and Safety Organogram

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



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

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

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

## 2.5.8 Health and Safety Representative(s)

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



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

## 2.5.9 Health and Safety Committees

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

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

## 2.5.10 Health and Safety Training

### 2.5.10.1 **Induction**

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

- 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.
- 4) The principal contractor or sub-contractor that has more than 5 staff members on site will be required to have the full version of Occupational Health and Safety Act and Regulations 85 of 1993 on site.

## 2.5.12 Health and Safety Audits, Monitoring and Reporting

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



to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

## 2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
  - List of key competent personnel;
  - Details of emergency services;
  - Actions or steps to be taken in the event of the specific types of emergencies;
  - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advice the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

## 2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.



- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

## 2.5.15 Accident / Incident Reporting and Investigation

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

#### 2.5.16 Hazards and Potential Situations

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



## 2.5.17 Personal Protective Equipment (PPE) and Clothing

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



- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

## 2.5.18 Occupational Health and Safety OHS Signage

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

#### 2.5.19 Permits

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

#### 2.6 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.
- 6) It is the Principal Contractor responsibility to locate and determine where all underground services are and make safe before any excavating, digging etc. is done

## 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.

#### **Stacking of Materials** 2.6.5

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

#### 2.6.6 **Speed Restrictions and Protections**

- Unless otherwise stipulated the speed limit on site to be 1) 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.

#### **Hazardous Chemical Substances (HCS)** 2.6.7

All employees required to use Hazardous Chemical Substances 1) 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 Abatement 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 Abatement Regulations as published in Government Gazette 23108 of November 2020, 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 Abatement Regulations as indicated above.
- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site. Certificate must be issued on completion on removal of all asbestos on site indicating that the site is clear of all asbestos.

## 2.7 Plant and Machinery

#### 2.7.1 Construction Plant

- 1) 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.
- 2) Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 3) 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.
- 4) 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.

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## 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.
- 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.



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  $\frac{1}{2}$  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 <u>Occupational Health and Environmental Management.</u>

## 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.
- 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.
- 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.

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## 2.9 Electrical fencing.

1) Contractor must comply with sect 12, 13 and 14 of the Electrical Machinery Regulations.

## 2.10 Managing Exposure to SARS-COV-2

- 1) On the expiry of the declaration of the National State of Disaster under GN313 OF 15 March 2020, Notice No.R.1876 has been issued for the provision of Good Code of Practice: Managing Exposure to SARS-COV-2 in the Workplaces.
- 2) The Regulations for Hazardous Biological Agents, 2022 (HBA Regulations) list coronavirus as a listed hazardous biological agent, classed as group 3. It therefore places legal responsibilities on employers in respect of employers to limit the exposure and mitigate the risks of infection by SARS CoV-2.



## **ANNEUXRE A**

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

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



## **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
CEO Assignee	Section 16(2)	A competent person to assist with the on-
CLO Assigned	Section 10(2)	site H&S, overall responsibility –
		Contractor's Responsible Person
Construction	CR 8(1)	A competent person(s) to supervise and
Manager		be responsible of Health & Safety related
		issues on site. The person is appointed to
		assist the CEO with his/her overall duties.
Construction Work	CR 8(7)	A competent person(s) to supervise and
Supervisor		be responsible of Health & Safety related
		issues on site. The person is appointed to
Cubaudinata	CD 0(0)	assist the CEO with his/her overall duties.
Subordinate Construction Work	CR 8(8)	A competent person to assist with daily supervision of construction work. The
Supervisors		person assists the Construction Work
Super visors		Supervisor.
Health and Safety	CR 8(5)	A competent Health and Safety officer in
Officer		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
Lloolth O Cofoty	Section 19	& Safety of persons in the workplace.
Health & Safety Committee	Section 19	A competent person(s) representing the employer to assist with the on site Health
Member(s)		& Safety matters.
Incident /Accident	GAR 8	A competent person(s) to investigate
Investigator		incidents/accidents on site and could be:
		The employer
		H&S Representative
		<ul> <li>Designated person</li> </ul>
		Members of the H&S Committee
Risk Assessment Co-	CR 9	A competent person(s) to co-ordinate all
ordinator		risk assessments on behalf of the
		Principal Contractor. The same applies to Contractors.
Fall Protection Plan	CR 10	A competent person(s) to prepare &
Co-ordinator	0.010	amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site
		first aid cases.
Lifting Machine &	DMR 18	A competent person(s) to inspect lifting
Equipment inspector		machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect
		scaffolding



