

Tender / Quotation no: PLK24/51

3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>insert other requirements</i> • <i>insert other requirements</i> • <i>insert other requirements</i>
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be Exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Insert an exposition of limitation or refer to separate attachement in specifications

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

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5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p>
5.16.3	<p>The latent defect period for all works is: 5 years</p>
6.2.1	<p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p>
6.2.3	<p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p>
6.3.1	<p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.</p>
6.8.2	<p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is Limpopo. (Select urban area from Statistical News Release, P0141, Table A)</p> <p>The applicable industry for the Construction Material Price Index for materials / plant is Limpopo. (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</p> <p>The area for the Producer Price Index for fuel is Limpopo. (Select the area from Statistical News Release, P0142.1, Table 1.)</p> <p>The base month is ----- 2024. (The month prior to the closing of the tender.)</p>

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	<p>Replace Clause 6.9.1 with the following:</p> <p>"Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.</p>
6.10.1	<p>Add at end of Clause 6.10.1</p> <p>The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:</p> <ul style="list-style-type: none"> (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u>, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</p>

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

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

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

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

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

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

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

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



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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

N/A

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

A

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

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

Contractor's selection

Select Option A or B

A

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

Provision of particulars

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

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



Tender / Quotation no: PLK24/51

Adjustment methods

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

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

Failure to provide particulars within the period stated

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



C1.3 Form of guarantee

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE (GCC (2010) 2nd EDITION: 2010)

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag *insert no*
insert town
insert postal code

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

1. With reference to the contract between _____
_____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: *insert Contract / Tender No*, for the *Polokwane and Various Areas: Follow on Contract on Repairs and Maintenance of Lifts (36 months)* (hereinafter referred to as the "**contract**") for the sum of R _____, (*insert amount in words* _____),
(hereinafter referred to as the "**contract sum**").
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (*insert amount in words* _____) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or

Tender no: (Insert Tender Number)

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
 7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
 8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **20** _____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**



C. This GUARANTEE must be returned to: _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC (2010) 2nd EDITION: 2010

Director-General
Department of Public Works and Infrastructure
Government of the Republic of South Africa

FOR ATTENTION

Insert name
Private Bag **insert no**
insert town
insert postal code

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 2ND EDITION 2010

1. With reference to the contract between _____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: **insert Contract / Tender No**, for the **Polokwane and Various Areas: Follow on Contract on Repairs and Maintenance of Lifts** (hereinafter referred to as the "**contract**"), for the sum of R _____ (**insert amount in words**), (hereinafter referred to as the "**contract sum**").

I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the **contractor's** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender No: *Insert Contract / Tender No*

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorised thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____



PART C2: Pricing data



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C2.1: Pricing instructions

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

Project title:	<i>Polokwane and Various Areas: Follow on Contract on Repairs and Maintenance of Lifts (36 months)</i>		
Tender / Quotation no:	PLK24/51	Reference no:	

C2.1 Pricing Assumptions

C2.1.1 GENERAL

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

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

C2.1.4 PROVISIONAL SUMS

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

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

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

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

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

For Internal & External Use

Effective date 3 July 2023

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Version: 2023/02

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

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

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

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

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

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

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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

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

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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

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

Minimum Percentage Participation Goal Applicable Yes ☐ No ☒

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

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

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

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

Minimum Percentage Participation Goal Applicable Yes ☒ No ☐

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

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

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

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".

will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

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

Payment

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

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

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

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

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

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

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

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

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

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

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

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this

cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: Notional Cost of Training; Headcount

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

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

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

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

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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

National Youth Service Training and Development Programme Applicable Yes ☐ No ☒

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

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

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works Applicable Yes ☐ No ☒

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

C2.2 Submission of Accrual Reports

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

C2.3. Submission of Monthly Local Material Utilisation Report (Local Content)

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



PART C3: Scope of work



C3: Scope of work

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

Project title:	<i>Polokwane and Various Areas: Follow on Contract on Repairs and Maintenance of Lifts (36 months)</i>		
Tender no:	PLK24/51	Reference no:	

C3. Scope of Works

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None

C3.3 PARTICULAR SPECIFICATIONS

- Maintenance of Lifts
- Major Service
- Repairs

C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African National Standard**

- **SANS 53015:2010 Maintenance for Lifts and Escalators – Rules for Maintenance Instructions**
- **SANS 50081-5:2007**
- **Occupational Health and Safety Act, 1983: Government Notices No. R828**
- **Code of Practice for Existing Goods Hoists: Government Notices No. R89**

3.5 PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

MAINTENANCE OF LIFTS

Maintenance refers to a routine and/or remedial intervention required, ensuring that the asset is retained in a serviceable condition, and also to ensure that it retains its value and usefulness.

There are different kinds of maintenance services that are to be undertaken, namely: -

- Preventative Service Maintenance – for which the service provider has to perform certain actions to prevent failure on the operation of the installation in due course.
- Statutory Maintenance – May contain the elements of the statutory maintenance, which is defined in the Act as actions performed to meet legal requirements as contained in the Occupational Health and Safety Act No 85 of 1993 and other relevant regulations.
- Breakdown Maintenance – these are reactive maintenance actions performed to restore installation to operational condition.

Scope of Preventive Maintenance

The scope of the preventive maintenance program shall be comprehensive and shall include, at a minimum:

- Inspections
- Adjustments
- Lubrication
- Repairs and replacements (including light bulbs/lamps)
- Housekeeping/cleaning
- Recordkeeping

The program shall maintain the elevator to run at rated speed, rated capacity, desired door open/close timing, correct door speeds, designated floor stops, required floor levelling parameters, etc.

Maintenance Personnel

In accordance with the SANS53015, maintenance, repairs, or replacements are to be performed only by persons trained to perform these operations on the equipment. **Site Staff and Qualifications**

- The Contractor will be required to supply the services of suitably and properly qualified technical staff to undertake the servicing, maintenance, repairs, operation and supervision of the Electrical and Mechanical installations and equipment as per requirement of the OHS Act. The names of such staff and qualifications shall be attached to this tender.
- Only competent person who have passed a recognized Lift Trade will be allowed to work on the equipment. Where apprentices or 'semi-skilled' workers are used to do the work, they must work under the supervision of a competent lift technician.
- All staff who are on site are to be those individuals whose names appear in the 'staff declaration document' contained in this tender document. Should it be found that the Contractor is using only semi/unskilled labor, the Client reserves the right to cancel the contract with 24hours notice.



Recordkeeping

A complete log must be kept that contains records of all maintenance, adjustments, repairs, replacement, etc., performed on the elevator. The log must include the dates, names of participating personnel, and description of tasks performed, including tests and inspections, reports, trouble calls, corrective action, recommendations, or any other incidents related to the elevator.

Manufacturer's data and drawings for the elevator equipment shall be accessible and maintained to reflect the current state of the equipment. Important data such as manufacturer names, part numbers, serial numbers, sizes, and types shall be readily accessible. Any pertinent service bulletins shall also be kept.

Checklists for the scheduled preventive maintenance tasks shall be developed and kept to ensure that these tasks are performed.

Safety

The following practices shall be observed, as a minimum, during maintenance, inspection, or testing procedures:

- All safety devices must be in operational condition.
- Lockout/tagout procedures must be followed if maintenance procedures require that the equipment not be operated.
- Ensure that personnel performing maintenance, inspection, and testing tasks wear clothing that is not loose fitting and that they are provided with proper protective equipment, such as safety shoes, hard hats, eye protection, and hand protection.
- Provide barriers and signage, where applicable, especially at hoistway doors.
- Upon completion of work, remove any jumper wires that were used.
- It is possible that the elevator pit may be designated a "Permit Required Confined Space." The additional required safe procedures must be attended to in these cases.
- Provide proper lighting.
- Determine that adequate refuge space exists above and below the car.
- Ensure the working area is clean and dry.

Areas of Inspection

Specific items and equipment to be inspected under each of the following areas are listed as follows:

The areas of inspection include:

1. Inside car – door reopening device, stop switches, operating and control devices, car floor/landing sill, lighting, car emergency signal, car door, door closing force, power opening/closing of doors, vision panels, car enclosure, emergency exit, ventilation, signage, rated load, platform area, data plate, emergency power, restricted door opening, car ride, door monitoring, stopping accuracy
2. Machine room – access, head room lighting, receptacles, machine enclosure space, housekeeping, ventilation, fire suppression, pipes, wiring, ducts, guarding of equipment, numbering/labeling, disconnecting means, controller wiring/fuses/ grounding, static control, overhead beam, machines and machine brakes, motor- generators, regenerated power, alternating current (AC) drives, sheaves, rope fastenings, terminal stopping devices, slack rope devices, governor, safeties, data plate
3. Top of car – stop switch, light, outlet, operating device, refuge space, counterweight clearance, sheaves, normal/final terminal stopping devices, broken rope/chain/tape switch, leveling devices, data plate, emergency exit, counterweight, counterweight buffer, counterweight safeties, floor numbering, hoist-way construction, smoke control, pipes/wiring/ducts, windows/projections/recesses/ setbacks, clearances, multiple hoist-ways, traveling cables/junction boxes, door equipment, car frame, guide rails, guide rail alignment, guide rail fastenings, governor/traction/ compensation ropes, rope fastening devices
4. Outside the hoist-way - platform guard, hoist-way doors, vision panels, hoist-way door locking devices, access, power closing of hoist-way doors, sequence operation, enclosure,

- parking devices, emergency access, separate counterweight hoist-way, standby power selection switch, emergency doors in blind hoist-ways
5. Pit - access, lighting, stop switch, condition, clearance, runby, buffers, normal/final terminal stopping devices, traveling cables, governor rope, governor rope tension, compensating chains/ropes/sheaves, car frame/platform, car safeties, car guides
 6. Firefighters' emergency operation.

Testing

The Code requires periodic testing of elevators witnessed by an Accredited Inspection Authority(as defined by Act 85 of 1993).

Test certifications may be issued by various public jurisdictions, such as State, county, or city elevator commissions or boards, or by private entities.

Electric Elevator Tests

The Code provides general descriptions of the Category tests for electric elevators. More detailed descriptions are provided in SANS 53015.

Minimum Preventive Maintenance Requirements For Electric Traction Elevators

The following items (as applicable) shall be included requirements of a maintenance contract:

(Note: When items are inspected and found to be defective, broken, out of adjustment, etc., they must be repaired, replaced, or adjusted to meet the requirements of OHS ACT 85 of 1993.)

Performed On A **Monthly** Basis:

- Ride in the car to observe operation of doors, leveling, smoothness, and door reopening devices at each landing.
- Listen for unusual noises in the car and in the hoist-way.
- Test all locks and gate switch
- Check the car emergency light.
- Check the car ventilation system and heater.
- Check the operation of the limit and safety switches in hoist-way and car.
- Check all of the timers in the system and reset if necessary.
- Check all car operating controls, lamps, and gongs. Replace burned-out lamps.

Performed On A **Two-Month** Basis:

- Check and adjust car door operation.
- Lubricate hangers, rollers, gibs, linkages, and pivot points.
- Check and adjust door clearances, eccentrics, arm bearings, speed control switches, cables, clutches, chains, and belts.
- Tighten door drive system points.
- Check selector.
- Clean, adjust, and lubricate components as required.
- Check the car telephone and alarm operations. Repair the alarm system if required. Check the oil level in the car and in the counterweight oil buffers. Add oil as required.
- Check the motor brushes and commutators. Check the brushes for tension, seating, and wear (replace or adjust as required). Check commutators for finish, grooving, eccentricity, and mica level - clean, turn, or refinish as required.



