



public works
& infrastructure

2

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C2.2 BILLS OF QUANTITIES

Item
No

Amount

BILL NO 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the **Contract Data** issued with the tender.

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities / lump sum** document, amended as hereinafter described

The **contractor** is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause

The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only

Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable"

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents

TENDERER'S SELECTIONS

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data for organs of state and other public sector bodies**

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STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

PRICING OF PRELIMINARIES

Should the **contractor** select Option A in the **contract data for organs of state and other public sector bodies** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)

PRICING OF BILLS OF QUANTITIES

The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**.

Items left unpriced will be deemed to be covered in prices against other items throughout these **bills of quantities** and no claim for any extras arising out of the **contractor's** omission to price any item will be entertained

Prices for all **construction equipment**, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

VALUE ADDED TAX

Provision is made in the summary page of these bills of quantities / lump sum document for the inclusion of Value Added Tax (VAT)

SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT

INTERPRETATION

1 A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

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The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be

ADVERSE WEATHER CONDITIONS: Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site

AGREEMENT: The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT PERIOD: The period commencing on the date of the letter of acceptance and ending on the date of final completion

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

DEFAULT INTEREST: No Clause

GUARANTEE FOR CONSTRUCTION: A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a

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principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

TARGETED SUBCONTRACTORS: Subcontractors that must be appointed to a total of 30% or more of the contract sum, by the contractor, projects with a contract sum of the amount determined by the Minister in terms of the latest Preferential Procurement regulations, as may be amended from time to time.

Fixed: _____ Value: _____ Time: _____

2 A2.0 LAW, REGULATIONS AND NOTICES

Clause 2.0

Fixed: _____ Value: _____ Time: _____

3 A3.0 OFFER AND ACCEPTANCE

Replace Clause 3.3 with the following:

This **agreement** shall come into force on the date of **letter of acceptance** and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

Fixed: _____ Value: _____ Time: _____

4 A4.0 CESSION AND ASSIGNMENT

Clause 4.0

Ref Clause 6.7 [CD] - Clause 4.2

Replace Clause 4.3 with the following:

Where a **contractor** cedes any right or any monies due to or to become due under this **agreement** as security in favour of a financial institution, the prior written consent of the **employer**, which consent shall not be unreasonably withheld, must be obtained

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5 A5.0 DOCUMENTS

Clause 5.0

Replace last sentence of Clause 5.2 with the following:

The original signed **agreement** shall be held by the **Employer**

Replace Clause 5.4 with the following:

The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference

Replace Clause 5.5 with the following:

The parties may publish or disclose on any platform only the contract scope and contract amount

Fixed: _____ Value: _____ Time: _____

6 A6.0 EMPLOYER'S AGENTS

Clause 6.0

Replace Clause 6.5 with the following:

Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

Add the following as Clause 6.7:

In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12

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7 A7.0 DESIGN RESPONSIBILITY

Clause 7.0

Replace first sentence of Clause 7.2 with the following:

Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof

Fixed: _____ Value: _____ Time: _____

INSURANCES AND SECURITIES

8 A8.0 WORKS RISK

Clause 8.0

Replace Clause 8.4 with the following:

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

Fixed: _____ Value: _____ Time: _____

9 A9.0 INDEMNITIES

Clause 9.0

Add the following to the end of the first sentence of Clause 9.2.7: "... due to no fault of the contractor

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

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10 A10.0 INSURANCES

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Clause 10.0

Replace Clause 10.1 with the following:

The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary , from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.2]

Add the following as Clause 10.1.5.1:

Hi Risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply

Add the following as Clause 10.1.5.1.1 Damage to the works

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3 Replace Clause with the following:

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It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days of the date of letter of acceptance**, but before commencement of the **works**, submit to the **employer** proof of such insurance policy.

10.1.5.1.4 Replace Clause with the following:

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

10.2 Replace Clause with the following:

Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5] in favour of the employer as beneficiary

10.6 No Clause

Add the following as Clause 10.11

In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay

Fixed: _____ Value: _____ Time: _____

11 A11.0 SECURITIES

Clause 11.0

Add the following to Clause 11.1:

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

In respect of contracts with a contract sum above R1 million, the contractor shall have the

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right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5

11.1.1 No Clause

11.1.2 No Clause

11.2.2 No Clause

11.3 No Clause

Replace Clause 11.4.1 with the following:

Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.

11.5 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

Add the following as Clause 11.11:

Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

Add the following as Clause 11.11.1:

The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

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Add the following as Clause 11.11.2:

The employer shall be entitled to recover expense and loss from the cash deposit in terms of Clause 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

Add the following as Clause 11.11.3:

Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) and refund the balance to the contractor

Add the following as Clause 11.11.4:

Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

Add the following as Clause 11.11.5:

On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

Add the following as Clause 11.11.6:

The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.

Add the following as Clause 11.12:

Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:

Add the following as Clause 11.12.1:

The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

Add the following as Clause 11.12.2:

The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.

Add the following as Clause 11.12.3:

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The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

Add the following as Clause 11.12.4:

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.

Add the following as Clause 11.13:

Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.13.1:

The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).

Add the following as Clause 11.13.2:

The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.

Add the following as Clause 11.13.3:

The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

Add the following as Clause 11.13.4:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

Add the following as Clause 11.13.5:

Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.

Add the following as Clause 11.14.1:

Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:

Add the following as Clause 11.14.2:

The contractor shall furnish the employer with a cash deposit equal in value to five per cent

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(5%) of the contract sum (excluding VAT) within fifteen (15) working days from commencement date. Failure to submit a cash deposit within fifteen (15) working days Clause 11.4 will apply mutatis mutandis.

Add the following as Clause 11.14.3:

Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

Add the following as Clause 11.14.4:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.1 - 25.12.5.

Add the following as Clause 11.14.5:

Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.

Add the following as Clause 11.15:

Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected.

Add the following as Clause 11.15.1:

The payment reduction of the value certified in a payment certificate shall be mutatis mutandis in terms of 25.12.6 to 25.12.10.

Add the following as Clause 11.15.2:

The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

Add the following as Clause 11.16:

Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.

Add the following as Clause 11.17:

Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).

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EXECUTION

12 A12.0 OBLIGATIONS OF THE PARTIES

Clause 12.0

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

Give possession of the site to the contractor within ten (10) working days after approval of the issue of a construction permit by the Department of Labour, if applicable, after the contract is signed.

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

The priced Bills must be submitted to the Employer within fourteen (14) calendar days from the date the priced document contains errors or discrepancies and/or prices considered by the employer to be unbalanced or unreasonable the employer or principal agent and the contractor shall adjust the contract sum to the contract sum

Replace Clause 12.2.5 with the following :

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is providing insurances [10.0] [CD]

Replace Clause 12.2.13 with the following:

Designate a competent person full time on site to continuously administer and control the work and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:

Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent a health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 95 of 1993)

Add the following as Clause 12.2.23:

The contractor shall within reasonable time inform the agents regarding inspection of the work [12.0]

Offices

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The **contractor** shall provide, maintain and remove on completion of the **works** an office **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers. All items to be kept clean and fit for use at all times [12.2.18]

Fixed: _____ Value: _____ Time: _____

13 Main notice board

The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering [12.2.18]

Fixed: _____ Value: _____ Time: _____

14 A13.0 SETTING OUT

Clause 13.0

Fixed: _____ Value: _____ Time: _____

15 A14.0 NOMINATED SUBCONTRACTORS

Clause 14.0

Ref Clause 6.7 [CD] - Clause 14.1.4

14.1.5 No Clause

Replace "principal agent" with "employer" [6.7 [CD]] in Clause 14.4.1

Ref Clause 6.7 [CD] - Clause 14.6

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16 A15.0 SELECTED SUBCONTRACTORS

Clause 15.0

Ref Clause 6.7 [CD] - Clause 15.1.4 & Clause 15.5

15.1.5 No Clause

Replace Clause 15.1.2 with the following:

The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer

Replace "principal agent " with "employer" [6.7 [CD]] in Clause 15.4.1

Fixed: _____ Value: _____ Time: _____

17 A16.0 DIRECT CONTRACTORS

Clause 16.0

Fixed: _____ Value: _____ Time: _____

18 A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Replace Clause 17.4 with the following:

The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21

Add the following clause as Clause 17.6:

Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.