TRANSA		
Scaffolding	CR 16.2	A competent person(s) to inspect
Inspector		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	CR 14(1)	A competent person(s) to supervise all
Supervisor	, ,	demolition work
Explosive Powered	CR 21	A competent person(s) to inspect & clean
Tools		the tool daily and controlling all
Inspector/Supervisor		operations thereof.
Temporary Electrical	CR 24	A competent person(s) to control all
Installations		temporary electrical installations.
Supervisor		
Construction	CR 23(1)(k)	A competent person to inspect vehicles
vehicles and Mobile		and plant on a daily basis prior to use and
Plant Supervisor.		record such finding in register.
Fire-Fighting	CR 29	A competent person(s) to inspect fire-
Equipment Inspector		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:	
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:	
General Inspections	Monthly	<ul> <li>Fire-fighting         equipment</li> <li>Portable electrical         equipment</li> <li>Ladders</li> <li>Lifting         equipment/slings</li> </ul>	
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workmen's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	

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Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	
SARS-CoV-2 – Good Code of Practice reads with HBA	Ongoing	Prepare risk assessment and plan	

#### **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
- Brick work
- Concrete 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
  - o 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 and staff of the client
- Working at heights
- Working with construction machinery and plant



- Persons working in close vicinity of construction machinery and plant.
- 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 tender price for all work related to health and safety and the requirements as per this Health and Safety Specification.







#### **EXPANDED PUBLIC WORKS SPECIFICATION**

The following Specification is divided into the following compliance categories that must be fulfilled:-

- 1. EPWP NYS Specification
- 2. EPWP Reporting requirements
- 3. Project Steering Committee
- 4. Community Liaison Officer
- 5. Sub-contracting
- 6. DPW Projects Branding

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#### SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work that will be done on this project.

The training of the youth employed will have to be conducted by an accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance). The contracted Training Service Provider will have at all times provide the Contractor with an update on youth training each have received.

The Contractor will be required in both training and on site exposure to employ all of the youth for a minimum period of 9 months. Furthermore the Contractor will be required to avail services of an adequately qualified foreman/ supervisor specifically for EPWP NYS youth Participants to act as their construction mentor for the duration of on site training. The contractor may not be required to employ all youth in the programme at the same time, but may phase the youth throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed in elementary occupations and training on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management of a SPWP.

#### SL 02. TERMINOLOGY AND DEFINITIONS

#### SL 02.01 TERMINOLOGY

- **02.01.01** "SPWP" The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the Participants on these projects are entitled to formal training, which will be provided by an accredited training provider/s appointed (and funded) by the Department of Public Works through contracted Contractor. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- **02.01.02 "EPWP" –** Expanded Public Works Programme, a National Programme of South Africa Government, approved by Cabinet.
- 02.01.03 "NYS" National Youth Service means a structured skills development programme aimed to capacitate youth.