Performed On A Quarterly Basis:

- Check for proper car leveling operation. Adjust if required.
- Initiate the Phase I firefighter recall service and check for proper operation to a minimum of two floors under Phase II service.
- Check and clean the door switch contacts.
- Check the door speed control switches.
- Inspect the condition of resistors and mounting assemblies.
- Check car top and hoist-way for loose covers, vanes, or components. Inspect the traveling cables for damage.
- Inspect the brake linings.
- Check the car position sensor drive wheel.
Check decelerations, advances, and accelerations to ensure all cars are matched.
- Inspect all parts of the safeties and adjust clearance between the safety jaws and guide rails. Clean all parts and lubricate the pivot points.
- Clean the screens.
- Clean the guide rails with solvent to remove dirt, debris, or excess lubricant.
- Drain, flush, and refill the gearing lubricant.
- Clean:
 - Drip pans (check oil levels of associated equipment) Door reopening device photo eye components
 - Door tracks and sills
 - Lamps and sensors in the car top controller
 - Car top
 - Machine room
 - Pit
 - Brushes and commutator Controller
 - Selector
 - Relay connectors Contacts
- Test and adjust dispatching, scheduling, and emergency service of the group supervisory control system (if equipped).
- Clean the hoist-way.
Vacuum the dust from controllers and relays

Performed On a Six-Month Basis:

- Check for hoist rope wear, as well as rope length, lubrication, and tension. Replace, lubricate, or adjust the rope as required.
- Inspect all ropes for wear and lubrication (do not lubricate the governor rope) - replace or lubricate the ropes if required.
- Clean the governor and hoist ropes.
- Inspect the rope hitches, fastenings, and shackles - equalize ropes if warranted
- Check the clearances for governor tension sheave, counterweight-to-buffer (with car at top landing), and compensation sheave to pit.
- Inspect guide rails, cams, fastenings, and counterweights in hoist-ways.
- Lubricate the limit switch roller pins.
- Inspect the sheaves to verify that they are tight on the shafts, and sound their spokes and hubs with a hammer to inspect for cracks. Repair as necessary.
- Check the compensation rope tension.
Lubricate the sheave bearings and check for leaky seals.
- Lubricate the guide shoe stems.

Performed On an Annual Basis:

- Brakes:
 - Remove, clean, and lubricate the brake drum & cores.
- Motors:
 - Inspect the brake linings for wear - clean or replace if necessary. Adjust the brakes to wear evenly if necessary.
 - Inspect the armatures of hoist motor and motor-generator (if equipped).



- Check the electrical connections.
- Drain, flush, and refill the oil reservoirs.
- Check the brushes for neutral settings and for proper quartering and spacing on the commutators. Reset if necessary.
- Lubricate the bearings.
- Vacuum the carbon and dust.
- Test the safeties
- Test the governor for operation.
- Check governor sheave fastenings

Major Service

It is a major overhaul conducted on an annual basis, by a competent person undertaking a thorough examination for the lift to meet the required safety standard required by SANS 50081. This involves examination of the equipment at its entirety to also replace urgent worn or damaged components. This is a robust maintenance that is conducted once annually to optimize the performance and availability of the lift. It is also recommended if the equipment has not been serviced consistently for 12 months and/or when the equipment has not been operational for more than 6 months.

The work involved but not limited to:

- *Shaft Work*
 - Complete clean – down of the entire equipment.
 - Thoroughly test and repair all the landing, car door mechanical, electrical locks and car door protection devices.
 - Set and adjust car and landing door locks. Replace worn or damaged rollers as necessary.
 - Set up-thrust rollers on all landing doors. Replace damaged as necessary.
 - Replace / align car and cwt guide shoes and rollers.
 - Inspect elevator floor levels, shaft and pit equipment and rectify as necessary.
 - Replace worn out landing and car door track inserts
- *Motor Room*
 - Strip, clean, lubricate and set governor and brakes.
 - Adjust controllers and selectors (if applicable).
 - Replace short and missing generator and motor brushes
 - Clean machine room equipment.
 - Remove old oil, waste, spares etc from site
 - Flush and renew gearbox oil and seal oil leaks
 - Remove all wires from fuse holders and replace with rated fuses.
- *General Works*
 - Fault-finding on shutdown units.
 - Secure all loose lift components
 - Make all car and hall buttons operational.
 - All indicators must be repaired or replaced where required
 - Check fan, emergency alarm, light units and car door open buttons for operation and repair/replace
 - Lubricate pins and moving equipment (where necessary).
 - Check, test and make operational all safety aspects of the lift.



Response Times

This is the time lapsed from the time the call-out is logged by the system operator or person making the call until response on site. The service should be available on a 24/7 basis. Response times to any call-out on site are kept at an absolute minimum. Response varies in geographical area of the equipment. For areas around Polokwane, a maximum of 60 mins is allowed during normal working hours and 120 mins after hours, holidays and weekends. Call –out with trapped passengers are regarded as an emergency and should get the necessary attention. Response to trapped passengers is 30 mins during normal working hours, 60 mins after working hours, weekends and holidays.

- The response times stated in shall be strictly adhered to and notification of the fault can be by telephone, e mail or in person.
- Non-adherence to the above reaction times will be seen in a very serious light and will also be handled as non-compliance with the Tender conditions. This can result in claims for any losses or damages against the successful Tenderer and will also be held responsible for any legal action which may be taken against the Client.
- The Contractor will be issued with a reference no. for each call, the call will be logged and it is the responsibility of the successful tenderer to report back to the client or his appointed representative and close off the call giving the following information:
 - Time of arrival
 - Nature of the trouble found on site
 - Time repair was completed

Sub-contracting

- No sub-contracting will be allowed on maintenance work and all maintenance work is to be performed by the appointed contractors direct employees, the only works which can be sub-contracted and which will be subject to the approval by the Client's appointed representative are; major repairs, modifications/modernization of equipment, repairs to intercoms, repairs to pc-boards etc.

Keeping of Records

The successful tenderer shall maintain a logbook of all equipment and plant involved in this tender for records and entries concerning the installations, breakdown, problems, repairs etc.

A monthly report for each installation consisting of the Proforma Inspection shall be properly completed by the successful tenderer and shall accompany his/her invoices.

All records required by law and by the Client the equipment provided for, the materials supplied and used by the successful tenderer in the execution of this tender and/or his/her staff employed for the purpose of this tender shall be kept. These records will remain the property of the Client after the contract has expired. The following shall serve as examples of the records to be kept, which may be added to:

- Callout register
- Plant room and equipment logs,
- Inspection reports,
- Service record of all Equipment,
- Equipment log books

Inspections

The Client reserves the right to authorize independent inspections of individual or entire installations, using suitable qualified persons at any time. The independent inspections shall in no way limit the Contractor's liabilities or obligations in terms of this agreement. The Contractor or his representative



shall be present at every inspection of the installation and the Contractor, in terms of this agreement, shall provide the necessary facilities at no additional cost.

Shutting Down of Equipment

No mechanical/electrical equipment or plant involved in this tender may be shut down, switched off or isolated in any way without prior written permission from the Client or his Representative.

Exclusions from the Contractor's Responsibilities

The following items shall be excluded from the contract amount and should they require repair/replacement, the Client shall bear any associated costs:

- All decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, carpets or floor coverings.
- Sump pump in the lift pit
- Cylinder and buried pipes on hydraulic lifts except for accessible seals and wearing parts.

PS-1 SITE INFORMATION:

NAME	LOCATION	NO. OF UNITS
Modimolle Magistrate Court	Modimolle	1
Polokwane SAPS	Polokwane City	2
Polokwane SARS	Polokwane City	3
Makhado Magistrate Court	Makhado	1
Thohoyandou Magistrate Court	Thohoyandou	1
Hoedspruit Airforce Base	Hoedspruit	8

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

Amendments from SANS10360 To SANS 13015 to be discussed with appointed Contractor
See attached Government Notice No. R94 applicable to Existing Goods Hoists for Hoedspruit

C3.5.3 PARTICULAR SPECIFICATIONS:

As per 3.5.1

C3.6 STANDARD MINIMUM REQUIREMENTS

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

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

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

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

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

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **not applicable**, and provided that:

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

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** 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.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. ~~Shall be included in the specifications.~~ Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Business Forums, Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project, and should be realistic. **(Delete this instruction)**

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

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

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

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

A targeted supplier is a targeted enterprise that

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

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

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

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

Failure to achieve the minimum **not applicable** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **not applicable** penalty of the prorate 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.



Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017 *The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project, and should be realistic. (Delete this instruction)*

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

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

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the **not applicable** 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 **not applicable** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **not applicable**, 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.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project and should be realistic. *(Delete this instruction)*

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

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

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

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to not applicable Enterprises.

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

Note to PM: Specify preferred Enterprises based on discussions with the local contractor forums, Community leaders and councillors. A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017 *(Delete this instruction)*

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

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
- Administrative and cost control systems
 - construction management systems and plans
 - planning, tendering and programming



- business; technical; procurement skills
 - legal compliance
 - credit rating/history; financial loan capacity/history
 - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
- perform needs analysis on the targeted enterprise to identify developmental goals
 - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
 - provide internal mentorship support to improve the targeted enterprise/s performance
 - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
 - submit a project completion report to the Employer's representative for each targeted enterprise.

C3.7.4.2 Management

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

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

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

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

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.7.4.5 The Key Personal

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

C3.7.4.6 Management Meetings

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

C3.7.4.7 Forms for contract administration

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

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

C3.7.4.8 Records

The contractor shall:

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

C3.7.4.9 Payment Certificates

The contractor shall:

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

C3.7.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

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

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

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

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

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

C3.7.5.1 Methodology

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

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development



GEC 3rd Edition (2015)

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

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

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (not applicable) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **not applicable** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (not applicable) in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **not applicable** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates. (not applicable)

C3.7.5.2 Management

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



- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates. (not applicable)
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (not applicable) 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 (not applicable) 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 (not applicable) 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 (not applicable) 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 (not applicable).
- (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 (not applicable).
- (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 (not applicable) 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 (not applicable) 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.

Note to PM: Note to PM: A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017

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

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



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

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

C3.7.7 LABOUR-INTENSIVE WORKS

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

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

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

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

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

C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

*Should labour-intensive works be applicable to the contract the following Generic Labour-intensive Specification (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) which covers activities which are to be performed by hand, should be inserted in the Scope of Works without amendment or modification as set out below. (**not applicable to the contract**)*

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 2 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 2 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

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

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

Trench excavation

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".



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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.8 Submission of Accrual Reports

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

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

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

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

Examples of calculating CPGs and related penalties

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

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

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

1.1 Targeted Local Building Material Manufacturers CPG

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

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

CPG target value = R6,5 Mil excluding VAT

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

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

1.2 Targeted Local Building Material Suppliers CPG

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

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

CPG target value = R6,5 Mil excluding VAT

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

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

1.3 Targeted Local Labour Skills Development CPG

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

CPG calculation example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT
 "Contract amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
 Number of working days required to complete the Works based on the construction period = 600 days
 CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.1)
 Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.1)
 CPG = 600 working days x 30% = 180 working days training to be provided
 CPG Achieved = 160 days (20 days shortfall where no training was provided)
 Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

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

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

Part 1: Calculation of 5% CPG example:

"Tender Amount" = R150 Mil all inclusive of allowances and VAT
 "Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
 CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.1)
 CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)
 CPG Minimum 5% = R6,5 Mil
 Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
 Penalty = R1 Mil x 30% = R300 000 Excl. VAT

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

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

Number of enterprises to be trained = 6 x 1 GB subcontractors
 Total cost for training = R 1 660 000

Calculation of penalty

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

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

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

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

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

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

CPG Calculation

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

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

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

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

Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

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

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

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



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

Table 4: Notional cost recalculation upon appointment of beneficiaries.