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COMPLETION

19 A18.0 INTERIM COMPLETION

Clause 18.0

Fixed: _____ Value: _____ Time: _____

20 A19.0 PRACTICAL COMPLETION

Clause 19.0

Replace Clause 19.5 with the following:

On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section

Add the following as Clause 19.8:

WORKS COMPLETION

- (1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.
- (2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:
 - (2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer
 - (2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)
- (3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2)(b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:

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(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date

(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2)(b) until such items have been completed to the satisfaction of the employer

(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty one (21) working days of the issue first works completion list the contractor shall be liable to a daily penalty as described in B12.0

(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).

Fixed: _____ Value: _____ Time: _____

21 A20.0 COMPLETION IN SECTIONS

Clause 20.0

Add the following as Clause 20.2.1.A

A certificate of Works Completion [19.8]

Fixed: _____ Value: _____ Time: _____

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22 A21.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

Clause 21.0

Replace Clause 21.1 with the following:

The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)

Replace Clause 21.6 with the following:

On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

- (1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or
- (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

Add the following as Clause 21.14:

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0]

Fixed: _____ Value: _____ Time: _____

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23 A22.0 LATENT DEFECTS LIABILITY PERIOD

Clause 21.0

22.3.2 No Clause

Fixed: _____ Value: _____ Time: _____

24 A23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

Ref Clause 6.7 [CD] – Clause 23.1

Ref Clause 6.7 [CD] – Clause 23.2

23.2.13 No Clause

Replace Clause 23.3 with the following:

Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD]

Ref Clause 6.7 [CD] - Clause 23.7

Ref Clause 6.7 [CD] - Clause 23.8

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|----|--|------------------------|----------|
| 25 | <p>A24.0 PENALTY FOR LATE OR NON-COMPLETION</p> <p>Clause 24.0</p> <p>Replace Clause 24.1 with the following:</p> <p>Where the contractor fails to bring the works, or a section thereof, to practical-, works-, or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]</p> <p>Replace Clause 24.2 with the following:</p> <p>Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final-completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:</p> <p>Replace Clause 24.2.1 with the following:</p> <p>The actual or deemed date of practical- works-, or final- completion, of the works, or a section thereof [23.7.1]</p> <p>Fixed:_____ Value:_____ Time:_____</p> <p><u>PAYMENT</u></p> | | |
| 26 | <p>A25.0 PAYMENT</p> <p>Clause 25.0</p> <p>Replace Clause 25.2 with the following:</p> <p>The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount</p> <p>Add the following to Clause 25.3:</p> <p>25.3.12 Monthly Local content report,</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</p> | | |
| | | Carried Forward | R |
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25.3.14 Tax Invoice

25.3.15 Labour intensive report

25.3.16 Contract participation goal reports

25.5 No Clause

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

Replace Clause 25.10 with the following:

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

Replace Clauses 25.12 to 25.12.3 with the following:

The value certified shall be subject to the following percentage adjustments :

(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D & E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)

25.12.1 Where a security is selected in terms of C 1.0 Securities [11.0], the value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.3 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.4 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

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25.12.5 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0])

25.12.6 Where security is a payment reduction in term of C 1.0 Option C, value of the works in terms of 25.1 and materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.7 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion

25.12.8 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.9 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.10 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

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| 27 | <p>A26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</p> <p>Clause 26.0</p> <p>Ref Clause 6.7 [CD] – Clause 26.1</p> <p>Omit Clause 26.4.3</p> <p>Ref Clause 6.7 [CD] – Clause 26.7</p> <p>Replace Clause 26.10 with the following:</p> <p>The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion</p> <p>Ref Clause 6.7 [CD] – Clause 26.12</p> <p>Fixed: _____ Value: _____ Time: _____</p> | | |
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28 A27.0 RECOVERY OF EXPENSE AND/OR LOSS

Clause 27.0

Replace Clause 27.1.2 with the following:

Interest due to late payment only

Replace Clause 27.1.4 with the following:

Interest due to late payment only

27.1.5 No Clause

Replace Clause 27.5 with the following:

Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

Add the following as Clause 27.6:

Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security

Fixed: _____ Value: _____ Time: _____

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SUSPENSION AND TERMINATION

29 A28.0 SUSPENSION BY THE CONTRACTOR

Clause 28.0

- 28 No Clause
- 28.1 No Clause
- 28.1.1 No Clause
- 28.1.2 No Clause
- 28.1.3 No Clause
- 28.1.4 No Clause
- 28.1.5 No Clause
- 28.2 No Clause
- 28.3 No Clause
- 28.4 No Clause

Fixed: _____ Value: _____ Time: _____

30 A29.0 TERMINATION

Clause 29.0

Add the following as Clause 29.1.4:

The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Add the following as Clause 29.1.5:

The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Add the following as Clause 29.1.6:

Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.

Replace Clause 29.7 with the following:

The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

Replace Clause 29.9 with the following:

The employer has the right of recovery against the contractor, where applicable, [CD] from:

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| The guarantee for construction (variable) until the final payment has been made; | | |
| or | | |
| The guarantee for construction (fixed) until the date of practical completion; | | |
| or | | |
| The payment reduction until the final payment is made; | | |
| or | | |
| The cash deposit made as security until the final payment is made | | |
| 29.14.1 No Clause | | |
| 29.14.3 No Clause | | |
| 29.14.4 No Clause | | |
| 29.14.5 No Clause | | |
| 29.14.6 No Clause | | |
| 29.14.7 No Clause | | |
| 29.15 No Clause | | |
| 29.16 No Clause | | |
| 29.17.3 No Clause | | |
| 29.17.6 No Clause | | |
| 29.21.5 No Clause | | |
| 29.22 No Clause | | |
| 29.23 No Clause | | |
| 29.25.3 No Clause | | |
| 29.25.4 No Clause | | |
| 29.27 No Clause | | |
| | Carried Forward | R |
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Fixed: _____ Value: _____ Time: _____

DISPUTE RESOLUTION

31 A30.0 DISPUTE RESOLUTION

Clause 30.0

Replace Clause 30.2 with the following:

Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

Replace Clause 30.8.3 with the following:

Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses

Replace Clause 30.9 with the following:

Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

Fixed: _____ Value: _____ Time: _____

SECTION B - GENERAL PRELIMINARIES

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| | <u>B1.0 DEFINITIONS AND INTERPRETATION</u> | | |
| 32 | B1.1 Definitions | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| 33 | B1.2 Interpretation | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| | <u>B2.0 DOCUMENTS</u> | | |
| 34 | B2.1 Checking of documents | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| 35 | B2.2 Provisional bills of quantities YES | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| 36 | B2.3 Availability of construction documentation YES | | |
| | Construction documentation is complete- Bills of Quantities & Drawings | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| 37 | B2.4 Ordering of materials and goods | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| | <u>B3.0 PREVIOUS WORK AND ADJOINING PROPERTIES</u> | | |
| 38 | B3.1 Previous work - dimensional accuracy | | |
| | Details: The accuracy of the existing building work is accepted | | |
| | Fixed: _____ Value: _____ Time: _____ | | |
| | | Carried Forward | R |
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| | | Brought Forward | R |
|----|--|------------------------|---|
| 39 | B3.2 Previous work - defects Details: The defects are accepted Fixed: _____ Value: _____ Time: _____ | | |
| 40 | B3.3 Inspection of adjoining properties Fixed: _____ Value: _____ Time: _____ | | |
| | <u>B4.0 THE SITE</u> | | |
| 41 | B4.1 Handover of site in stages N/A Fixed: _____ Value: _____ Time: _____ | | |
| 42 | B4.2 Enclosure of the works Fixed: _____ Value: _____ Time: _____ | | |
| 43 | B4.3 Geotechnical and other investigations Details: No Geotechnical Investigation was carried out Fixed: _____ Value: _____ Time: _____ | | |
| 44 | B4.4 Encroachments Fixed: _____ Value: _____ Time: _____ | | |
| 45 | B4.5 Existing premises occupied YES Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document. Fixed: _____ Value: _____ Time: _____ | | |
| | | Carried Forward | R |
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| | | Brought Forward | R |
|----|---|------------------------|----------|
| 46 | B4.6 Services - known Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting Fixed: _____ Value: _____ Time: _____ | | |
| | <u>B5.0 MANAGEMENT OF CONTRACT</u> | | |
| 47 | B5.1 Management of the works Fixed: _____ Value: _____ Time: _____ | | |
| 48 | B5.2 Progress meetings Fixed: _____ Value: _____ Time: _____ | | |
| 49 | B5.3 Technical meetings Fixed: _____ Value: _____ Time: _____ | | |
| | <u>B6.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS</u> | | |
| 50 | B6.1 Samples of materials Fixed: _____ Value: _____ Time: _____ | | |
| 51 | B6.2 Workmanship samples Fixed: _____ Value: _____ Time: _____ | | |
| 52 | B6.3 Shop drawings Fixed: _____ Value: _____ Time: _____ | | |
| 53 | B6.4 Compliance with manufacturer's instructions Fixed: _____ Value: _____ Time: _____ | | |
| | | Carried Forward | R |
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B7.0 DEPOSITS AND FEES