#### SL 02.02 <u>DEFINITIONS</u>

- **02.02.1** "Employer" means any Department employing Participants to work in elementary occupations on a SPWP;
- **02.02.2** "Client" means the Department of Public Works.
- **02.02.3 "Participants"** a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP.
- **02.02.4** "department" means any department of the State, implementing agent or contractor;
- **02.02.5** "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- **02.02.6** "management" means any person employed by a department or implementing agency to administer or execute a SPWP;
- **02.02.7** "task" means a fixed quantity of work;
- **02.02.8** "task-based work" means work in which a Participant is paid a fixed rate for performing a task;
- **02.02.9** "task-rated Participant" means a Participant paid on the basis of the number of tasks completed;
- **02.02.10** "time-rated Participant" means a Participant paid on the basis of the length of time worked
- **02.02.11** "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

#### SL 03. APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled Participants undertake

#### SL 04. EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

#### SL 04.01 TERMS OF WORK

- 04.01.01 Participants on a SPWP are employed on a temporary basis.
- 04.01.02 A Participant may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 04.01.03 Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

#### SL 04.02 NORMAL HOURS OF WORK

- 04.02.01 An employer may not set tasks or hours of work that require a Participant to work-
  - (i) more than forty hours in any week
  - (ii) on more than five days in any week; and
  - (iii) for more than eight hours on any day.
- An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.
- 04.02.03 A task-rated Participant may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.
- 04.02.04 Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

#### SL 04.03 MEAL BREAKS

- 04.03.01 A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 04.03.02 An employer and Participant may agree on longer meal breaks.
- 04.03.03 A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another

Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.

04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid on the basis of time worked must be paid if the Participant is required to work or to be available for work during the meal break.

#### SL 04.04 DAILY REST PERIOD

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

#### SL 04.05 WEEKLY REST PERIOD

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

#### SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- 04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.
- 04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.
- 04.06.03 A task-rated Participant who works on a public holiday must be paid
  - (i) the Participants daily task rate, if the Participant works for less than four hours;
  - (ii) double the Participants daily task rate, if the Participant works for more than four hours.
- 04.06.04 A time-rated Participant who works on a public holiday must be paid
  - (i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday;
  - (ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

#### SL 04.07 SICK LEAVE

- 04.07.01 Only Participants who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 04.07.02 A Participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the Participant has worked in terms of a contract.
- 04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.
- 04.07.04 Accumulated sick-leave may not be transferred from one contract to another contract.
- 04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.
- 04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.
- 04.07.07 An employer must pay a Participant sick pay on the Participants usual payday.
- 04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant is
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight-week period.
- 04.07.09 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 04.07.10 A Participant is not entitled to paid sick-leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

#### SL 04.08 MATERNITY LEAVE

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

#### SL 04.09 FAMILY RESPONSIBILITY LEAVE

- 04.09.01 Participants, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:
  - i. when the employee's child is born;
  - ii. when the employee's child is sick;
  - iii. in the event of the death of:-
    - 1. the employee's spouse or life partner
    - 2. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

#### SL 04.10 STATEMENT OF CONDITIONS

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

#### SL 04.11 KEEPING RECORDS

- 04.11.01 Every employer must keep a written record of at least the following
  - i. The Participant/s employment contract;
  - ii. Payments (proof of payments) made to each Participant.
  - iii. Certified copy of an Identity Document
  - iv. Signed monthly attendance registers
  - v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
  - vi. in the case of a time-rated Participant, the time worked by the Participant;
- 04.11.02 The employer must keep this record for a period of at least three years after the completion of the SPWP.

#### SL 04.12 PAYMENT

- 04.12.01 The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
- 04.12.02 Payment must be made through electronic fund transfer (EFT) into Participant bank account.
- 04.12.03 An employer must give a Participant the following information in writing
  - the period for which payment is made;
  - ii. the number of tasks completed or hours worked;
  - iii. the Participants earnings;
  - iv. any money deducted from the payment;
  - v. the actual amount paid to the Participant.
- 04.12.04 After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.
- 04.12.05 If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

#### SL 04.13 DEDUCTIONS

- 04.13.01 An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.
- 04.13.02 An employer who deducts money from a Participants pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 04.13.03 An employer may not require or allow a Participant to:-
  - repay any payment except an overpayment previously made by the employer by mistake;
  - ii. state that the Participant received a greater amount of money than the employer actually paid to the Participant;