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

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

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

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

1.6 National Youth Service Programme (NYS) CPG

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

Calculation of penalty:

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

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

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

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

1.7 Labour Intensive Works CPG

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

CPG calculation example:

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

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

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

Calculation of penalty:

CPG value = R10 Mil

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

CPG Achieved = 9 Mil (R1 Mil shortfall)

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



MAINTENANCE SPECIFICATION

Maintenance refers to a routine and/or remedial intervention required, ensuring that the asset is retained in a serviceable condition, and also to ensure that it retains its value and usefulness.

There are different kinds of maintenance services that are to be undertaken, namely: -

- Preventative Service Maintenance – for which the service provider has to perform certain actions to prevent failure on the operation of the installation in due course.
- Statutory Maintenance – May contain the elements of the statutory maintenance, which is defined in the Act as actions performed to meet legal requirements as contained in the Occupational Health and Safety Act No 85 of 1993 and other relevant regulations.
- Breakdown Maintenance – these are reactive maintenance actions performed to restore installation to operational condition.

Scope of Preventive Maintenance

The scope of the preventive maintenance program shall be comprehensive and shall include, at a minimum:

- Inspections
- Adjustments
- Lubrication
- Repairs and replacements (including light bulbs/lamps)
- Housekeeping/cleaning
- Recordkeeping

The program shall maintain the elevator to run at rated speed, rated capacity, desired door open/close timing, correct door speeds, designated floor stops, required floor levelling parameters, etc.

Maintenance Personnel

In accordance with the SANS53015, maintenance, repairs, or replacements are to be performed only by persons trained to perform these operations on the equipment. **Site Staff and Qualifications**

- The Contractor will be required to supply the services of suitably and properly qualified technical staff to undertake the servicing, maintenance, repairs, operation and supervision of the Electrical and Mechanical installations and equipment as per requirement of the OHS Act. The names of such staff and qualifications shall be attached to this tender.
- Only competent person who have passed a recognized Lift Trade will be allowed to work on the equipment. Where apprentices or 'semi-skilled' workers are used to do the work, they must work under the supervision of a competent lift technician.
- All staff who are on site are to be those individuals whose names appear in the 'staff declaration document' contained in this tender document. Should it be found that the



Contractor is using only semi/unskilled labor, the Client reserves the right to cancel the contract with 24hours notice

Recordkeeping

A complete log must be kept that contains records of all maintenance, adjustments, repairs, replacement, etc., performed on the elevator. The log must include the dates, names of participating personnel, and description of tasks performed, including tests and inspections, reports, trouble calls, corrective action, recommendations, or any other incidents related to the elevator.

Manufacturer's data and drawings for the elevator equipment shall be accessible and maintained to reflect the current state of the equipment. Important data such as manufacturer names, part numbers, serial numbers, sizes, and types shall be readily accessible. Any pertinent service bulletins shall also be kept.

Checklists for the scheduled preventive maintenance tasks shall be developed and kept to ensure that these tasks are performed.

Safety

The following practices shall be observed, as a minimum, during maintenance, inspection, or testing procedures:

- All safety devices must be in operational condition.
- Lockout/tagout procedures must be followed if maintenance procedures require that the equipment not be operated.
- Ensure that personnel performing maintenance, inspection, and testing tasks wear clothing that is not loose fitting and that they are provided with proper protective equipment, such as safety shoes, hard hats, eye protection, and hand protection.
- Provide barriers and signage, where applicable, especially at hoistway doors.
- Upon completion of work, remove any jumper wires that were used.
- It is possible that the elevator pit may be designated a "Permit Required Confined Space." The additional required safe procedures must be attended to in these cases.
- Provide proper lighting.
- Determine that adequate refuge space exists above and below the car.
- Ensure the working area is clean and dry.

Areas of Inspection

Specific items and equipment to be inspected under each of the following areas are listed as follows:

The areas of inspection include:

1. Inside car – door reopening device, stop switches, operating and control devices, car floor/landing sill, lighting, car emergency signal, car door, door closing force, power opening/closing of doors, vision panels, car enclosure, emergency exit, ventilation, signage, rated load, platform area, data plate, emergency power, restricted door opening, car ride, door monitoring, stopping accuracy
2. Machine room – access, head room lighting, receptacles, machine enclosure space, housekeeping, ventilation, fire suppression, pipes, wiring, ducts, guarding of equipment,



numbering/labeling, disconnecting means, controller wiring/fuses/ grounding, static control, overhead beam, machines and machine brakes, motor- generators, regenerated power, alternating current (AC) drives, sheaves, rope fastenings, terminal stopping devices, slack rope devices, governor, safeties, data plate

3. Top of car – stop switch, light, outlet, operating device, refuge space, counterweight clearance, sheaves, normal/final terminal stopping devices, broken rope/chain/tape switch, leveling devices, data plate, emergency exit, counterweight, counterweight buffer, counterweight safeties, floor numbering, hoist-way construction, smoke control, pipes/wiring/ducts, windows/projections/recesses/ setbacks, clearances, multiple hoist-ways, traveling cables/junction boxes, door equipment, car frame, guide rails, guide rail alignment, guide rail fastenings, governor/traction/ compensation ropes, rope fastening devices
4. Outside the hoist-way - platform guard, hoist-way doors, vision panels, hoist-way door locking devices, access, power closing of hoist-way doors, sequence operation, enclosure, parking devices, emergency access, separate counterweight hoist-way, standby power selection switch, emergency doors in blind hoist-ways
5. Pit - access, lighting, stop switch, condition, clearance, runby, buffers, normal/final terminal stopping devices, traveling cables, governor rope, governor rope tension, compensating chains/ropes/sheaves, car frame/platform, car safeties, car guides
6. Firefighters' emergency operation.

Testing

The Code requires periodic testing of elevators witnessed by an Accredited Inspection Authority(as defined by Act 85 of 1993).

Test certifications may be issued by various public jurisdictions, such as State, county, or city elevator commissions or boards, or by private entities.

Electric Elevator Tests

The Code provides general descriptions of the Category tests for electric elevators. More detailed descriptions are provided in SANS 53015.

Minimum Preventive Maintenance Requirements For Electric Traction Elevators

The following items (as applicable) shall be included requirements of a maintenance contract:

(Note: When items are inspected and found to be defective, broken, out of adjustment, etc., they must be repaired, replaced, or adjusted to meet the requirements of OHS ACT 85 of 1993.)

Performed On A Monthly Basis:

- Ride in the car to observe operation of doors, leveling, smoothness, and door reopening devices at each landing.
- Listen for unusual noises in the car and in the hoist-way.
- Test all locks and gate switch
- Check the car emergency light.
- Check the car ventilation system and heater.
- Check the operation of the limit and safety switches in hoist-way and car.
- Check all of the timers in the system and reset if necessary.
- Check all car operating controls, lamps, and gongs. Replace burned-out lamps.

Performed On A Two-Month Basis:

- Check and adjust car door operation.
- Lubricate hangers, rollers, gibs, linkages, and pivot points.
- Check and adjust door clearances, eccentrics, arm bearings, speed control switches, cables, clutches, chains, and belts.
- Tighten door drive system points.
- Check selector.
- Clean, adjust, and lubricate components as required.
- Check the car telephone and alarm operations. Repair the alarm system if required. Check the oil level in the car and in the counterweight oil buffers. Add oil as required.
- Check the motor brushes and commutators. Check the brushes for tension, seating, and wear (replace or adjust as required). Check commutators for finish, grooving, eccentricity, and mica level - clean, turn, or refinish as required.

Performed On A Quarterly Basis:

- Check for proper car leveling operation. Adjust if required.
- Initiate the Phase I firefighter recall service and check for proper operation to a minimum of two floors under Phase II service.
- Check and clean the door switch contacts.
- Check the door speed control switches.
- Inspect the condition of resistors and mounting assemblies.
- Check car top and hoist-way for loose covers, vanes, or components. Inspect the traveling cables for damage.
- Inspect the brake linings.
- Check the car position sensor drive wheel. Check decelerations, advances, and accelerations to ensure all cars are matched.
- Inspect all parts of the safeties and adjust clearance between the safety jaws and guide rails. Clean all parts and lubricate the pivot points.
- Clean the screens.
- Clean the guide rails with solvent to remove dirt, debris, or excess lubricant.
- Drain, flush, and refill the gearing lubricant.
- Clean:
 - Drip pans (check oil levels of associated equipment) Door reopening device photo eye components
 - Door tracks and sills
 - Lamps and sensors in the car top controller
 - Car top
 - Machine room
 - Pit
 - Brushes and commutator Controller
 - Selector
 - Relay connectors Contacts
- Test and adjust dispatching, scheduling, and emergency service of the group supervisory control system (if equipped).
- Clean the hoist-way. Vacuum the dust from controllers and relays

Performed On a Six-Month Basis:

- Check for hoist rope wear, as well as rope length, lubrication, and tension. Replace, lubricate, or adjust the rope as required.
- Inspect all ropes for wear and lubrication (do not lubricate the governor rope) - replace or lubricate the ropes if required.
- Clean the governor and hoist ropes.
- Inspect the rope hitches, fastenings, and shackles - equalize ropes if warranted
- Check the clearances for governor tension sheave, counterweight-to-buffer (with car at top landing), and compensation sheave to pit.

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".

- Inspect guide rails, cams, fastenings, and counterweights in hoist-ways.
- Lubricate the limit switch roller pins.
- Inspect the sheaves to verify that they are tight on the shafts, and sound their spokes and hubs with a hammer to inspect for cracks. Repair as necessary.
- Check the compensation rope tension.
Lubricate the sheave bearings and check for leaky seals.
- Lubricate the guide shoe stems.

Performed On an Annual Basis:

- Brakes:
 - Remove, clean, and lubricate the brake drum & cores.
- Motors:
 - Inspect the brake linings for wear - clean or replace if necessary. Adjust the brakes to wear evenly if necessary.
 - Inspect the armatures of hoist motor and motor-generator (if equipped).
 - Check the electrical connections.
 - Drain, flush, and refill the oil reservoirs.
 - Check the brushes for neutral settings and for proper quartering and spacing on the commutators. Reset if necessary.
 - Lubricate the bearings.
 - Vacuum the carbon and dust.
- Test the safeties
- Test the governor for operation.
- Check governor sheave fastenings

Major Service

It is a major overhaul conducted on an annual basis, by a competent person undertaking a thorough examination for the lift to meet the required safety standard required by SANS 50081. This involves examination of the equipment at its entirety to also replace urgent worn or damaged components. This is a robust maintenance that is conducted once annually to optimize the performance and availability of the lift. It is also recommended if the equipment has not been serviced consistently for 12 months and/or when the equipment has not been operational for more than 6 months.