54 B7.1 Deposits and fees

Fixed: _____ Value: _____ Time: _____

B8.0 TEMPORARY SERVICES

55 B8.1 Water - to be provided by the contractor

Fixed: _____ Value: _____ Time: _____

56 B8.2 Electricity - to be provided by the contractor

Fixed: _____ Value: _____ Time: _____

57 B8.3 Ablution and welfare facilities - to be provided by the contractor

Fixed: _____ Value: _____ Time: _____

58 B8.4 Communication facilities - to be provided by the contractor

Fixed: _____ Value: _____ Time: _____

B9.0 PRIME COST AMOUNTS

59 B9.1 Responsibility for prime cost amounts

Fixed: _____ Value: _____ Time: _____

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B10.0 ATTENDANCE ON SUBCONTRACTORS

60 B10.1 General attendance

The **contractor** shall at his own expense provide the following general attendance on the **subcontractors**:

Access to the **site** and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the **contractor**

The provision of water and lighting and single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation

The provision of an area for the **subcontractor** to establish temporary office accommodation and workshops and for the storage of plant and materials

The use of erected scaffolding belonging to the **contractor**, in common with others having the like right, while it remains erected on the **site**

The use, at reasonable times by arrangement of the **contractor's** erected hoisting equipment

Fixed: _____ Value: _____ Time: _____

61 B10.2 Special attendance

Fixed: _____ Value: _____ Time: _____

B11 GENERAL

62 B11.1 Protection of the works

Fixed: _____ Value: _____ Time: _____

63 B11.2 Protection/isolation of existing/sectionally occupied works

Fixed: _____ Value: _____ Time: _____

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64 B11.3 Security of the works
 Fixed: _____ Value: _____ Time: _____

65 B11.4 Notice before covering work
 Fixed: _____ Value: _____ Time: _____

66 B11.5 Disturbance
 The **contractor** shall keep the **site**, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the **works** all necessary temporary dust screens all to the satisfaction of the **principal agent**

Fixed: _____ Value: _____ Time: _____

67 B11.6 Environmental disturbance
 Fixed: _____ Value: _____ Time: _____

68 B11.7 Works cleaning and clearing
 Fixed: _____ Value: _____ Time: _____

69 B11.8 Vermin
 Fixed: _____ Value: _____ Time: _____

70 B11.9 Overhand work
 Fixed: _____ Value: _____ Time: _____

71 B11.10 Tenant installations
 Fixed: _____ Value: _____ Time: _____

72 B11.11 Advertising
 Fixed: _____ Value: _____ Time: _____

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SECTION C - SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

73 C1 CONTRACT DRAWINGS

* Select relevant paragraph and delete whichever is not applicable depending on whether the contract is based on a **bills of quantities** or lump sum document

* The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

* A full set of drawings is issued with the tender documents indicating the full scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value: _____ Time: _____

74 C2 PREAMBLES

The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.1" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.2" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

Fixed: _____ Value: _____ Time: _____

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75 C3 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities** / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value: _____ Time: _____

76 C4 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value: _____ Time: _____

77 C5 VIEWING THE SITE IN SECURITY AREAS

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value: _____ Time: _____

78 C6 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value: _____ Time: _____

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79 C7 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value: _____ Time: _____

80 C8 SECURITY CHECK OF PERSONNEL

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value: _____ Time: _____

81 C9 PROHIBITION ON TAKING PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: _____ Value: _____ Time: _____

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C10 HIV/AIDS AWARENESS

It is required of the **contractor** to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained

The **contractor** must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A 25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

82 C10.1 AWARENESS CHAMPION

Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value: _____ Time: _____

83 C10.2 AWARENESS WORKSHOPS

Selection and appointment of a competent Service Provider approved by the **principal agent**, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value: _____ Time: _____

84 C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.

Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value: _____ Time: _____

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85 C10.4 ACCESS TO CONDOMS

Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the **construction period**, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value: _____ Time: _____

86 C10.5 MONITORING

Monitoring HIV/AIDS awareness of workers, providing the **principal agent** with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the **construction period** and close out, all in accordance with the HIV/AIDS Specification

Fixed: _____ Value: _____ Time: _____

87 C11 OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities** / lump sum document

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of Clause A25.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including **interest**, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

Fixed: _____ Value: _____ Time: _____

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Brought Forward R

88 C12 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** / lump sum document

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, all as per the aforementioned specification and as elsewhere measured in these **bills of quantities** / lump sum document

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 remeasurement have been included elsewhere in these **bills of quantities** / lump sum document 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

Fixed: _____ Value: _____ Time: _____

Carried Forward R

Bill No. 1
 Preliminaries
Professional Services
NDPW & I - Port Elizabeth Regional Office

Brought Forward R

89 C13 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

The **contractor** shall comply with all the requirements of the "Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes" 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 temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)

The **contractor** shall maintain daily records with regard to the workers employed and shall, on a monthly basis, submit a report to the **principal agent** in the prescribed format. Compulsory indicators such as the 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

Fixed: _____ Value: _____ Time: _____

| | |
|-----------------------------------|----------|
| Total Fixed Preliminaries | R |
| Total Time Related Preliminaries | R |
| Total Value Related Preliminaries | R |
| TOTAL PRELIMINARIES | R |

Carried to Summary R

Bill No. 1
 Preliminaries
Professional Services
NDPW & I - Port Elizabeth Regional Office

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|----------|--------|
| | <u>BILL No. 2</u> | | | |
| | <u>ALTERATIONS</u> | | | |
| | NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill | | | |
| | Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill | | | |
| | <u>REMOVAL OF EXISTING WORK</u> | | | |
| | <u>Breaking up and removing mass concrete:</u> | | | |
| 1 | Steps and landings | m3 | 5 | |
| 2 | Surface beds and slabs | m3 | 5 | |
| 3 | 100mm Thick in-situ concrete V drain | m2 | 5 | |
| | <u>Breaking down and removing brickwork, etc.:</u> | | | |
| 4 | Half brick walls. | m2 | 3 | |
| 5 | One brick walls. | m2 | 3 | |
| | <u>Taking up and removing concrete pavers and setting aside for re-use and later refixing in similar position</u> | | | |
| 6 | 60mm Interlocking concrete paving blocks | m2 | 10 | |
| | <u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u> | | | |
| 7 | Steel piping under ground not exceeding 50mm diameter. | m | 50 | |
| | Carried Forward | | R | |
| | Bill No. 2 Alterations (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Item No | | Quantity | Rate | Amount |
|---------|---|----------|------|--------|
| | <p><u>BILL No. 3</u></p> <p><u>EARTHWORKS (PROVISIONAL)</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Nature of material to be excavated</u></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site</p> <p><u>SITE CLEARANCE</u></p> <p><u>Site clearance</u></p> | | | |
| 1 | Allow for clearing site including removing trees, shrubs etc. not exceeding 200mm girth, grubbing up roots and roughly levelling | m2 | 332 | |
| | Carried Forward | | | R |
| | <p>Bill No. 3 Earthworks (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office</p> | | | |