#### SL 04.14 HEALTH AND SAFETY

- 04.14.01 Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to in accordance to Occupational Safety and Health Act no 85 of 1993
- 04.14.02 A Participant must:
  - i. work in a way that does not endanger his/her health and safety or that of any other person;
  - ii. obey any health and safety instruction; in accordance to Occupational Safety and health Act no 85 of 1993
  - iii. use any personal protective equipment or clothing issued by the employer;
  - iv. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.
- 04.14.03 Employers must conduct occupational medical examinational fitness test.

#### SL 04.15 COMPENSATION FOR INJURIES AND DISEASES

- 04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.
- 04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.
- An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.
- 04.15.05 The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### SL 04.16 <u>TERMINATION</u>

- 04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.
- 04.16.02 A Participant will not receive severance pay on termination.
- 04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- O4.16.04 A Participant who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.
- 04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

#### SL 04.17 CERTIFICATE OF SERVICE

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

#### SL 05. <u>EMPLOYER'S RESPONSIBILITIES</u>

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

- os.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- ensure that all youth Participants are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- opposed provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.

- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and
- 05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

#### SL 06. **TRAINING OF YOUTH PARTICIPANTS**

#### SL 06.01 **PREAMBLE**

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes encourages:-

- 06.01.01 optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- 06.01.02 a focus on targeted groups which consist of namely youth, consisting of women, female-headed households,

disabled and households coping with HIV/AIDS; and

06.01.03 the empowerment of individuals and communities engaged in a SPWP through the provision of training.

#### SL 07. YOUTH PARTICIPANTS SELECTION CRITERIA

The youth Participants of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP-NYS.

In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 80% of persons working on a programme not being from local communities.

Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

07.01 The proposed targets as set out in sub clauses should accommodate:-

- (i) 100% youth from 18 to 35 years of age;
- (ii) 60% women;
- (iii) 2% disabled.

#### SL 08. **PROVINSIONAL RATES OF PAY**

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to a productive days work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that particular day work will be at a contractors cost remunerated within the required Building Industrial Councils rate of pay.

#### SL 09. **PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS**

### SL 09.01 (TARGET:- NUMBER OF YOUTH PARTICIPANTS)

#### 09.01.01 **Orientation and Life Skills**

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the training is aligned with the construction works schedule and the demand for Participants.

#### 09.01.02 **TECHNICAL SKILLS TRAINING**

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities elsewhere and or as semi-skilled labourers. Such training will comprise of an off-site theoretical and simulation theory regarded herein as component 1 that will be undertaken by accredited private and or public training institution. The training undertaken through public training institution will provide youth only with fees for once-off per subject level payment and stipends payments.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure on those learner ear-marked to return to site. The programme will consist of this on-site practical work regarded herein as component 2 under the supervision of the employer for the ear-marked youth. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

### SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

### SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

### SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

### SL 013. <u>EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND</u>

Employment of youth Participants shall provide youth Participants with on and or off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP–NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

### SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boats. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

### SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.

The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

### SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR/S

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed by EPWP-NYS Office and will act as Participant Liaison Officer to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 – Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to reside within DPWI Offices in order to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site of Youth by Contractors.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

### SL 017. <u>LIAISON WITH SERVICE PROVIDER</u>

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training. The cost to be claimed under tendered rate should be supported by meeting agenda/s and resolutions and or meeting minutes.

### SL 018. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue, hiring requirements and decoration and entertainment items, etc.