The work involved but not limited to:

- *Shaft Work*
 - Complete clean – down of the entire equipment.
 - Thoroughly test and repair all the landing, car door mechanical, electrical locks and car door protection devices.
 - Set and adjust car and landing door locks. Replace worn or damaged rollers as necessary.
 - Set up-thrust rollers on all landing doors. Replace damaged as necessary.
 - Replace / align car and cwt guide shoes and rollers.
 - Inspect elevator floor levels, shaft and pit equipment and rectify as necessary.
 - Replace worn out landing and car door track inserts
- *Motor Room*
 - Strip, clean, lubricate and set governor and brakes.

- Adjust controllers and selectors (if applicable).
- Replace short and missing generator and motor brushes
- Clean machine room equipment.
- Remove old oil, waste, spares etc from site
- Flush and renew gearbox oil and seal oil leaks
- Remove all wires from fuse holders and replace with rated fuses.
- **General Works**
 - Fault-finding on shutdown units.
 - Secure all loose lift components
 - Make all car and hall buttons operational.
 - All indicators must be repaired or replaced where required
 - Check fan, emergency alarm, light units and car door open buttons for operation and repair/replace
 - Lubricate pins and moving equipment (where necessary).
 - Check, test and make operational all safety aspects of the lift.

Response Times

This is the time lapsed from the time the call-out is logged by the system operator or person making the call until response on site. The service should be available on a 24/7 basis. Response times to any call-out on site are kept at an absolute minimum. Response varies in geographical area of the equipment. For areas around Polokwane, a maximum of 60 mins is allowed during normal working hours and 120 mins after hours, holidays and weekends. Call –out with trapped passengers are regarded as an emergency and should get the necessary attention. Response to trapped passengers is 30 mins during normal working hours, 60 mins after working hours, weekends and holidays.

- The response times stated in shall be strictly adhered to and notification of the fault can be by telephone, e mail or in person.
- Non-adherence to the above reaction times will be seen in a very serious light and will also be handled as non-compliance with the Tender conditions. This can result in claims for any losses or damages against the successful Tenderer and will also be held responsible for any legal action which may be taken against the Client.
- The Contractor will be issued with a reference no. for each call, the call will be logged and it is the responsibility of the successful tenderer to report back to the client or his appointed representative and close off the call giving the following information:
 - Time of arrival
 - Nature of the trouble found on site
 - Time repair was completed

Sub-contracting

- The successful tenderer must submit in writing to the Client the names of Sub – Contractors (**for repair work only**) as he/she propose to employ and the Client shall inform the successful tenderer, also in writing of his or her approval or disapproval of such sub-contractors.
- No sub – contracting will be allowed which will involve piece-work or any departure from the conditions of the tender and the successful tenderer shall be prohibited from transferring, directly or indirectly by piece-work under this tender without the written permission of the Client.



- No sub-contracting will be allowed on maintenance work and all maintenance work is to be performed by the appointed contractors direct employees, the only works which can be sub-contracted and which will be subject to the approval by the Client's appointed representative are; major repairs, modifications/modernization of equipment, repairs to intercoms, repairs to pc-boards etc.

Keeping of Records

The successful tenderer shall maintain a logbook of all equipment and plant involved in this tender for records and entries concerning the installations, breakdown, problems, repairs etc.

A monthly report for each installation consisting of the Proforma Inspection shall be properly completed by the successful tenderer and shall accompany his/her invoices.

All records required by law and by the Client the equipment provided for, the materials supplied and used by the successful tenderer in the execution of this tender and/or his/her staff employed for the purpose of this tender shall be kept. These records will remain the property of the Client after the contract has expired. The following shall serve as examples of the records to be kept, which may be added to:

- Callout register
- Plant room and equipment logs,
- Inspection reports,
- Service record of all Equipment,
- Equipment log books

Inspections

The Client reserves the right to authorize independent inspections of individual or entire installations, using suitable qualified persons at any time. The independent inspections shall in no way limit the Contractor's liabilities or obligations in terms of this agreement. The Contractor or his representative shall be present at every inspection of the installation and the Contractor, in terms of this agreement, shall provide the necessary facilities at no additional cost.

Shutting Down of Equipment

No mechanical/electrical equipment or plant involved in this tender may be shut down, switched off or isolated in any way without prior written permission from the Client or his Representative.

Exclusions from the Contractor's Responsibilities

The following items shall be excluded from the contract amount and should they require repair/replacement, the Client shall bear any associated costs:

- All decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, carpets or floor coverings.
- Sump pump in the lift pit
- Cylinder and buried pipes on hydraulic lifts except for accessible seals and wearing parts.

Conditions to the Scope of Work

- Contractor's obligations:
 - To supply all necessary equipment, labour, minor spares and materials which may be necessary for the proper execution of the work, comply with the provisions of the contract and orders in writing and carry out and complete the Works to the satisfaction of the Client or his/her Representative/Agent who may from time-to-time issue further orders in writing.
 - Unless there is an apparent or obvious error in an order in writing, shall at all times proceed to act on such order in writing unless or until such order is amended or countermanded, so that neither the execution of the works nor the supply of material or labour is delayed by any difference, discrepancy or dispute regarding such order.
 - No objection to the description or terms of an Order in Writing will be entertained unless lodged in writing with the Representative/Agent within 21 days of the date of the order in writing.
 - Undertakes to maintain in good working order, the complete lift system as specified and quoted for in their tender to the satisfaction of the Client or the client's appointed Representative.
 - Any unsafe conditions or practices followed by the operating or maintenance staff shall be reported in writing and References shall be made in terms of the applicable standards (e.g. those of SANS), to the Client.
 - To take adequate precautions to prevent damage to buildings and fixtures on the Site.
 - The personnel shall at all times adhere to all security rules and regulations imposed by the Client on site. No weapons of any description will be allowed on site.
 - To safeguard all their employees in accordance with the latest revisions of the Regulations of the Occupational Health and Safety Act 85 of 1993 and any amendments thereof, including all equipment, plant, hand and power tools.
 - To comply with all applicable instructions or directives of the Client as well as Directives, regulations, and by-laws passed by Public Health, Provincial, municipal or any other Authorities.

Payment Reduction for Non-Performance of the Lifts

- The Contractor shall guarantee the availability of 80% of all lift systems. In the event of failure by the successful tenderer to achieve 80% availability, a score card system is attached that will be used to measure execution and performance and availability of the lifts.
- The penalty will be levied each month during which the availability is below expectation and not on an annual or tender basis. The money will be recovered from the Contractor by means of reductions from their monthly maintenance fees.
- The imposition of such payment reductions shall not relieve the Contractor from his obligations to complete the works or from any of his obligations and liabilities under the Tender.

- Should a lift be shut down for scheduled/non-scheduled repair and the repair period exceeds 1 week, the monthly maintenance payment for that unit will be reduced proportionate to the shutdown period and calculated from the first day of shut-down. No payment will be received for a lift that is out of service due to Contractor's inefficiency.

Increase or Decrease of Scope of Work

The Client reserves the right to increase or decrease, during the contract period, the scope of work, description and/or quantities given. Such increases or decreases will be made in writing to the Contractor.

Hand-over of Site to the Tenderer

- The successful Tenderer will only be permitted on site after complying with all conditions of tender regarding insurances etc., and after the signing of the contract and Site Handover Certificate.
- After the Site has been handed to the successful Tenderer, the successful Tenderer must proceed with due diligence to the satisfaction of the Client of Representative. Should the successful Tenderer fail to proceed with due diligence as stated above within 21 days of the Site being handed over, it will be deemed that the successful Tenderer accepts the condition of the lift and that no remedial work is required to the specific unit and no further claims for maintenance related wear and tear will be entertained.

Site Inspections

- The Site is located at the following address: (As stated in PART C4 of the document)
- Tenderers shall visit the Site to become familiar with the nature and extent of work, conditions and details of the Plant, Equipment, Installations, etc. should the tenderers wish to visit the sites they are welcome to contact the Project Managers who will make all necessary arrangements.
- The area of the Site to be occupied by the successful tenderer will be pointed out to the successful Tenderer at the handing over of Site and under no circumstances may the successful Tenderer extend their activities beyond this area.

Injury to the Works

- Without in any way limiting his obligations the successful tenderer 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 Client against any such damage. He/she shall take such precautions and security of the Works as he/she may deem necessary.
- The successful tenderer shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works.
- The Client shall carry the risk of damage to or destruction of the works and material paid for by the Client that is the result, whether direct or indirect or proximate or remote, of-
 - war, invasion, an act of a foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny rising, insurrection, military or usurped power or material law or state of siege or any other event or cause that determines the proclamation or maintenance of martial law or a state of siege;

- Any risk or peril only insurable in the republic of South Africa by means of a political riot insurance policy issued by or on behalf of the South African special Risk Insurance Association;
- Ionizing radiation or contamination by radio-activity from any nuclear waste from the combustion of nuclear fuel;
- Nuclear weapons material;
- Confiscation, nationalization or requisition or destruction or damage by or under the order of any government de jure or de facto or of any public or local authority; or
- The design of the works or temporary works by the Client or by the servants or agents of the Client.
- Where the Client bears the risk in terms of the Tender, the successful tenderer shall, if requested to do so, reinstate any damaged or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of the non-schedule rates prices.

Injury to Persons and Property

- The successful tenderer shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding, whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or cause by the execution of the works unless due to any act or neglect of the Representative/Agent or any person for whose actions the Client is legally liable.
- The successful tenderer shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to Site, whether belonging to or under the control of the Client or any other body or person, arising out of or in the course of or by reason of the execution of the Works, unless due to any act or neglect of the Representative/Agent or any person for whose actions the Client is legally liable. The successful tenderer shall, upon receiving an Order in Writing from the Representative/Agent/FMU, cause the same to be made good in a perfect and workmanship manner at his own cost and in default thereof the Client shall be entitled to cause it to be made good and to recover the cost thereof from the successful tenderer, as stated in clause 3.3, Final Summary Prices.

Chargeable and Redundable Equipment

The successful Tenderer shall hand over all chargeable redundant material to the Representative of the Client and will become the property of the Client and shall be handed to the representative on site.

Reporting Structure

- No instructions from any personnel other than the Client or senior Representative shall be carried out.
- The Client will ensure that a logbook is kept on Site and that all faults and defects reported are recorded. A report for each call-out will be entered by the appointed contractor's technician in this book and signed by the technician and the inspector employed by the Client.
- N/A



Handing Back of Site

At termination of the contract, the appointed contractor shall handover the site to the Client in a good, functional, clean and tidy condition. Should at such handover any defects, oversight or damage to the installation be detected, this shall, at discretion and to the satisfaction of the Client be rectified by, or at the cost of the successful tenderer, before any outstanding payment(s) are released. (See Annexure E Site Handover Certificate)

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

NO. R. 94

03 FEBRUARY 2017

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85 OF 1993), AS AMENDED

CODE OF PRACTICE FOR EXISTING GOODS HOISTS INSTALLATIONS, LIFT, ESCALATOR AND PASSENGER CONVEYOR REGULATIONS, 2010

I, T. Szana, appointed as the Chief Inspector in terms of Section 27(1) of the said Act, and by virtue of the powers delegated to me by the Minister of Labour in terms of section 42(1) of the Act, after consultation with the Advisory Council for Occupational Health and Safety, hereby, under section 44 of the Occupational Health and Safety Act (Act No. 85 of 1993), as amended, incorporate "Code of practice for existing goods hoists installations" (Installed prior 30 September 2015) that were previously regulated under the Driven Machinery Regulations, 2008 into Lift, Escalator and Passenger Conveyor Regulations, 2010

T. Szana
Chief Inspector

CODE OF PRACTICE FOR EXISTING GOODS HOISTS INSTALLATIONS

FOREWORD

This Code of Practice is to provide the minimum requirements for existing good hoists (Installed prior 30 September 2015) that were previously regulated under the Driven Machinery Regulations, 2008.