| Brought Forward | | R |
|--|--|----------|
| <u>REMOVAL OF TREES ETC</u> | | |
| <u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u> | | |
| 2 | Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth | No 2 |
| <u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u> | | |
| 3 | Tree exceeding 200mm and not exceeding 500mm girth | No 1 |
| <u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u> | | |
| <u>EXCAVATIONS ETC</u> | | |
| <u>Soft excavation not exceeding 2m deep</u> | | |
| 4 | Trenches | m3 73 |
| <u>Extra over trench and hole soft excavations for</u> | | |
| 5 | Soft rock | m3 3 |
| 6 | Hard rock | m3 7 |
| <u>Extra over all excavations for carting away</u> | | |
| 7 | Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor | m3 42 |
| <u>Risk of collapse of excavations</u> | | |
| 8 | Sides of trench and hole excavations not exceeding 1,5m deep | m2 331 |
| <u>Keeping excavations free from water</u> | | |
| 9 | Keeping excavations free from mud and all water other than from subterranean sources | Item |
| Carried Forward | | R |
| Bill No. 3 Earthworks (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office | | |

| Brought Forward | | | R |
|---|--|----|-----|
| <u>FILLING, ETC</u> | | | |
| <u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u> | | | |
| 10 | Backfilling to trenches, holes, etc | m3 | 44 |
| <u>Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density</u> | | | |
| 11 | Under floors, etc | m3 | 14 |
| <u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u> | | | |
| 12 | 50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), levelled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors. | m2 | 76 |
| <u>Compaction of surfaces</u> | | | |
| 13 | Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density | m2 | 76 |
| <u>Prescribed density tests on filling</u> | | | |
| 14 | "Modified AASHTO Density" test | No | 17 |
| <u>SOIL POISONING</u> | | | |
| <u>Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:</u> | | | |
| 15 | Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming (labour intensive). | m2 | 384 |
| Carried to Summary | | | R |
| Bill No. 3 Earthworks (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
| | <u>BILL No. 4</u> | | | |
| | <u>CONCRETE, FORMWORK AND REINFORCEMENT</u> | | | |
| | NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill | | | |
| | Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill | | | |
| | <u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u> | | | |
| | <u>15 MPa/20mm concrete</u> | | | |
| 1 | Strip footings | m3 | 29 | |
| | <u>REINFORCED CONCRETE</u> | | | |
| | <u>25 MPa/ 19mm Concrete poured around reinforcement:</u> | | | |
| 2 | Surface beds cast in panels on waterproofing | m3 | 14 | |
| 3 | Paving cast in panels | m3 | 2 | |
| | <u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u> | | | |
| | <u>Smooth formwork to sides</u> | | | |
| 4 | Edges, risers, ends and reveals not exceeding 300mm high or wide | m | 361 | |
| | Carried Forward | | R | |
| | Bill No. 4 Concrete, Formwork and Reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Brought Forward | | R |
|--|--|-------|
| <u>CONCRETE TESTING</u> | | |
| 5 | Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head (Provisional) | No 19 |
| <u>CONCRETE SUNDRIES</u> | | |
| <u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u> | | |
| 6 | Surface beds, slabs, etc. | m2 89 |
| <u>MOVEMENT JOINTS, ETC.</u> | | |
| <u>Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face</u> | | |
| 7 | Surface beds not exceeding 300mm thick | m 28 |
| <u>Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces</u> | | |
| 8 | Expansion joint not exceeding 300mm high | m 222 |
| <u>Saw cut joints:</u> | | |
| 9 | Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess. | m 67 |
| <u>REINFORCEMENT</u> | | |
| <u>Fabric reinforcement</u> | | |
| 10 | Type 245 fabric reinforcement in concrete surface beds, slabs, etc. | m2 76 |
| Carried to Summary | | R |
| Bill No. 4 Concrete, Formwork and Reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
| | <p><u>BILL No. 5</u></p> <p><u>MASONRY</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>BRICKWORK</u></p> <p><u>Sizes in descriptions</u></p> <p>Where sizes in descriptions are given in brick units, "one brick" shall be the length and "half brick" the width of a brick</p> <p><u>Cement mortar</u></p> <p>Unless otherwise described, all brickwork shall be built in 1:5 cement mortar</p> <p><u>External walls, etc</u></p> <p>Descriptions of hollow walls shall be deemed to include leaving every fifth perpend of the bottom course of the external skin open as a weep hole</p> <p>Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats "Brixal" bitumen emulsion waterproofing coating</p> <p style="text-align: right;">Carried Forward</p> | | | |
| | <p>Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office</p> | | R | |

| Brought Forward | | | R |
|--|---|----|-----|
| <u>Face bricks</u> | | | |
| Bricks shall be ordered timeously to obtain uniformity in size and colour | | | |
| <u>Pointing</u> | | | |
| Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc | | | |
| <u>Samples, etc</u> | | | |
| Rates for brickwork, faced brickwork, etc shall include for all required samples | | | |
| <u>FOUNDATIONS (PROVISIONAL)</u> | | | |
| <u>Brickwork of NFX bricks in class II mortar</u> | | | |
| 1 | One brick walls | m2 | 58 |
| <u>SUPERSTRUCTURE</u> | | | |
| <u>Brickwork of NFP bricks in CLASS II mortar</u> | | | |
| 2 | One brick walls | m2 | 86 |
| <u>BRICKWORK SUNDRIES</u> | | | |
| <u>Joint forming material in movement joints</u> | | | |
| 3 | 12mm Bitumen impregnated fibre board built in vertically through brick walls in foundations (Provisional) | m2 | 15 |
| <u>Brickwork reinforcement</u> | | | |
| 4 | 150mm Wide reinforcement built in horizontally | m | 434 |
| Carried Forward | | | R |
| Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Brought Forward | | | | |
|--|---|----|-----|---|
| <u>Galvanised hoop iron cramps, ties, etc</u> | | | | |
| 5 | 32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end buildt into brickwork | m | 20 | R |
| <u>FACE BRICKWORK</u> | | | | |
| <u>" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.</u> | | | | |
| 6 | Extra over brickwork for face brickwork. | m2 | 86 | |
| <u>Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces</u> | | | | |
| 7 | Coping on top of one brick wall pointed on top and both sides | m | 149 | |
| Carried to Summary | | | | R |
| Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office | | | | |

| Item No | | Quantity | Rate | Amount |
|--|--|----------|------|--------|
| <u>BILL No. 6</u> | | | | |
| <u>WATERPROOFING</u> | | | | |
| <u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill | | | | |
| Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill | | | | |
| <u>DAMPPROOFING OF WALLS AND FLOORS</u> | | | | |
| <u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u> | | | | |
| 1 | Under surface beds | m2 | 76 | |
| 2 | Between existing brick wall and new tank stand | m2 | 10 | |
| <u>JOINT SEALANTS, ETC</u> | | | | |
| <u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u> | | | | |
| 3 | 6 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary (Provisional) | m | 67 | |
| 4 | 12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional) | m | 215 | |
| Carried to Summary | | | | R |
| Bill No. 6 Waterproofing Professional Services NDPW & I - Port Elizabeth Regional Office | | | | |

| Item No | | Quantity | Rate | Amount |
|---------|--|----------|------|--------|
| | <p><u>BILL No. 7</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p> <p><u>Exposed concrete surfaces</u></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster</p> | | | |
| | Carried Forward | | R | |
| | <p>Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office</p> | | | |