### SL 019. EPWP REPORTING SYSTEM REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

- SL 019.01 Certified copy of participants' id (not later than 3 months at the time of system enrolment),
- **SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
- **SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
- **SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP participants.
- SL 019.05 Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.
- SL 019.06 The reported information must be accompanied by:-
  - 1. Copies of ID (once off) when participants contracted,
  - Beneficiary Contract of Employment (once off),
  - 3. Attendance registers (monthly) and
  - 4. Proof of Payment (monthly)
- SL 019.07 All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

### SL 020. PROJECT STEERING COMMITTEE (PSC)

### Each project shall have a Project Steering Committee (PSC) that shall consist of the following stakeholders:

- Department of National Public Works representative.
- Municipal representative.
- Community representatives.
- Client department representative.
- Main Contractor.

### SL 020.01 Operating Procedures

The PSC shall oversee the following

- (a) The PSC will adhere to government legislation and policy guidelines which are relevant to enable it to execute its work. The Intermediary guidelines will also be adhered to e.g. procurement policies.
- (b) The meetings will be scheduled, and will be held on agreed dates and times.
- (c) That targets set in terms of work opportunities are met.
- (d) That local labour is recruited according to agreed procedures and processes
- (e) Manage EPWP participant grievances.
- (f) Responsible for communication with local EPWP participants.

### SL 020.02 Secretariat

The contractor shall appoint a Community Liaison Officer (CLO) who shall provide secretariat support to the PSC.

### SL 20.03 PSC Meetings

The PSC shall meet once a month prior to the site meetings and report the resolutions at the Site Meeting.

### SL 20.04 Funding of PSC

The activities of the PSC will be voluntary and members would receive no remuneration for their time. The contractor may provide refreshments on the day of a meeting. It is thus important that community members of the PSC be drawn from the local area in order to avoid travelling costs.

### SL 021. COMMUNITY LIAISON OFFICER (CLO)

- **SL 021.01** The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of a project.
- SL 21.02 A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.
- **SL 21.03** The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.
- SL 21.04 Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:
  - Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
  - b) Assisting in the procurement of materials from local resources, as required by the contractor,
  - c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
  - d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
  - e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
  - f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained.
  - g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications.
  - h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
  - i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
  - j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

### SL 022. CONTRACTUAL OBLIGATIONS IN RELATION TO LABOUR

The participants to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

### SL 023. CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLUASES: NATIONAL YOUTH SERVICE

## EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS; NATIONAL YOUTH SERVICE (NYS).

The contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)" as attached to these bills of quantities.

The contractor shall identify a minimum number of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them elsewhere through accredited private or public institutions, all as per the aforementioned specification and as measured in these bills of quantities.

The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers.

The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers.

Separate items which will be subject to re-measurement have been included elsewhere in these bills of quantities to cover the direct costs associated with the employment and training of the youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

# SL 024. <u>CONTRACTUAL OBLIGATIONS IN PRELIMINARIES & GENERAL CLUASES: WORK OPPORTUNITIES</u> IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP): WORK OPPORTUNITIES

The Contractor shall comply with all the "Code of Good Practise for Employment and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed and or temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP).

The contractor shall maintain daily records with regards to workers employed and shall, on a monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in said report, all as defined in the guidelines for the implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)

Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

# <u>EPWP - EMPLOYMENT AGREEMENT</u> [Example]

CONTRACTOR
Name:
Address:
ID:
AND
AND
WORKER
Name:
Address:
ID:
1. I am pleased to confirm that you have been appointed to work on a task-based employment contrac
within an EPWP project. During this contract you will undertake various tasks.
2. This contract must be in conjunction with the standard terms and conditions of employment
applicable to a EPWP, a copy of which is attached.
3. The project where you will be employed is located at
4. The contract will start on
and end on
5. You must be aware that this contract is a limited term contract and not a permanent job. You
minimum period will be 6 months and the contract may be terminated for one of the following
reasons:  (a) Funding for the programme in your areas comes to an end.
<ul><li>(a) Funding for the programme in your areas comes to an end.</li><li>(b) You repeatedly do not perform in terms of the tasks set out in your work programme.</li></ul>
(c) If you breach any of the terms and conditions of this contract.
(a) you broad any or the terms and contained or the contract.
6. Disciplinary:
You will be employed as a general labourer within the EPWP team.
7 While you are working you will report to