In the new Driven Machinery Regulations promulgated in 2015, regulation 17 was repealed and it gave a directive that all existing good hoists shall within five years comply with the provisions of the Lift Escalator and Passenger Conveyor Regulations.

Machinery Spaces

- Machinery shall be kept in safe lockable spaces or cabinets.
- Safe accesses, free of any storage or rubbish shall be provided to the machinery spaces.
- Ladders to these spaces shall be permanently installed and shall provide safe access well into these machinery spaces.
- The working areas of the machinery spaces above the shafts shall have full floor covering.
- The clear heights of the working spaces shall not be less than 1.5 meters.
- The lighting in the machinery spaces shall be 300 Lux and the accesses to these spaces 150 Lux.
- There shall be 220 Volt socket outlets in the machinery spaces.
- Record book and certificate holders shall be kept in the machinery spaces.

Machinery

- Rotating elements shall be guarded or painted caution yellow if they pose a low risk such as smooth flywheels.
- Slack rope devices shall be installed on positive drive (drum or hydraulic) units.
- Safety gears shall be installed on units with less than two ropes - if design permits.
- Safeties shall, where possible be installed under the cars and not on top of the crown beams.
- Sheaves for the suspension ropes shall be 25 times the diameter of the suspension ropes.
- When more than one suspension rope is used, there shall be automatic tensioning devices – compression springs.

Controls

- There shall be lockable main switches at the accesses to the machinery spaces.
- There shall be well kept, up to date durable and legible wiring diagrams.

- Controllers shall have two contactors for the main motors – mains + up or mains + down.
- Two independent contacts of the motor contactors shall be in series with the brake coil.
- Three phase installations shall be protected with reverse phase protections.
- All units shall be equipped with top and bottom final limit switches.
- Where shaft inspections or repairs require a person to ride on top of the car, inspection controls shall be installed on top of the car.
- The cars shall be provided with overload devices and signals.
- There shall be no controls inside the cars.
- Push-pull emergency stop switches shall be installed on top of the car and in the pit with stop switches on each landing if the landing doors are perforated.
- The landing door locks shall have two contacts in circuit – one to ensure the door is closed and one to ensure the lock is made.
- The car doors shall have gate switches which shall be tamper free and out of reach of the users.
- 220 Volt light and socket outlet circuits shall be protected with earth leakage devices.

Shaft enclosures

- The shafts shall be enclosed to a height of 2.5 meters in all areas accessible to persons. The enclosures shall have sufficient strengths – they shall withstand 300 N forces).
- When the cars are travelling at speeds exceeding 0.25 meters per second, the shaft enclosure shall be imperforated.
- Shaft lights shall be installed with intensity of 100 Lux anywhere in the shafts.
- The landing doors shall be equipped with electro-mechanical locking devices. Two contacts shall be used in the control circuits.
- Triangle dislocking devices shall be provided for all landing doors. Boxes with triangle locks to protect other types of dislocking devices will also be acceptable.
- When the cars are travelling at speeds exceeding 0.25 meters per second, the landing doors shall be imperforated.
- When the landing doors are imperforated, there shall be indications that the cars has stopped on a landing – vision panels or indication lights.
- On each landing there shall be a durable notice which indicates the maximum allowable load and forbidding persons from riding in the car.
- In the pits without the necessary refuge space (500mm x 600mm x 1 000mm) there shall be properly designed bumping poles to land the cars on when entering the pit – Instructions shall be displayed to use the bumping pole.
- Car to landing sill clearances shall not exceed 35mm.
- Safe Spaces on top of the car and in the pit shall be clearly identified.
- Bi-parting and vertical rise doors shall be counter balances with proper handles or pull straps..

Cars

- The cars shall be equipped with gates, scanners or "load shift bars" and it shall not be possible to move the cars unless these devices are closed.
- The car roofs shall cover the full car size (floor areas of the cars).

- The car roof shall have sufficient strength to carry the weight of two persons (1 000N each) anywhere on the roof.
- Inside the car there shall be a durable notice which indicates the maximum allowable load and forbidding persons from riding in the car.
- There shall be in the cars electric lights of at least 100 Lux.
- Positive drive units shall have buffers on top of the cars which shall not make contact before the final limits open.
- Positive drive units with limited head rooms (not spaces of 500mm x 600mm x 800mm) and top of car inspection controls shall have extendable bumping poles with safety switches on top of the lift cars.

Registration

- All units must be registered with the Regional office of Department of Labour.
- All Goods hoists must comply with the requirements for Lift Escalator and Passenger Conveyor Regulations.

DEPARTMENT OF PUBLIC WORKS

MAINTENANCE SCORE-CARD

CONTRACT NUMBER: WCS



CONTRACT: _____

CONTRACTOR: _____

ENGINEER: _____

INSTALLATION: _____

MONTH: _____ OF 36

The following components of the installation were selected by the contractor at the Monthly Operation Meeting
nr. _____ as performance indicators to be tested according to specification:

1. ENGINEER'S SELECTION

- 1.1 _____
- 1.2 _____
- 1.3 _____
- 1.4 _____
- 1.5 _____
- 1.6 _____
- 1.7 _____
- 1.8 _____
- 1.9 _____
- 1.10 _____

0	1

TOTAL SCORE: _____

Engineer's Representative

Signature

Date

GUIDELINE FOR THE USE OF THE MAINTENANCE SCORE-CARD

The score-card and performance indicators must be used as a maintenance management tool. The aim with each score-card is to ensure that:

- (a) the project focuses on key aspects of maintenance per month;
- (b) the Contractor receives payment for his work, and
- (c) The Employer receives value for money and a sustained high level of service.

Performance indicators must be selected to measure the Contractor's service level of preventative and corrective maintenance that will be based on the Maintenance Control Plan and the Operating and Maintenance Manuals (containing information specified in the Contract documentation).

For each specific installation, different performance indicators must be defined each month based on the content of the maintenance in relation to the scope of maintenance work per installation and must be based on the Contractor's service level record on preventative and corrective maintenance.

Breakdowns must be dealt with if and when necessary by logging of the breakdown and monitoring the downtime.

The Contractor and the Engineer must agree on all performance indicators at an occasion prior to the month during which the Contractor's performance (service level of maintenance) will be measured.

List of examinations to be carried out on a electric lift		Score Card		
Description		0	1	N/A
(a) pit				
check for cleanliness; remove excess oil/grease from bottom of guides; and ensure the pit area is clean, dry and free of debris.				
b) anti-rebound mechanism and switch (where fitted)				
check for free movement and operation; check for equal tension on ropes; check for anti-rebound operation; check electrical contact (where fitted); and lubricate when necessary.				
(c) buffers				
check for correct oil levels; check switch when fitted; check fixings for security, and lubricate when necessary.				
(d) drive motor/generator				
check motor bearings for wear, check condition of commutator (where fitted); and replenish lubrication when necessary.				
(e) gear box				
check gear box and sheave for wear, check lubrication in gear box, and replenish when necessary.				
(f) traction sheave				
check traction sheave grooves for wear.				
(g) brake				
check brake lining for wear, check for correct adjustment, check brake pivot pins and the moving pole piece, check the brake system; check for levelling, and lubricate when necessary.				

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(h) controller			
ensure cabinet is clean and dry and free of dust, check contactor faces for pitting or signs of heavy arcing, and check contactor leads for signs of breakage.			
(i) current, voltage and speed			
measure current; measure voltage; and measure lift speed.			
(j) overspeed governor and tension pulley			
check all moving parts for free movement and wear, check for correct operation; and lubricate when necessary.			
(k) main rope diverter pulley(s)			
check rope grooves for wear, check bearings for wear, and lubricate when necessary.			
(l) car/counterweight guides			
check fixings for security; and ensure that there is a film of oil where required on all guide surfaces.			
(m) electric wiring			
check for insulation and the electrical continuity of the connection between the earth terminal of the machine room and the different parts of the lift liable to be made live accidentally.			
(n) lift car			
check emergency lighting. check alarm and intercom system for operation; check car buttons, and check key switches.			
(o) car door operation			
check door closed contact or lock, check doors for free running; check operation and adjustment of door operator (where fitted); check wire rope or chain, when used, for integrity, check for excessive wear and door gaps; check emergency release mechanism; check door passenger protection device; and			
(p) car/counterweight guide shoes/rollers			
check car guide shoes/rollers for wear and adjust or replace when necessary, and			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(q) safety gear(s)			
check all moving parts for free movement and wear;			
check for correct functioning of the device;			
check fixings for security, and			
lubricate when necessary.			
(r) suspension ropes			
check for wear and broken wires per lay,			
check for elongation;			
check for correct tension; and			
lubricate where only necessary.			
(s) rope terminations			
examine for signs of deterioration and wear;			
(t) landing entrances			
check every landing lock for operation and security.			
check doors for free running:			
check for excessive wear and door gaps;			
check wire rope, chain or belt, when used, for integrity,			
check emergency release mechanism;			
check vision panels;			
check door passenger protection device; and			
lubricate when necessary.			
(u) floor level			
check lift for levelling at landing			
(v) motor run time limiter			
check for correct functioning			
(w) motor protection devices			
check for correct functioning.			
(x) electric safety devices			
check operations and correct functioning.			
check the stoppage of the lift when an earthing is created on the			
safety chain, and check for fitting of correct fuses and quality of earth			
circuits.			
(y) final limit switches			
check operation and correct functioning:			
check overtravel clearances; and			
lubricate where necessary.			
(z) well lighting			
check proper operation			

NB*

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0 = NOT DONE

N/A = NOT APPLICABLE

List of examinations to be carried out on a hydraulic lift	Score Card		
Description	0	1	N/A
(a) pit area			
check for excess oil/grease in the pit			
check for cleanliness;			
(b) buffers			
check for correct oil levels;			
check switch when fitted:			
check fixings for security; and			
(c) tank unit			
check hydraulic fluid level in			
check condition of oil; and			
check tank and valve unit for leaks.			
(d) controller			
ensure cabinet is clean, dry and free of dust,			
check contactor face for pitting or signs of heavy arcing			
check contactor leads for sign of breakage			
(e) current, voltage, speed			
measure current,			
measure voltage; and			
measure lift speed.			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

(f) car, counterweight/ram guides	Score Card		
	0	1	N/A
check fixings for security, and ensure that there is a film of oil where required on all guide surfaces.			
(9) jack			
check for excessive oil leakage.			
(h) telescopic jack			
check for synchronization.			
(1) electric wiring			
check for insulation and the electrical continuity of the connection between the earth t machine room and the different parts of the lift liable to be made live accidentally			
(j) lift car			
check emergency lighting.			
check alarm and intercom system;			
check car buttons, and			
check key switches.			
k) car door operation			
check door closed contact or lock			
check doors for free running.			
check operation and adjustment of door operator (where fitted).			
check wire rope or chain when used for integrity.			
check for excessive wear and door gaps;			
check emergency release mechanism;			
check door passenger protection device, and			
(l) car/counterweight/ram guide shoes			
check car guide shoes/trollers for wear and adjust or replace when necessary, and check lubrication.			
(m) car/counterweight guides			
ensure that there is a film of oil where required on all guide surfaces; and check fixings for security.			
(n) safety gear/pawl/clamping devices			
check all moving parts for free movement and wear,			
check fixings for security, and			
lubricate when necessary.			
(0) suspension ropes/chains			
check for wear,			
check for elongation;			
check for correct tension			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(p) rope terminations			
check for signs of deterioration and wear, check faings for security, and check for fracture and tightness			
(q) landing entrances			
check every landing lock for operation and security			
check doors for bee running			
check wire rope, chain or belt, when used, for integrity			
check for excessive wear and door gaps			
check door passenger protection devices			
check vision panels			
check emergency release mechanism, and			
(r) final mit switches			
check operation and correct functioning			
check overtravel clearances			
(s) electric safety devices			
check operations and safety functioning			
check the stoppage of the it when an earthing is created on the safety chain, and			
check for fitting of correct fuses and quality of earth crouts			
(t) car door operation			
check door closed contact or lock check doors for free running			
check operation and adjustment of door operator (if fitted)			
check wire rope or chain, used, for integrity,			
check for excessive wear and door gaps			
check door passenger protection device, and			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE

	0	1	N/A
(u) overspeed governor and tension pulley			
check all moving parts for free movement and wear			
check for correct operation; and			
(v) and-creep device			
check for correct operation			
(w) leakage			
ensure that the empty car, stopped at the highest level served, does not move more than 10 mm downward within 10 min due to leakage			
(x) rupture valve restrictor			
check for operation and correct adjustment			
(y) floor level			
check lift for floor levelling at landing			
(z) pressure relief valve			
check for correct adjustment			
(aa) thermal devices for temperature of oil			
check for correct functioning of sensor.			
(bb) manual lowering			
check for operation and correct adjustment			
(cc) hand pump			
check for operation.			
(dd) hose/pipe work			
check for failures			
(ee) overload device			
check for correct functioning			
(m) all components			
Ensure that components are clean and free from dust for correct functioning NOTE it is recommended that the relevant part of SANS 1545 be used as a guiding document.			

NB*

1 = DONE

0 = NOT DONE

N/A = NOT APPLICABLE



PART C4: Site information



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

C4: Site information

PG-03.1 (EC) SITE INFORMATION – GCC 3rd Edition (2015)

Project title:	<i>Insert project description</i>				
Tender no:	PLK24/51	WCS no:		Reference no:	

C4 Site Information

The lifts are situated at various buildings within the Limpopo Province. All building is occupied; therefore, safety of the Users AND public is a priority. Water and Ablushing services are available within the respective buildings. Arrangement to Hoedspruit is to be confirmed prior to site visit for access purposes.

The lifts are situated in Five (5) different towns:

Polokwane – SARS & SAPS – 0KM

Hoedspruit – Air Force Base4e – 220KM

Modimolle – Magistrate Court – 149KM

Makhado – Magistrate Court – 109KM

Thohoyandou – Magistrate Court – 190KM



Building Name	Street Address	Kilometre from Polokwane
SARS	40 Landdros Mare St, Polokwane Central, Polokwane, 0699	2.4km
SAPS	38 Schoeman St, Polokwane Central, Polokwane, 0700	2.2km
Thohoyandou Magistrate Court	Raza St, Thohoyandou-F, Thohoyandou, 0950	191.4km
Modimolle Magistrate Court	Van Emmenis Street, Modimolle, 0510	120.9km
Makhado Magistrate Court	103 Munnik St, Louis Trichardt, 0920	147.6km
Hoedspruit Air-force Base	Military Base, Hoedspruit, 1380	217km



PART 5: Health and Safety Specific specification



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

National Department of Public Works

(Principal Client)

Health and Safety Site Specific Specification

Submitted to:

Contractor: -----To be appointed-----

FOR

**Site: Polokwane Various Areas: Follow-on contract on repairs and maintenance of lifts:
(36 Months Cotract)**

OFFICE OF THE REGIONAL MANAGER

DEPARTMENT OF PUBLIC WORKS

Private Bag X9469

POLOKWANE

0700

Date: 22 October, 2021

Covid 19 regulations and protocols forms part of the Health & Safety and must be adhered to at all times. Before you will be allowed to perform work on site you must adhere to all of the following as contemplated in the Occupational Health and Safety Act, Act no 85 of 1993, the Construction Regulation 2014 and this site specific specification document:

A. This specification document (Construction regulation 2014, (7) (c) (1))

You are required to compile your safety file the way we require in this document. You will not be allowed to start working on site unless your safety file has been approved. Submit the file well in advance to enable our safety Department to audit and approve it, and if there are any discrepancies you will have ample time to rectify and re-submit. This document requirement is that of what is written in the OHS Act. It also contains guidelines from Departmental Enquiries, court cases and own Experience. The ultimate goal of this document is to direct you to be legal and thereby keep us, contractor, the Principle Contractor, and the Client, legal and free from prosecution. This document serves as our minimum requirements. We don't go overboard with safety. Nevertheless, this document is the law on site. Don't do less than what is described in this document. Don't fall victim to the new stupidity of propagating that, "if it is not specified in this document then we won't do it," or, "it is not explicitly mentioned in the OHS Act and therefore we will not do it."

B. The Safety File

1. Use a lever arch file to contain all the documents
2. Divide the documents with dividers of the plastic type, numbered 1 to 31. Use another set of dividers behind the first, if the one set is not sufficient.
3. Clearly identify the file with the words "Safety File" and the Company name printed on the side with letters big enough to read from a distance for anyone on site to recognise it as the safety file.
4. Always have the safety file available in the site office. It will be handed to the Client at site handover. It may never leave the site.
5. All forms must be completely filled in and fully signed by all parties.
6. It must be clearly understood that all documents in the safety files are legal documents and must be treated as such. If corrections are made on any of the documents it must be initialled by all parties involved. No tipex are allowed.
7. All documents that are copies of the originals must be certified as a true and correct copy of the original.

C. the Safety file index

1. Laminate the file index to prevent it from tearing and it will last longer. Paste it in front of the file. The following is a sample of such an index. There may be items that you want to add or change to fit your style. You may do so.
2. Please note that we need you to keep all documents separate with dividers. It makes it easier to find during an audit and your day to day activities.
3. Also note that one person can be appointed for more than one designation. The site number, printed in red on the cover page, must be prominently printed on all your documents.

D: INDEX:

1. Registers:
2. Checklists:
3. Temporary, Electrical, and DB Box Checklist
4. Incident / Accident reports / Wcl 2
5. Safety Committee and Minutes
6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))
7. Letter of good standing (CR 7(1) (c) (IV)) 2014
8. Health and Safety Organogram
9. Contractor A's appointment letter as a Contractor
10. Legal Appointments
11. List of Sub Contractors on Site
12. Mandatory Agreements with contractors and Principal agent (H&S agent if appointed)
13. Contractors Mandatory Agreements
14. Contractors Specification Documents (CR 2014 7(c) (I))
15. Contractors Appointment Letters (CR 2014 7(c) (v))
16. Contractors Safety Plans (CR 2014 7(c) (VI))
17. Contractors "Letter of Good Standing." (CR 2014 7(c) (IV))
18. Contractor A's Safety Plan (CR 2014 7(2) (a))
19. Contractor A's Health & Safety Policy Document
20. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))
21. Incident/Accident Reporting Policy/Procedure
22. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (I))
23. Fall Protection Plan (CR 2014 10(1))
24. Site Emergency Plan

25. Site Rules
26. Risk Assessments
27. Public Safety
28. Safety Awareness Program
29. Toolbox Talks
30. REGISTERS
31. Induction Training Register (CR 2014 (7) (5))
32. . PPE Issue Register
33. Safety Harness Register
34. Hazardous Chemical Substance Register (CR 2014 (25))
35. Ladder Register
36. First Aid Register
37. Electrical Equipment Register
38. Fire Equipment Register
39. CHECKLISTS
40. Electrical safety (CR 2014 (24))
41. Competency certificates (CR 2014 (1) (a))
42. Medical Certificates (CR 2014 7(1) (g))
43. Regulations applicable (CR 2014 7(3))
44. General

List of extra points that maybe taken in consideration (you may add applicable)

- Incident / Accident reports / Wcl 2 forms / Annexure ones
- Safety Committee Meeting Minutes (Supplied by contractor)
- Monthly Safety Audit Reports (We will audit you monthly) (CR 2014 (7) (c) (vii))
- Letter of Good Standing (CR 2014 (7) (c) (iv))
- Health and Safety Organogram
- Contractor A's appointment letter as a Contractor (CR 2014 (7) (c) (v))
- Legal Appointments With proof of Competency & Medicals

- CEO Delegation of Duties (16.2)
- Construction Manager (CR 2014 (8) (1))
- Construction Safety Officer (CR 2014 (8) (5) (6))
- 11. Risk Assessors (CR 2014 (9) (1))
- 12. Fire Equipment Inspector (CR 2014 (29) (h))
- 13. Fall Protection Planner (CR 2014 (10) (1) (a))
- 14. Safety Representatives (OHS Act (17))
- 15. Blank Appointments
- 16. Accident Register
- 17. Mandatory Agreements
- 18. Fall Protection Plan (CR 2014 (10) (1))
- 19. Principle Contractor Safety Specifications (CR 2014 (7) (c) (1))
- 20. Safety Plan (CR 2014 (7) (c) (x))
- 21. SHEQ Policy
- 22. Risk Assessment Plan
- 23. Contractor Accident Reporting Procedure
- 24. Contractor Incident Reporting & Investigation Policy
- For your documents that you are using daily, we suggest you open a separate file. The following is a sample of such a file index.
- There may be items that you want to add or change to fit your style. You may do so. Please again note that we are keeping all
- Documents separate with dividers.

Specification site specific to service and repairs of Lifts in Limpopo Province:

1. Registers:

- Toolbox Talks
- PPE Issue Register
- Hazardous Chemical Substance Register
- Safety Harness Register
- First Aid Register
- Incident/Accident Register
- Earth Leakage Testing Register
- Electrical Equipment Register
- Fire Equipment Register
- Explosive Powered Tool Register

2. Checklists:

- Electrical Extension Cords Checklist
- Safety Harnesses Checklist
- First Aid Boxes Checklist
- Fire Equipment Checklist

3. Temporary, Electrical, and DB Box Checklist:

- Electric Drills Checklist
- Angle Grinder Checklist
- Ladder Checklist
- Gas Welding & Cutting Checklist
- Hand tools Checklist

It must be clearly noted that we do not accept registers that are also a checklist. We herewith clearly state that the

registers and checklists are separate forms and must be utilised as such.

4. Incident / Accident reports / Wcl 2

All incidents and accidents where someone was hurt, there was damage or illness, must be reported to our Safety officer. Do not hide any accidents from us. We need to know about any incidents in order for us to assist you in preventing a similar incident. We have no blame but retrain policy. You are to familiarise yourself with our incident/accident reporting procedures.

5. Safety Committee and Minutes

We have established a Health and Safety Committee. You must nominate one person from your management and one person from your Safety Reps to serve on our safety committee. Whether you qualify to have a Safety Rep or not. We will supply the appointment letters and appoint them on the safety committee. Every Contractor must be represented on our safety Committee and be involved in safety on site. The safety meeting will be held monthly. Minutes will be kept and distributed to you for filing in your safety file. The Client, NDPW representative will sit in on some of the meetings as an observer.