| Brought Forward | | | R |
|---|--|----|------|
| <u>TAPS, VALVES, ETC.</u> | | | |
| <u>Polished brass</u> | | | |
| 1 | 22mm Lockable tank cock with lugged brass lever as Cobra 541 | No | 14 |
| 2 | 20mm Brass hose bip-tap with wall plated elbow | No | 14 |
| <u>Stainless steel</u> | | | |
| 3 | 25mm Sluice/gate valve with teflon seat | No | 16 |
| 4 | 25mm Non-return valve | No | 19 |
| 5 | Stainless Steel Hose clamps 32-35mm | No | 70 |
| <u>uPVC economy</u> | | | |
| 6 | 50mm Diameter Float valve | No | 15 |
| 7 | 25mm Ball valve | No | 15 |
| <u>INTERNAL WATER SUPPLY</u> | | | |
| <u>Class 2 copper pipes for brass couplings</u> | | | |
| 8 | 15mm Pipes | m | 76 |
| 9 | 22mm Pipes | m | 215 |
| <u>Extra over class 2 copper pipes for "Conex" compression fittings</u> | | | |
| 10 | 15mm Bush, elbow, bend, tee, reducing tee, saddles, etc. | No | 20 |
| 11 | 22mm Bush, elbow, bend, tee, reducing tee, saddles, etc. | No | 35 |
| <u>Sundries</u> | | | |
| 12 | Testing internal water reticulation | | Item |
| Carried Forward | | | R |
| Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Brought Forward | | | R |
|--|---|----|-----|
| <u>EXTERNAL WATER RETICULATION</u> | | | |
| <u>HDPE Class 12 pressure pipes</u> | | | |
| 13 | 25mm Pipe laid in and including trenches not exceeding 1m deep | m | 140 |
| 14 | 25mm Pipe cast into concrete (concrete elsewhere) | m | 70 |
| <u>Extra over HDPE Class 12 polyethylene piping for pressure fittings</u> | | | |
| 15 | 50/40 Full thread reducer | No | 24 |
| 16 | 25mm Fitting, reducer, elbow, bend, tee, reducing tee, saddles, etc. | No | 115 |
| <u>TANKS, ETC.</u> | | | |
| 17 | 5000 Litre Polyethylene water tank with 40mm diameter inlet at top and 40mm overflow outlet and 40mm outlet at base of tank including access hatch on top with vermin-proof vent. | No | 15 |
| 18 | Tying a tank with 4mm diameter galvanised wire wrapped twice around centre of tank and secured to corner of tank stand with a double strand of 4mm diameter galvanised wire embedded into concrete. | No | 15 |
| <u>STORMWATER CHANNELS</u> | | | |
| <u>Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, shuttering, expansion joints, Ref 245 reinforcing mesh, sealant to joints and finishing</u> | | | |
| 19 | 1000 x 150mm Thick V-dish channel 75mm deep | m | 271 |
| 20 | Extra for angles, intersections, ends, dressing into sides of catchpits, etc. | No | 35 |
| Carried Forward | | | R |
| Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Brought Forward | | R |
|---|--|----|
| <u>Sundries</u> | | |
| 21 | Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed | 14 |
| | m3 | |
| 22 | Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin | 14 |
| | No | |
| Carried to Summary | | R |
| Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office | | |

Item
No

Quantity

Rate

Amount

BILL No. 8

ELECTRICAL WORK (PROVISIONAL)

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill

PREAMBLES

All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001

SUPPLEMENTARY PREAMBLES

The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

ELECTRICAL INSTALLATION

Qualified Electrician

Tenderer's are advised that a registered and qualified 3-phase electrician will be required to provide a electrical compliance certificate upon completion of the project

Carried Forward

R

Bill No. 8
 Electrical Work (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

Brought Forward

R

Schedule of information

Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.

Labelling & Colour Coding

The cost of labelling and colour coding must be included within the prices of the respective equipment.

Fixing of conduits

The fixing of conduits shall be as follows

- a) Build in conduits in wall chases with cement mortar and clamps
- b) Fix conduits on wall surfaces and in roof spaces with approved saddles
- c) Cast conduit in concrete surface beds or slabs
- d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles

Chasing

All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position

Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting

Carried Forward

R

Bill No. 8
 Electrical Work (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

| Brought Forward | | | R |
|--|--|----|----|
| <u>Laying of electric cables</u> | | | |
| Excavate 600mm below finished ground level | | | |
| Encase the installed cable in river sand or sifted sand | | | |
| Mark the cable route with approved concrete cable markers | | | |
| <u>Work to be done to existing "DB"</u> | | | |
| 1 | 25A Single pole mccb's | No | 7 |
| 2 | 63A Double pole earth leakage units | No | 7 |
| <u>ELECTRICAL SUPPLY</u> | | | |
| <u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u> | | | |
| 3 | 4mm ² x 2 - Core and 10mm earth wire | m | 70 |
| 4 | 6mm ² x 2 - Core and 10mm earth wire | m | 70 |
| 5 | 16mm ² x 3 - Core and 10mm earth wire | m | 70 |
| <u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u> | | | |
| 6 | 4mm ² x 2 - Core | No | 14 |
| 7 | 6mm ² x 2 - Core | No | 14 |
| 8 | 16mm ² x 2 -Core | No | 14 |
| <u>Cable sundries</u> | | | |
| 9 | 150mm Wide cable danger warning tape placed 150mm above cables in trenches | m | 70 |
| Carried Forward | | | R |
| Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

| Brought Forward | | | R |
|--|---|----|----|
| <u>LIGHTING AND SMALL POWER</u> | | | |
| <u>Rigid PVC conduits</u> | | | |
| 10 | 25mm Diameter | m | 70 |
| <u>GALVANISED CONDUIT</u> | | | |
| <u>Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)</u> | | | |
| 11 | 25mm Diameter | m | 70 |
| <u>CONDUIT BOXES AND FITTINGS</u> | | | |
| 12 | 100 x 50 x 50mm Deep box | No | 7 |
| 13 | 100 x 100 x 50mm Deep box | No | 7 |
| 14 | 250 x 150 x 100mm Deep waterproof york box | No | 7 |
| <u>Galvanised trunking with cover fixed to brickwork</u> | | | |
| 15 | 50x50mm Trunking | m | 85 |
| <u>CONDUCTORS</u> | | | |
| <u>PVC insulated stranded copper conductors drawn into wireways</u> | | | |
| 16 | 1,5mm ² | m | 90 |
| 17 | 2,5mm ² | m | 90 |
| 18 | 4mm ² | m | 90 |
| <u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u> | | | |
| 19 | 16A Single three-pin switched socket outlet | No | 7 |
| 20 | 25A Two phase isolator with external waterproof box | No | 7 |
| Carried Forward | | | R |
| Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office | | | |

Brought Forward

R

TESTING AND COMMISSIONING

21 Allow for testing, balancing and commissioning the complete electrical installation

Item

Carried to Summary

R

Bill No. 8
 Electrical Work (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item
No

Quantity

Rate

Amount

BILL No. 9

**MECHANICAL INSTALLATION
(PROVISIONAL)**

SUPPLEMENTARY PREAMBLES

The descriptions of items in this Bill is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications attached to these bills of quantities for the full descriptions and complete specifications

Proprietary items or materials

Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works

Schedule of information

Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.

Labelling and Colour Coding

The cost of labelling and colour coding must be included within the prices of the respective items.

Pressure Pump with Controller

1 Supply and install a K 30/70M AUTO electric pump supplied by DAB Water Technology including 0.75kW / 10A Pump Control complete fixed to concrete plinth (plinth elsewhere,

No 4

2 Supply and install a pump cover (Colour- green)

No 4

Carried Forward

R

Bill No. 9
 Mechanical Installation (Provisional)
Professional Services
NDPW & I - Port Elizabeth Regional Office

| Brought Forward | | R |
|---|--|-------|
| <p><u>Galvanised Cage for Pressure pump consisting of 50 x 50 x 5mm angle iron framework covered with expanded metal mesh, bolted to concrete surface bed.</u></p> | | |
| 3 | Single cage 400mm wide, 600mm long and 600mm high internally. | No 4 |
| 4 | 100mm M13 expansion bolt | No 24 |
| <p><u>Commissioning, Maintenance, etc</u></p> | | |
| 5 | Allow for commissioning and testing of the installation | Item |
| 6 | Allow for 12 month maintenance and guarantee of the installation | Item |
| 7 | Allow for providing operating and maintenance manuals | Item |
| Carried to Summary | | R |
| Bill No. 9 Mechanical Installation (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office | | |

FINAL SUMMARY

| Bill No | | Page No | Amount |
|---------|--|---------|--------|
| 1 | Preliminaries | 40 | |
| 2 | Alterations (Provisional) | 42 | |
| 3 | Earthworks (Provisional) | 45 | |
| 4 | Concrete, Formwork and Reinforcement | 47 | |
| 5 | Masonry | 50 | |
| 6 | Waterproofing | 51 | |
| 7 | Plumbing and Drainage | 55 | |
| 8 | Electrical Work (Provisional) | 60 | |
| 9 | Mechanical Installation (Provisional) | 62 | |
| | Sub-Total | | R |
| | LESS: CREDIT FOR OLD MATERIALS SALVAGED FROM PREVIOUS CONTRACTOR | Item | |
| | Value Added Tax | | R |
| | Carried to Form of Tender | | R |
| | Professional Services | | |
| | NDPW & I - Port Elizabeth Regional Office | | |

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

| | | | |
|-------------------------------|--|----------------------|--------------------|
| Project title: | QUEENSTOWN POLICE COMPLEX INSTALLATION OF 5 X 10 000 LITRE WATER TANKS AND PUMPS | | |
| Tender / Quotation no: | PE02/2024 | Reference no: | 14/1/3/1/6429/5129 |

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

The scope of the works includes the installation of 15, 5000 Litre to form a 75 000 Litre total capacity. In accordance with the attached architectural drawings some of the water tanks will be connected to the ablution facilities via pressure pumps while some will be free standing, some will harvest rainwater and some will draw water from the municipal supply.