8. Paymen	t	
You will	be paid a fixed amount of R for a	basis.
9. The con - -	tractor shall not be required to provide to loca holiday, leave, sick or severance pay; a pension or similar scheme; a medical aid or similar scheme.	ıl participants:
10. Signatur		
Signed on th	is day of	20
Contractor:		Date:
Worker:		Date:
Witness:		Date:

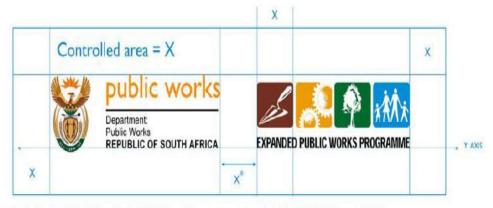
### SL 025. ANNEXURE A.1 – EPWP BRANDING REQUIREMENTS

(Please note that the new Public Works and Infrastructure logo should be used instead of the Public Works Logo)

# The EPWP identity construction

The logo spacing guide is used to check relationship of the Public Works Logo and Expanded Public Works Programme logo.

### HORIZONTAL RELATIONSHIP



In the horizontal relationship the DPW logo always appears on the left and EPWP logo on right.

\* NOTE The space between the public works logo and EPWP logo may increase but never decrease less than X width. The logos must always bottom align with Y axis.

# The EPWP identity - Acceptable colour application











## The EPWP identity - Typography

The fonts chosen for the EPWP identity is Gill Sans and Arial. The following versions of the Gill Sans and Arial family can be used.

Primary descriptor: Gill Sans Regular	Secondary typography: Arial Bold			
ABCDEFGHIJKLMNOPQRSTUVWXYZ	<b>ABCDEFGHIJKLMNOPQRSTUVWXYZ</b>			
abcdefghijklmnopqrstuvwxyz	abcdefghijklmnopqrstuvwxyz			
1234567890 *&!?@	1234567890 *&!?@			
Primary descriptor: Gill Sans Bold	Secondary descriptor (EPWP): Arial Narrow			
ABCDEFGHIJKLMNOPQRSTUVWXYZ	ABCDEFGHIJKLMNOPQRSTUVWXYZ			
abcdefghijklmnopqrstuvwxyz	abcdefghijklmnopqrstuvwxyz			
1234567890 *&!?@	1234567890 *&!?@			
	Secondary typography: Arial Regular			
	ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz			
	1234567890 *&!?@			

# The EPWP identity - Colour palette

The Primary colour palette for the EPWP identity is Black and Yellow. The Secondary colour palette appear in the logo and is an integral part of the EPWP identity.

### PRIMARY COLOUR PALETTE



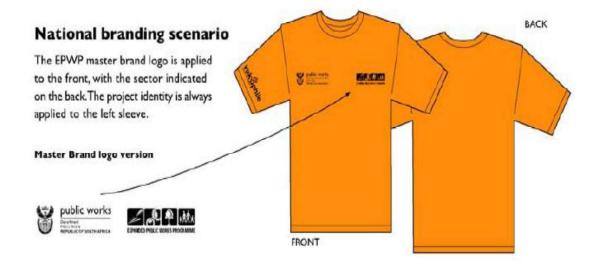
### SECONDARY COLOUR PALETTE





# The EPWP co-branding in promotional material

The Expanded Public Works Programme corporate identity is likely to be applied in conjunction with many other role players. When using the horizontal version of the EPWP identity the following scenarios applies.