6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))

We will do a full health and safety audit on your safety file and your activities every month. The results and the report must be filed by you in the safety file. Discrepancies must be actioned within a week and signed off on the audit report. You must also do monthly safety audits on yourself. The reports must be filed in your safety file. **This audits will be on a point scoring model with a minimum requirement of 80% of compliance if under 80% the contractor will receive a stop working or prohibition notice and no work will commence until the required safety standards are met.**

7. Letter of good standing (CR 7(1) (c) (IV)) 2014

You are to ensure that a letter of good standing with the Workman's Compensation Commissioner is current and kept in your file as proof that you are registered and in good standing with the compensation fund, or with a licensed compensation insurer prior to work commencing on site. (At least two weeks before arriving on site). If your letter has expired, your workers on site are not insured and work will be stopped until such time as you are in good standing with the Workman's Compensation Commissioner again. Contractor will not take responsibility on our Workman's Compensation insurance for your workforce.

8. Health and Safety Organogram

You must have a health and safety organogram in your safety file. It must always be kept up to date and current.

9. Contractor A's appointment letter as a Contractor

It is your duty to ensure that your appointment letter as a Contractor is in the safety file.

10. Legal Appointments

All your appointment letters must be properly signed by all parties involved. It must also be completely filled in with no blank spaces. The name of the appointment must be clearly written on the appointment. Proof of competency (Construction Regulation 2014 (1) (a)) must be attached to the back of the appointment letter. Proof of competency may be proven with degrees, diploma's, certificates and/or a short abbreviated CV as per the following example. A medical certificate (Construction Regulation 2014 (7) (8)) must be attached behind the proof of competencies. We do not accept appointment letters that has two designations on it. Each designation must have its own appointment letter.

Sample abbreviated CV:

Project name	year	Period	Contract amount	Your position

The following appointments must be made by you. Remember that in most cases one person can be appointed for more than one appointment:

- * CEO Delegation of Duties (16.2)
- * Construction Manager (CR 2014 (8) (1))
- * Assistant Construction Manager (CR 2014 (8) (2))
- * Construction Safety Officer (CR 2014 (8) (5) (6))
- * Construction Supervisor (CR 2014 (8) (7))
- * Assistant Construction Supervisor (CR 2014 (8) (8))
- * Risk Assessors (CR 2014 (9) (1))
- * Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- * Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- * Temporary Electrical Installation Controller (CR 2014 (24) (c))
- * Fire Equipment Inspector (CR 2014 (29) (h))
- * Fall Protection Planner (CR 2014 (10) (1) (a))
- * Safety Representatives (OHS Act (17))
- * First Aiders

11. List of Sub Contractors on Site

If you have contractors, you must paste a list of all Contractors on site in the safety file. It must always be kept up to date and current.

12. Mandatory Agreements with contractors and Principal agent (H&S agent if appointed)

We (PA) will see to it that a mandatory agreement is signed and entered into with NDPW and Principal Agent and between Principal agent and contractor. This agreement must be properly signed and all pages must be initialled by all parties. It refers to Section 37 1 and 2

13. Contractors Mandatory Agreements

It is contractor A's duty to see to it that a mandatory agreement is signed and entered into between contractor A and all their contractors on site before they come onto site. These agreements must be properly signed and all pages must be initialled by all parties. These mandatory agreements must be done in duplicate. One properly signed copy must be filed in your safety file. The other copy must be filed in the Contractors safety file. You must come to an agreement regarding the Safety Rep and the first aid arrangements with the Contractors. These arrangements must be written in the mandatory agreement. These arrangements are as follow; they must have at least one trained Safety Rep and at least one trained First Aider, whether they qualify to have one or not.

14. Contractors Specification Documents (CR 2014 7(c) (i))

Each one of your Contractors must be issued with a health and safety specification document written by contractor A. Remember you must issue a site specific, and a job specific health and safety specification document. We don't want to see generic specification documents. We also don't want to see this document passed onto your Contractors as your specification document to them. Write your own. Contractors must sign for their specification documents.

15. Contractors Appointment Letters (CR 2014 7(c) (v))

Each one of your Contractors must be appointed in writing as a Contractor. The original letter where contractor A informed the Contractor of the allocation of the tender to them would suffice. These documents must be filed in your safety file. Copies of these documents must also be filed in the Contractors safety files by the Contractors.

16. Contractors Safety Plans (CR 2014 7(c) (VI))

All your Contractor's safety plans must be scrutinised by Health and safety agent or NDPW OHS managers if in line with this document, the OHS Act and the Construction Regulation 2014, it must be approved by Health and safety agent or NDPW OHS managers in writing. The approval letters must be filed in the Contractors safety file and copies thereof in yours. **no work will start before the H&S file is approved.**

17. Contractors "Letter of Good Standing." (CR 2014 7(c) (iv))

None of your Contractors may be allowed to perform any work unless they submit a valid "Letter of Good Standing" as proof that they are in good standing with the Workman's Compensation Commissioner. These letters must be filed in the Contractor's Safety files and the validation dates closely monitored.

18. Contractor A's Safety Plan (CR 2014 7(2) (a))

In answer to this safety specification document, contractor A must submit a safety plan on exactly how you plan to implement and manage health and safety on the site. The safety plan must address and reference to all items mentioned in this safety specification document. The safety plan will be scrutinised by contractor and after we familiarised ourselves with the content, and only after we are satisfied that will be compliant to the OHS Act, the Construction Regulation 2014 and this specification document, will we issue an approval letter for your submitted safety plan. The approval letter must be filed with your safety plan in your safety file. Please be advised that your safety plan must be signed by contractor A's Chief Executive Officer.

WARNING:

- 1 **Do not submit a generic safety plan.** It must be specially design for your project (**site specific**)
- 2 Do not submit a safety plan that says some items in your plan may not be applicable to the site. that makes it generic. Make it site and job specific. We don't want to pick which items are applicable.
- 3 If your safety plan is approved, you are obliged to implement everything mentioned in your safety plan.
- 4 Construction Regulation 2014 (7) (1) (c) (vi)) explicitly says that we must take steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site.

19. Contractor A's Health & Safety Policy Document

You must paste your health and safety policy document in the safety file.

20. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))

You must file your signed site specific risk assessments plan/policy/procedure in the safety file. The plan/policy/procedure must be communicated to all persons on site and record there-of must be kept. Your assessment must be more or less have the basic matrix as shown below see tables

BASELINE RISK MATRIX			HAZARD EFFECT / CONSEQUENCE		
Loss type	1 Insignificant	2 minor	3 moderate	4 major	5 catastrophic
Time line	No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	may result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget	No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment return NPV loss	Less than R5m	R5m to less than R50m	R50m to less than R500m	R500m to R5b	R5b or more
Quality	No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / health	First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
environment	Minimal environmental harm - L1 incident	Material environmental harm - L2 incident remediable short term	Serious environmental harm - L2 incident remediable within LOM	Major environmental harm - L2 incident remediable post LOM	Extreme environmental harm - L3 incident irreversible
Legal & regulatory	No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts
Reputation /social / community	Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	considerable impact - regional public concern	National impact - national public concern	International impact - international public attention

LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High
2 Unlikely	The unwanted event has a probability of between 1% and less than 30% of occurring	2 Low	5 Low	9 Medium	14 Significant	19 Significant
1 Rare	The unwanted event has never occurred, has a probability of less than 1% of occurring	1 Low	3 Low	6 Medium	10 Medium	15 Significant

NO	HAZARD ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RISK REVIEW	HOW IS HAZARD TO BE DEALT WITH	BY WHOM	BY WHEN?
1.	SITE ESTABLISHMENT						
1.1	incompetent persons - incorrect stacking - procedures during site establishment	Injuries during off loading Cuts and burns Rushed activities Incorrect supervision Trip and fall Cuts Collapsing of stacks	Hand and back injuries Dropping of equipment Physical injuries Lost Time injuries Medical treatment cases Potentially fatal accidents Loss of limbs	6	The contractor must declare all employees competent in writing Contractor OHS file must be approved prior to site establishment begins Site specific safe work procedures must be followed Site -induction must be given to all employees to make them aware of the specific hazards Employees must be issued with correct PPE before work begin All workers on site must be declared medically fit by a medical practitioner	Construction supervisor - Contractor Safety Officer - CHSA (Construction Health & Safety Agent) - Construction Manager - Construction supervisor	During site establishment
1.2	OFFLOADING HEAVY EQUIPMENT AND CONTAINERS P/C SITE ESTABLISHMENT	Defective mobile crane can cause accidents Adverse weather conditions Untrained personnel/ Operators Unsafe hooking methods unstable load	Serious injury and fatalities Damage to property and equipment Potential hand & foot injuries Standing time	19	Material to be stacked on firm and level ground. Stacking to be supervised by a competent supervisor. Adequate storage area to be provided All unstable stacks to be dismantle and stacked over Load test certificate will be submitted to the client. Rope certificates must be submitted to the client. Safe load indicator must be in good working order. Over wind device must be in place and in working order. Daily checks as per checklist by operator. Checklist signed by supervisor and filed by safety officer.	- Construction Supervisor - CHSO - Construction Manager	During site establishment

LIST OF COMMEN RISKS ON THIS PROJECT SUBJECTED TO CHANGE: These risks must be tableted; see above tables for reference and then put the risk and then the remedial action for the following list of risks

You may add to the list of risks in your risks analyse

All equipment is to be installed and repaired strictly in accordance with the manufacturer's specifications and to meet the requirements of the **SANS 10360**.

Take each listed task and analyse each risk:

- Electrical strip and making safe work and all other electrical works
- Chemicals that will be used on the project for cleaning e.g. oil
- General
- Skim and undercut the main motor
- Replace faulty controller drives
- Replace faulty relays/contactors
- Repair faulty door reversal device
- Replace faulty shaft lights
- Replace dim car lights
- Replace/repair faulty extractor fan
- Replace faulty controller fans
- Provide winding tool for safeties in the motor room
- Replace board that supplies the buttons
- Re-wire controller equipment
- Replace the transformer
- Change burnt resistors on the controller
- Provide emergency telephone plates inside the car and outside main foyer
- Attend to leaking gearbox, flush and top with new oil
- Replace missing landing contact covers
- Shorten main ropes
- Replace the car door retractable skid
- Replace door v-belts
- Replace missing Floor landing contact covers
- Replace faulty floor positioning indicator
- Replace 4th floor car button
- Provide mandatory maintenance as per OHS ACT 85 of 1983
- Provide emergency telephone plates inside the car and outside main foyer
- Provide missing electrical drawings
- Replace faulty controller fans
- Replace faulty controller drives
- Replace/repair faulty extractor fan
- Repair faulty door reversal device
- Provide audible alarm and light unit
- Clean and lubricate main ropes
- Attend to leaking gearbox, flush and top with new oil
- Top up counterweight oil pots
- Replace dim car lights
- Provide winding tool for safeties in the motor room
- Replace faulty shaft lights

- Replace faulty relays/contactors
- Seal the leaking pedestal bearing
- Re-wire controller equipment
- Replace the transformer
- Change burnt resistors on the controller
- Attend to leaking gearbox, flush and top with new oil
- Rewind main motor
- Replace board that supplies the buttons
- Make ground floor lock release operational
- Fit anti twist ropes on car and counterweight
- Clear the electrical mess top of car and in the halfway box
- Empty and clean car door gearbox oil drip tray
- Recondition Door operator motor
- Fix floor landing door lock release mechanism
- Adjust landing door gap at the bottom
- Fit back missing governor cover
- Fix ladders