C3.2 ORDER OF THE WORKS

There is no specific order of works in the installation of the water tanks in Queenstown Former Military base and it is left to the bidder's discretion to perform all the required duties to the best of his/her abilities.

C3.3 BUILDINGS OCCUPIED

The base's buildings are occupied by SAPS officials, however the works shall not affect the normal operation of the buildings.

C3.4 ACCESS

Access will be granted to the various areas once an agreement has been reached in terms of the successful tender's construction program. No special security is required for workers on site.

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

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 "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 the **Eastern Cape Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **100 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 **500 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 the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

C3.6.2 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that

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

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

Preference shall be given to the local material suppliers where feasible in the **N/A**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **N/A** of the total value of materials purchased excluding VAT to be sourced from within **N/A** 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** 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 the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control.

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

C3.6.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

C3.6.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development Contract Participation Goal is “not applicable” to this project.

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

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

The lead partner or main contractor shall dedicate a **minimum N/A** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **N/A** Enterprises.

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

C3.6.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.6.4.2 Management

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

C3.6.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.6.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;

- *Project completion report* in the specified format (**ED101P**) to the Employer’s Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

C3.6.4.5 The Key Personal

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

C3.6.4.6 Management Meetings

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

C3.6.4.7 Forms for contract administration

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

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

C3.6.4.8 Records

The contractor shall:

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

C3.6.4.9 Payment Certificates

The contractor shall:

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

C3.6.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

- Not reporting practical completion on the cidb Register of Projects (RoP)

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

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

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

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

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

C3.6.5.1 Methodology

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

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

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

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

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

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

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

| Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004 | | Construction skills development goal (CSDG) (%) |
|---|--|---|
| Designation | Description | |
| CE | Civil Engineering | 0.25 |
| CE and GB | Civil engineering and General Building | 0.375 |

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

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 2: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least **N/A** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.

- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **N/A** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

C3.6.5.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates.
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidate within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates.
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that

no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

C3.6.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is **“Not applicable”** to this project.

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

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

C3.6.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works is **“not applicable”** to this project.

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

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

Employer’s objectives:

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

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

Labour-intensive competencies of supervisory and management staff:

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

C3.6.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

- trenches having a depth of less than 1.5 metres

- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

- whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) cohesive materials:

- whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

| Table 3: Consistency of materials when profiled | | | |
|--|--|---------------------------|---|
| GRANULAR MATERIALS | | COHESIVE MATERIALS | |
| CONSISTENCY | DESCRIPTION | CONSISTENCY | DESCRIPTION |
| Very loose | Crumbles very easily when scraped with a geological pick. | Very soft | Geological pick head can easily be pushed in as far as the shaft of the handle. |
| Loose | Small resistance to penetration by sharp end of a geological pick. | Soft | Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure. |
| Medium dense | Considerable resistance to penetration by sharp end of a geological pick. | Firm | Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade. |
| Dense | Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation. | Stiff | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers. |

| | | | |
|------------|---|------------|---|
| Very dense | High resistance to repeated blows of a geological pick. | Very stiff | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point. |
|------------|---|------------|---|

Trench excavation

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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.7 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) is 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.

Examples of calculating CPGs and related penalties

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

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

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

1.1 Targeted Local Building Material Manufacturers CPG

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

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
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”.

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 x 1 GB subcontractors
 Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6
 Total number trained = 4 (2 Shortfall)
 Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
 Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

| B of Q Item | Description | Unit | Rate | Quantity | Amount (R) |
|-------------|--|-------------|---------|----------|------------|
| 5 | Enterprise Development | | | | |
| 5.1 | Enterprise Development of Targeted Enterprise or JV partners | | | | |
| 5.1.1 | Appointment of training co-ordinator | Per Quarter | 45 000 | 8 | 360 000 |
| 5.1.2 | Appointment of Mentor /Training Service provider | Per Quarter | 135 000 | 8 | 1 080 000 |

| 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 |

“Contract amount” Tender amount excl. allowances and VAT, 130 000 000
 CPG Monetary value (5%) to be subcontracted to beneficiaries for training 6 500 000
 No of enterprises based on the CPG value 6 Grade 1 / 2 GB/CE,ETC.
 Contract period (months) 24
Note: Rates to be determined by PQS and adjusted to accepted quotation amounts

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

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

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

CPG Calculation

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

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

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

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

Contractor CPG:

CPG calculation

“Contract amount” x factor from Table 3 above.

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

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”.

Achieved = R550 000 = R100 000 Shortfall
Penalty = R100 000 x 30% = R30 000 Excl. VAT

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries.

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

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

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

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

1.6 National Youth Service Programme (NYS) CPG

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

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.
Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25
Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)
Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.7 Labour Intensive Works CPG

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

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil
Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.2)
CPG Achieved = 9 Mil (R1 Mil shortfall)
Penalty = R1 Mil x 30% = R300 000 Excl. VAT



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REPUBLIC OF SOUTH AFRICA

C3.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION



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Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REGIONAL OFFICE: GQEBERHA

**PROJECT: QUEENSTOWN POLICE COMPLEX
INSTALLATION OF 5 X 10 000 LITRE WATER TANKS AND
PUMPS (WCS: 055557)**

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
 - 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 absolver of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

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

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

1.3 Implementation of the Pre-Construction Health and Safety Specification

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

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

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

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

2.2 Contractual Issues

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) 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 Safety, Health and Environmental Standards and Procedures

- 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 Interpretations

2.4.1 APPLICATION

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

2.4.2 DEFINITIONS

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

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any

Department of Labour Office.

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

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
- 4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

2.5.3 Competency of Contractor's Appointed Competent Persons

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

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

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

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

2.5.5 Occupational Health and Safety Policy

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

2.5.6 Health and Safety Organogram

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

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

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
 - a) A list of hazards identified as well as potentially hazardous tasks;
 - b) A documented risk assessment based on the list of hazards and tasks;
 - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
 - d) A monitoring and review procedure of the risks assessment as the risks change.

- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.8 Health and Safety Representative(s)

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

2.5.9 Health and Safety Committees

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

- 1) Minutes must be kept on record and 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.**

- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 Awareness

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

2.5.10.3 Competency

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

2.5.11 General Record Keeping

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

2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the

work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

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

2.5.13 Emergency Procedures/Plans

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

2.5.14 First Aid Boxes and First Aid Equipment

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

2.5.15 Accident / Incident Reporting and Investigation

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

Department of Labour.

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

2.5.16 Hazards and Potential Situations

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

2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) ~~The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.~~
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
 - Lost or stolen;
 - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.

- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

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

2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
 - Use of Explosives and Blasting;
 - Work for which a fall prevention plan is required;

- Use of cradles, and
 - Electrical work
 - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

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

2.6.2 Excavations, Shoring, Dewatering or Drainage

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

2.6.3 Edge Protection .

- 1) All open edges posing the risk of resulting in injuries or damage

to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

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

2.6.5 Stacking of Materials

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

2.6.6 Speed Restrictions and Protections

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

2.6.7 Hazardous Chemical Substances (HCS)

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

2.6.8 Asbestos

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

2.7 Plant and Machinery

2.7.1 Construction Plant

- 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 fire fighting 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 fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

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

2.7.5 Scaffolding / Working at Heights

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

2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.

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

2.7.7 Lifting Machines and Tackle

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

2.7.8 Ladders and Ladder Work

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

2.7.9 General Machinery

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

2.7.10 Portable Electrical Tools and Explosive Powered Tools

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

2.7.11 High Voltage Electrical Equipment

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

2.7.12 Public and Site Visitor Health and Safety

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

2.7.13 Night Work

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

2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
 - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.

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

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put

in place to prevent exposure to these hazards.

- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

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

2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.

- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

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

2.9 Electrical fencing.

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

- 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.