ANNEXURE B.1 – EPWP BENEFICIARY REPORTING TEMPLATE ANNEXURE B.2 – EPWP PROGRESS DATA REPORT TEMPLATE

## BENEFICIARY INFORMATION PLEASE PROVIDE BENEFICIARY INFORMATION ON THIS SHEET

									JULY			
irst name	Initials	Last name	I.D. Number	DOB	Gender	Has disability	Education level	Start date	Number of labour days for July	Daily task rate for July	Total wages	Total number of training days July
	51 2		6	dd/mm/yyy y	MorF	Y or N	See codes at bottom of list	dd/mm/yyyy			DO NOT ENTER DATA IN THIS COLUMN	
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- · Education Levels use the codes (1,2,3) on the excel spreadsheet
  - o (1) Unknown
  - o (2) No Schooling
  - o (3) Grade 1-3 (Sub A Std 1)
  - o (4) Grad 4 (Std 2) ABET 1
  - o (5) Grade 5-6 (Std 3-4) ABET 2
  - o (6) Grade 7-8 (Std 5-6) ABET 3

### PROGRESS REPORT DATA

R DECEMBE
- 8
20

# **C4** Site Information



# PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

Project title:	CAPE TOWN: PARLIAMENTARY PRECINCT UPGRADING AND RECONFIGURATION VAROUS KITCHENS INLCUINDG REPLACEMENT OF EQUIPMENT AND ASSOIATED WORKS						
Tender no:	CPT1001/24	WCS no:		Reference no:	3/12/20/2/24		

### **C4 Site Information**

The site is located within the Parliament Precinct, Parliament Street, Cape Town.

National assembly kitcken on the bastment floor and 2nd floor



Old assembly Kitcken on basement floor

Marks Kitcken on the 1st floor

90 Plein kitcken on the basement and 1st floor





CAPE TOWN: PARLIAMENTARY PRECINCT: UPGRADE AND RECONFIGURATION OF VARIOUS KITCHENS INCLUDING REPLACEMENT OF EQUIPMENT AND ASSOCIATED WORKS

WCS 054967

**REFERENCE NO: 3/12/20/2/24** 

## **TERMS OF REFERENCE**

### **LOCALITY**

The proposed upgrade and renovations to the various kitchens are to take place at the Cape Town Parliamentary Precinct Complex

The Cape Town Parliamentary Precinct Complex is located as follows:

GPS Coordinates	Decimal	Decimal	Deg Min & Sec	Deg & Decimal Min
Latitude	-33.309772°	\$ 33.309772°	33°55'33.99" S	33° 18.586'
Longitude	18.484763°	E 18.484763°	18°25'08.19" E	18° 29.086'

### Physical Address:

The Parliamentary Precinct is bordered by Plein, Spin, Parliament, and Bureau Streets in the Cape Town Business District.



### CAPE TOWN PARLIAMENTARY PRECINCT



The existing complex consists of various interlinked buildings.

### **SCOPE OF WORK**

The project's scope of work in terms of the replacement of redundant kitchen equipment as well as renovations to three of the main kitchen facilities in the Parliamentary Precinct. The extent of the work required is outlined in this report.

The following kitchens were identified in the scope of work:

- 1. Old Assembly Building Kitchen
- 2. Marks Building Kitchen
- 3. 90 Plein Street Kitchen

### 1. Old Assembly Building Kitchen (NCOP):

The kitchen is in good condition and has recently been revamped. Replacement of



some kitchen equipment and the gas installation requires attention. No building works.

### 2. Marks Building Kitchen

The kitchen is in good condition but requires some building repairs e.g. replacement of the floor and wall tiles, the replacement of some kitchen equipment and the gas installations require attention.

### General note

- Floors ceramic tiles to be removed and replaced with new floor finish to comply with health regulations current tiles are old and chipped, and many need to be replaced.
- Existing suspended ceiling is to be replaced with a new suspended ceiling to comply with health regulations current ceiling is not suitable for commercial kitchen use.
- All lighting and electrical plugs to be replaced
- Existing wall tiles to be removed. New wall tiles are to then be applied to the underside of the ceiling to comply with health regulations.
- New wall to be built to 1.2m above the finish floor level for electrical plugs.
- All cold freezers are to be replaced and the design layout is to be revised the current state of the freezers do not comply with health regulation for commercial kitchen floors are damaged and the aircon temperature does not fully function.
- Include new ceiling exhaust fan

### Room off the main kitchen

• A Breakthrough of the false wall (tiled over) in the kitchen, to utilize all available space to store for pots & pans.