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

2.9 Electrical fencing.

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

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 | OHS Act 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-site H&S, overall responsibility - Contractor's Responsible Person |
| Construction Manager | CR 8(1) | A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties. |
| Construction Work Supervisor | CR 8(7) | A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties. |
| Subordinate Construction Work Supervisors | CR 8(8) | A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor. |
| Health and Safety Officer | CR 8(5) | A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project. |
| Health & Safety | Section 17 | A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace. |
| Health & Safety Committee Member(s) | Section 19 | A competent person(s) representing the employer to assist with the on site Health & Safety matters. |
| Incident /Accident Investigator | GAR 8 | A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Members of the H&S Committee |
| Risk Assessment Co-ordinator | CR 9 | A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors. |
| Fall Protection Plan Co-ordinator | CR 10 | A competent person(s) to prepare & amend the fall protection plan. |
| First Aiders | GSR 3 | A qualified person(s) to address all on site first aid cases. |
| Lifting Machine & Equipment inspector | DMR 18 | A competent person(s) to inspect lifting machines, equipment & tackle. |
| Scaffolding Erector | CR 16.1 | A competent person(s) to erect scaffolding |
| Scaffolding Inspector | CR 16.2 | A competent person(s) to inspect scaffolding before use and every time after bad weather etc |
| Temporary Works | CR 12 | A competent person(s) to inspect formwork & support work |

| | | |
|--|-------------|--|
| Excavation Inspector | CR 13 | A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times |
| Ladder Inspector | GSR 13A | A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record |
| Stacking Supervisor | CR 28 | A competent person(s) to supervise all stacking and storage operations |
| Demolition Supervisor | CR 14(1) | A competent person(s) to supervise all demolition work |
| Explosive Powered Tools Inspector/Supervisor | CR 21 | A competent person(s) to inspect & clean the tool daily and controlling all operations thereof. |
| Temporary Electrical Installations Supervisor | CR 24 | A competent person(s) to control all temporary electrical installations. |
| Construction vehicles and Mobile Plant Supervisor. | CR 23(1)(k) | A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register. |
| Fire-Fighting Equipment Inspector | CR 29 | A competent person(s) to inspect fire-fighting equipment with required training certificate. |

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever 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: <ul style="list-style-type: none"> • Incidents/accidents and investigations • Non conformances by employees & External H&S audit reports | |
| Emergency procedures | Ongoing evaluation of procedure | Table procedure in writing as well as tel. Numbers | |
| Risk assessment | Continuous | Documented risk assessment | |
| Safe work procedures | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) updated and signed off. | |
| General Inspections | Weekly & daily | Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools | |
| General Inspections | Monthly | <ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings | |

| What | When | Output | Accepted by Client & date |
|--|---------------------------|--|--------------------------------------|
| List of contractors | List to be updated weekly | Table list, number of workers and Company tel. Numbers | |
| Workman's Compensation | Ongoing | Table a list of Contractors' Workman's Compensation proof of good standing | |
| Construction site rules & Section 37.2 Mandatory Agreement | Ongoing | Table a report of all signed up Mandatory's | |

ANNEXURE D

Project/site Specific Requirements

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

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. Welding, flame cutting etc.

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction

work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

NB:-

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



**public works
& infrastructure**

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C3.3 HIV/AIDS SPECIFICATION

PW 1544



DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

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

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

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

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

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

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

2.2 Abbreviations

- HIV : Human Immunodeficiency Virus.
- AIDS : Acquired Immune Deficiency Syndrome.
- STI : Sexually Transmitted Infection.

3 BASIC METHOD REQUIREMENT

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

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

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

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

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

3.2 The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.2.1 The nature of the disease;
- 3.2.2 How it is transmitted;
- 3.2.3 Safe sexual behaviour;
- 3.2.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.2.5 Attitudes towards other people with HIV/AIDS;
- 3.2.6 Rights of the Worker in the workplace;
- 3.2.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.2.8 How the Service Provider will support the Awareness Champion;
- 3.2.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.2.10 How the workshops will be presented, including frequency and duration;
- 3.2.11 How the workshops will fit in with the construction programme;
- 3.2.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.2.13 How the video will be used;
- 3.2.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.2.15 A questions and answers slot (interactive session).

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

4 HIV/AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops.

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

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

4.2 Recommended practice

4.2.1 Workshop Schedule

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

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

4.2.2 Service Providers

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

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

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

4.2.3.1 UNIT 1: The nature of HIV/AIDS

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

Assessment Criteria:

1. Define and describe HIV and AIDS;
2. List and describe the progression of HIV/AIDS.

4.2.3.2 UNIT 2: Transmission of the HI virus

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

Assessment Criteria:

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

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

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

Assessment Criteria:

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

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

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

Assessment Criteria:

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

4.2.3.5 UNIT 5: Living with HIV/AIDS

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

4.3 Displaying of plastic laminated posters and distribution of information booklets

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

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

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

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

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

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

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

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

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

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

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

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

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

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

7.2 The Awareness Champion shall be responsible for:

- 7.2.1 Liaising with the Service Provider on organising awareness workshops;
- 7.2.2 Filling condom dispensers and monitoring condom distribution;
- 7.2.3 Handing out information booklets;
- 7.2.4 Placing and maintaining posters.

8 MONITORING

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

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

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

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

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

SCHEDULE A

HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence: _____

Name of Departmental Project Manager: _____

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

| DATE | PI | | | | PI | | | | PI | | | | PI | | | | | | | |
|--|----|---|---|---|----|---|---|---|----|---|---|---|----|---|---|---|---|---|---|---|
| | 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 condition | | | | | | | | | | | | | | | | | | | | |

Please indicate the applicable number for the reporting period

| | | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| Workers on payroll (at PI) | | | | | | | | |
| Sub-Contractors who will be on site for longer than 30 days (at PI) | | | | | | | | |
| Workshop attendees | | | | | | | | |
| Number of workshops held | | | | | | | | |
| Scheduled workshops according to approved workshop plan | | | | | | | | |
| Booklets distributed | | | | | | | | |
| Male condoms distributed | | | | | | | | |
| Female condoms distributed | | | | | | | | |

Representative/Agent _____

Date _____

Contractor _____

Date _____

Date of progress inspection: (ccyy/mm/dd)

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions:

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (ccyy/mm/dd) _____ to (ccyy/mm/dd) _____

Number of workshops conducted in reporting period: _____

Number of scheduled workshops according to approved workshop plan: _____

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

Service Provider

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to each workshop conducted

| DATE | W/S | | | W/S | | | W/S | | | W/S | | | W/S | | | | | |
|---|-----|---|---|-----|---|---|-----|---|---|-----|---|---|-----|---|---|---|---|---|
| | D | D | M | D | D | M | D | D | M | D | D | M | D | D | M | D | D | M |
| Content of workshop: (Mark the content included) | | | | | | | | | | | | | | | | | | |
| SLO1 | | | | | | | | | | | | | | | | | | |
| 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 attendance by ticking the appropriate date

| DATE | W/S | | | W/S | | | W/S | | | W/S | | | W/S | | | W/S | | |
|-------|-----|---|---|-----|---|---|-----|---|---|-----|---|---|-----|---|---|-----|---|---|
| | D | D | M | D | D | M | D | D | M | D | D | M | D | D | M | D | D | M |
| No | | | | | | | | | | | | | | | | | | |
| NAMES | | | | | | | | | | | | | | | | | | |
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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: _____

GENERAL

Briefly describe programme activities and satisfaction with outcome: _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site:

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers:

| | | |
|-----|----|--------------------------|
| Yes | No | Currently developing one |
|-----|----|--------------------------|

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Number of HIV/AIDS-related deaths: _____

Contractor

Date

Departmental Project Manager

Date

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

| | | | | | |
|-----------------------|--|----------------|--------|----------------------|--------------------|
| Project title: | QUEENSTOWN POLICE COMPLEX INSTALLATION OF 5 X 10 000 LITRE WATER TANKS AND PUMPS | | | | |
| Tender no: | PE02/2024 | WCS no: | 055557 | Reference no: | 14/1/3/1/6429/5129 |

C4 Site Information

The site is located in Queenstown. It is a former military base with approximately 100 buildings housing various policing divisions.
Entrance through **Aerodrome Road**.

Co-ordinates: -31.914086, 26.877794

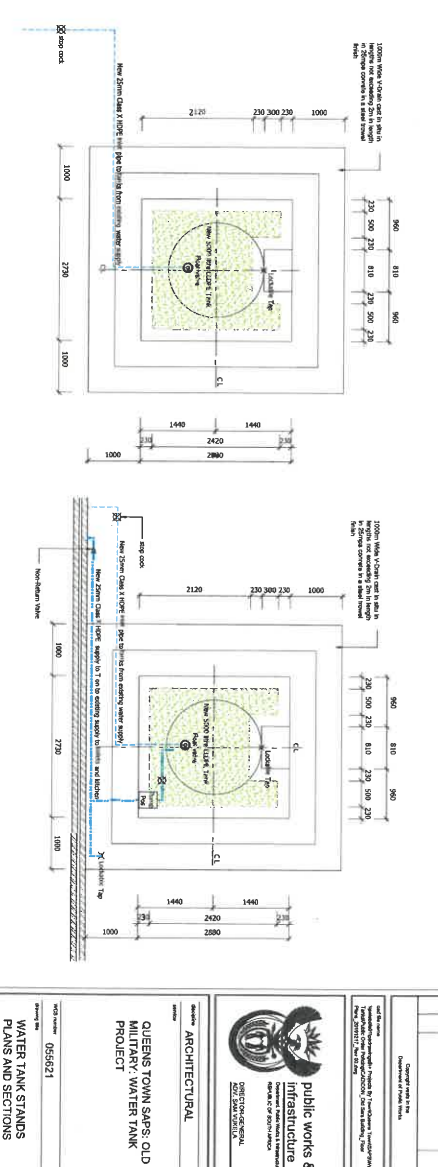
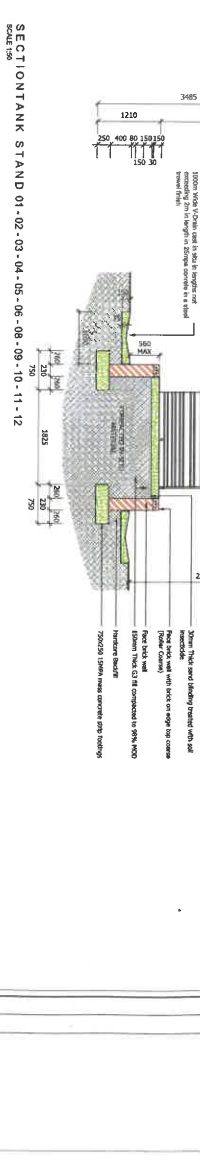
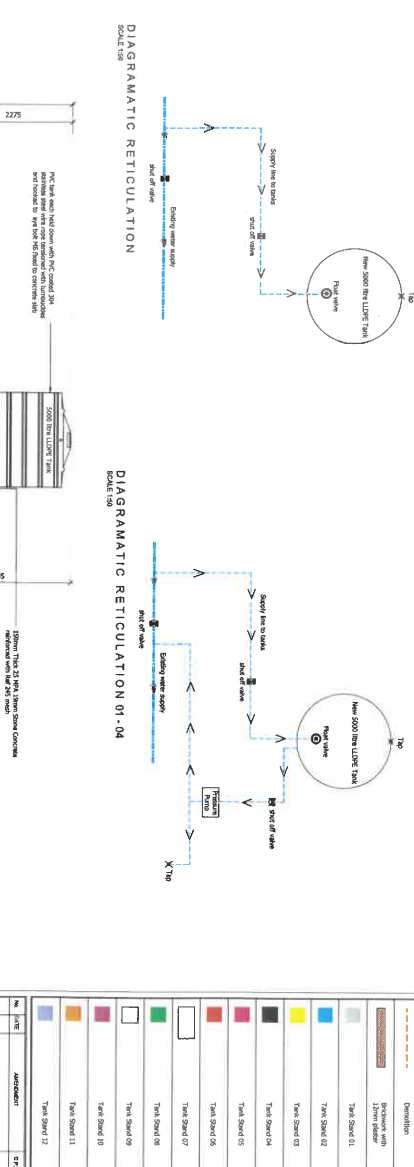
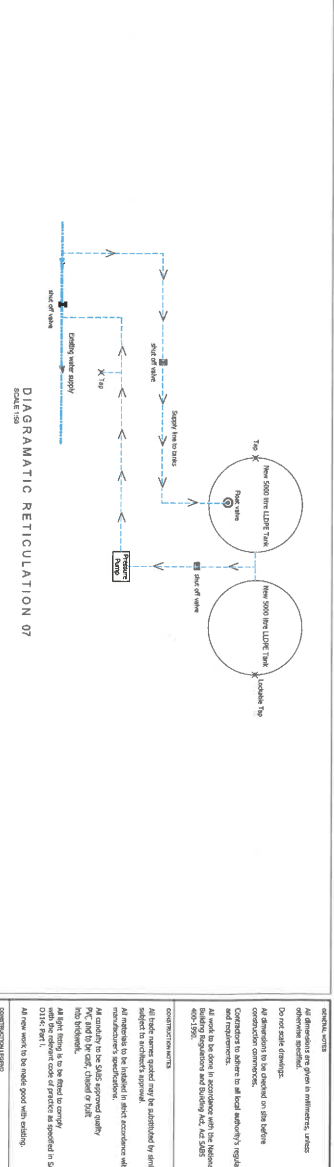
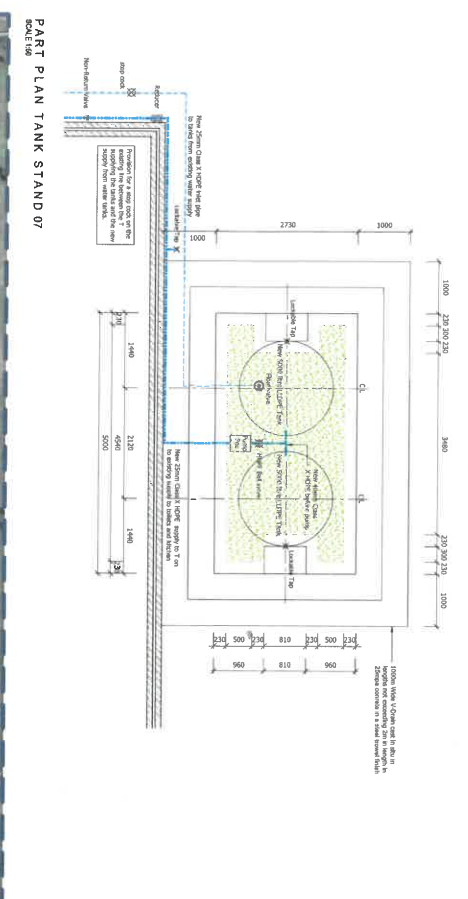
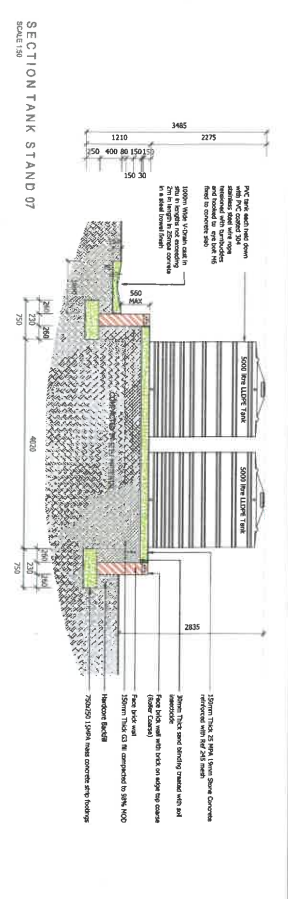




public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

ARCHITECTURAL DRAWINGS



TANK STAND LOCATION PLAN
SCALE 1:50

PART PLAN TANK STAND 02-03-05-06-08-09-10-11-12
SCALE 1:50

PART PLAN TANK STAND 01-04
SCALE 1:50

ARCHITECTURAL
public works & infrastructure
200 East University
200 East University
AUSTIN, TX 78701

CLIENT
OLIGENS TOWN SANS: OLD MILITARY WATER TANK PROJECT

PROJECT NO. 056821
DATE 06/11/2013

WATER TANK STANDS PLANS AND SECTIONS
DATE: 06/11/2013
SCALE: 1/100

ARCHITECT
TEND / 100 01