### Coffee area

• The joinery and kitchen countertop are not in the best of state need to be replaced.

### 3. 90 Plein Street Kitchen

The kitchen is in a bad dilapidated condition with lots of kitchen equipment being out of order. This is the most congested kitchen serving hundreds of patrons per day. The kitchen layout is not suitable for the amount of food processed on a daily basis.



The fridge and storage areas are in the basement; a small lift assists in getting items from the basement to the kitchen.

### **Ground floor**

- Floors of ceramic tiles to be removed to be replaced with new floor finish to comply with health regulations current tiles are old and chipped, and many need to be replaced.
- The suspended ceiling is to be replaced with a new suspended ceiling to comply with health regulations current ceiling is not suitable for commercial kitchen use.
- All lighting and electrical plugs to be replaced (Refer to Electrical Engineer drawings/Report)
- Existing wall tiles to be removed. New wall tiles are to then be applied to the underside of the ceiling to comply with health regulations.
- All cold freezers are to be replaced and the design layout to be revised the current state of the freezers do not comply to Health Regulation for commercial kitchen use floors are damage and aircon temperature does not fully function.
- Deep freezers to be bigger than the cold room as there more meats and other products that you require to keep on hand for a long time period.
- Include new ceiling exhaust fan. (Refer to Mechanical Engineer drawings/Report)
- Staircase to be redesigned (Structural Engineer to confirm)
- Change storeroom to a cold room.
- New proposed chemical room to be added for building work.
- Ablution block to form part of the kitchen revamp.

### First floor

- Floors ceramic tiles to be removed to be replaced with new flooring to comply with health regulations current tiles are old and chipped, and many need to be replaced.
- The suspended ceiling is to be replaced with a new suspended ceiling to comply with health regulations current ceiling is not suitable for commercial kitchen use.
- All lighting and electrical plugs to be replaced (Refer to Electrical Engineer drawings/Report)
- Existing wall tiles to be removed. New wall tiles to then be applied to the underside of the ceiling to comply with health regulations.
- All cold freezers are to be replaced and the design layout to be revised the current state of the freezers do not comply with health regulation for a commercial kitchen, floors are damaged and the aircon temperature does not fully function.
- Deep freezers to be bigger than the cold room as there are more meats and other products that you require to keep on hand for a long time period.
- Include a new ceiling exhaust fan. (Refer to Mechanical Engineer drawings/Report)



### Heritage

The kitchens form part of the Parliamentary Precinct complex which has significant heritage value. All aspects of the project deal with 'back of house' spaces and minor upgrades to kitchen facilities which do not affect the aesthetics of the heritage structures in which they are located in.

### **Preliminary programme**

Project duration is 10 months (construction period).

### The following items will be considered in assess the risk to the employer.

Refer to Item 7 on PA-04: Notice and Invitation to Bid, Eligibility in respect of risk to the employer.

Experience of Key Personnel: A proven track record of experience in the Built Environment as well as that of technical/critical services such as:

- Electrician with a Wireman's License and 4 years' experience post qualification within the general building construction.
- Refrigeration Technician with a trade test certification in refrigeration and 4 years' experience post qualification within the general building construction.

### **Security Evaluation and Clearance**

The information submitted by the bidding entity shall be forwarded to the State Security Agency for purposes of security evaluation and clearance and the findings and determination thereof will form the basis on which the risk to employer is assessed.

### Conclusions

The kitchens are of age and the scope of works includes a complete renovation of all the components such as floors, walls, ceilings, sanitary fittings, and kitchen equipment including the associated electrical and mechanical works.