21. Incident/Accident Reporting Policy/Procedure

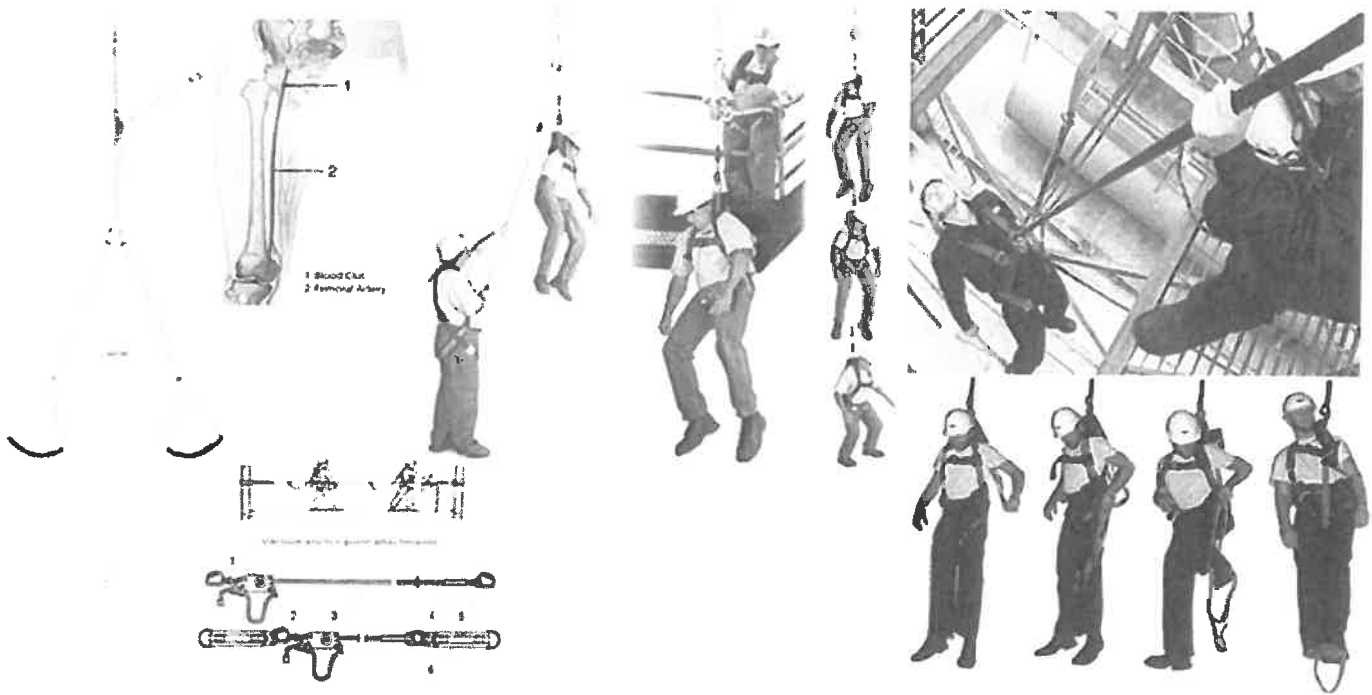
You must paste our incident/accident reporting policy/procedure document in your safety file.

22. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (i))

This specification document must be signed by your CEO and filed in your safety file.

23. Fall Protection Plan (CR 2014 10(1))

You must have a fall protection plan in your safety file. The plan must be developed by your appointed Fall Protection Planner. Your fall protection plan must be site specific and practically viable and must cover this sites anticipated fall hazards for your Work area. Do not submit a generic fall protection plan, we know them all. All persons in your employment on site must be trained in fall protection plan. The attendance register for the training must be attached to the fall protection plan. The plan must also contain a rescue plan for workers hanging from a height in a harness. You only have five minutes to rescue the person hanging from a harness. Your plan should include a practical rescue plan and equipment. Persons executing the rescue plan must be Trained in the plan. Your site management must endorse (sign) the plan.



24. Site Emergency Plan

You must familiarise yourself with the site emergency plan developed by contractor. All your employees on site must be trained on the site emergency plan. The attendance registers for the training in the site emergency plan must be signed and filed in your safety file. The emergency plan is pasted on the notice board on site. Emergency numbers is also prominently displayed on the notice board.

25. Site Rules

Our site rules, applicable to this site, are pasted on the notice board for everyone to have access to it. All your Employees on site must be trained in our site rules. The attendance registers for the training in the site rules must be signed and filed in your safety file.

26. Risk Assessments

All your tasks performed on site must be backed by a risk assessment which determined the risks, the hazards and determines the best preventative measures to minimize the risks and hazards. All the risk assessments must have:

- 1 The site name on the risk assessment.
- 2 The date on the risk assessment.
- 3 The person/s name/s that did the risk assessment and their signatures.
- 4 Managements signature - as proof of their endorsement and knowledge of the assessment.
- 5 An attendance register as proof that your employees were trained in the risk assessment.

27. Public Safety

The site is securely barricaded to keep members of the public from entering the site. The entrance to the site has access control. Make sure your visitors to the site signs the visitor's book and follow signage directing all Visitors to the site office.

28. Safety Awareness Program

Poster is displayed in conspicuous places on site depicting various safety tips. Make your employees aware of them

29. Toolbox Talks

You will do a safety talk with your employees once per week and it must be recorded as proof that you have Done so. The Toolbox talk attendance register must be filed in the safety file. Each person on site must attend a toolbox talk at least once per week. You must force the contractors to also do toolbox talks once per week and they must also keep record thereof. Topics must be meaningful, not just, e.g. "PPE" or "Safety." It must be Specific and really meaningful. Toolbox talks must be signed by the facilitator and signed off by management. Put all toolbox talks and registers in a separate file.

30. REGISTERS

Do not use checklists as registers. You must have a separate document that serves as a checklist and a separate Document as a register. A register is not a checklist and vice versa. A register is documents where you list all the items you have in stock.

31. Induction Training Register (CR 2014 (7) (5))

We, contractor, the Principal Contractor, will do the site specific induction training with everyone on site. All Induction training will be recorded by us in the induction training register. ID numbers will also be noted, so keep them close by. No person or employee will be allowed or permitted to work on the site, unless such an employee or person has undergone the site's health and safety induction training, pertaining to the hazards prevalent on the site at the time of entry. It is your responsibility to ensure that all your employees on site has indeed undergone the said induction training before they start working.

32. PPE Issue Register

You must issue your employees with the prescribed PPE free of charge. Hard hats, Overall, Steel point safety Shoes are compulsory on site. You will keep a PPE issue Register and record all PPE Issued thereon. ID numbers must also be noted. All persons must be trained in the care and correct use of their PPE. PPE issued must be Backed by a risk assessment.

33. Safety Harness Register

All your harnesses must be numbered and recorded on register. You must have a separate document that serves as a checklist. A register is not a checklist and vice versa. If you issue safety harnesses you must make the employee sign for it and you must train them in the proper use thereof and keep record of the training.

34. Hazardous Chemical Substance Register (CR 2014 (25))

All hazardous chemical substances must be listed and controlled on a register. These chemicals must be stored in a well-ventilated secure storage facility on site. Most of these chemicals on site is flammable and must be stored in your flammable goods store. These are samples of storage facilities for hazardous chemical Substances.

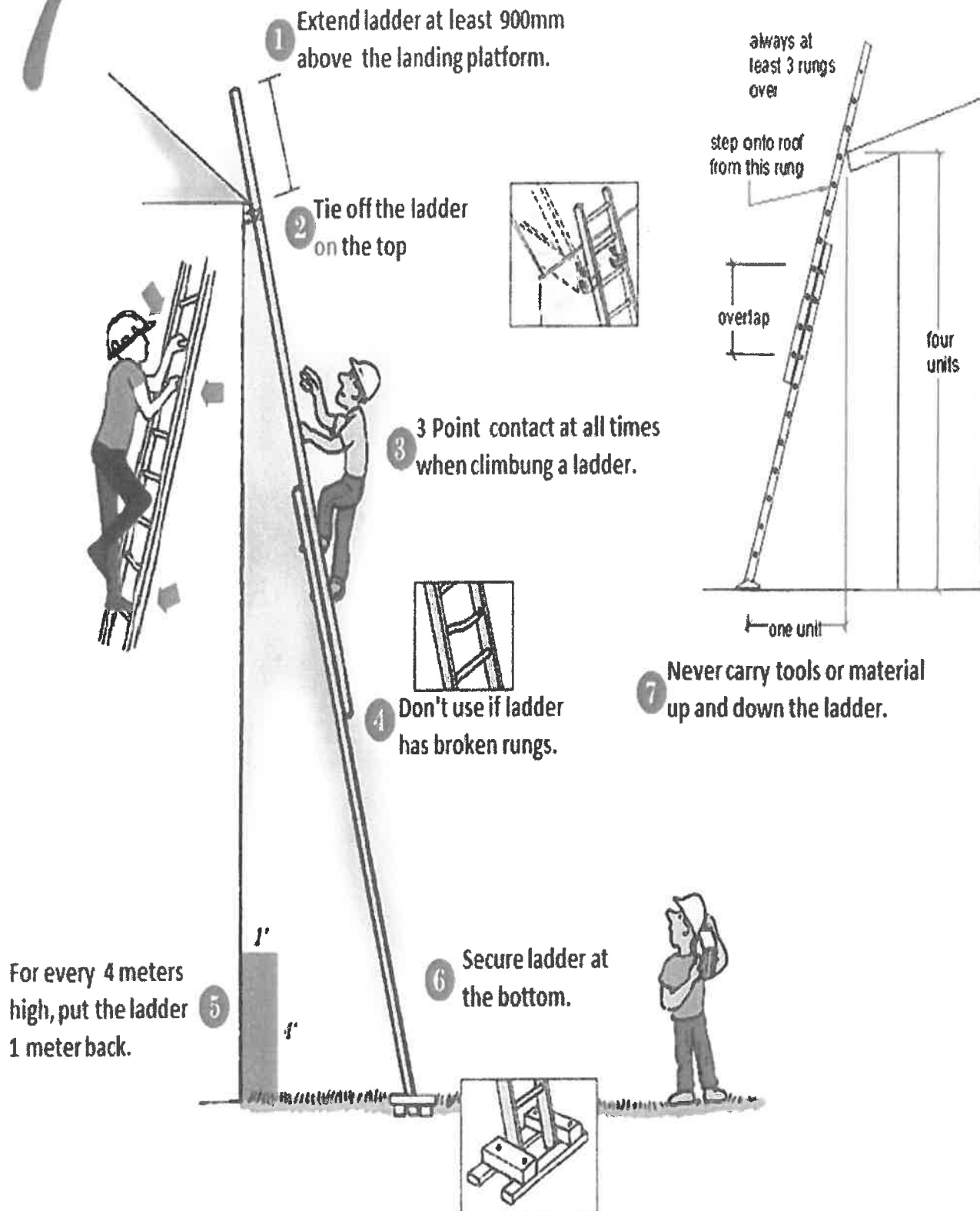


35. Ladder Register

All your ladders must be numbered and listed on a "Ladder Register" and this register must be kept up to date. No self-made ladders will be allowed on site. Study the seven rules of ladders and make sure your employees strictly adhere to it.



7 Steps to Ladder Safety



36. First Aid Register

All your first aid incidents must be recorded in your first aid register. It must also be reported to our Safety Officer.

37. Electrical Equipment Register

Your electrical equipment must be numbered and listed on an electrical equipment register. Each one of these items on the register must be inspected on their own checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

38. Fire Equipment Register

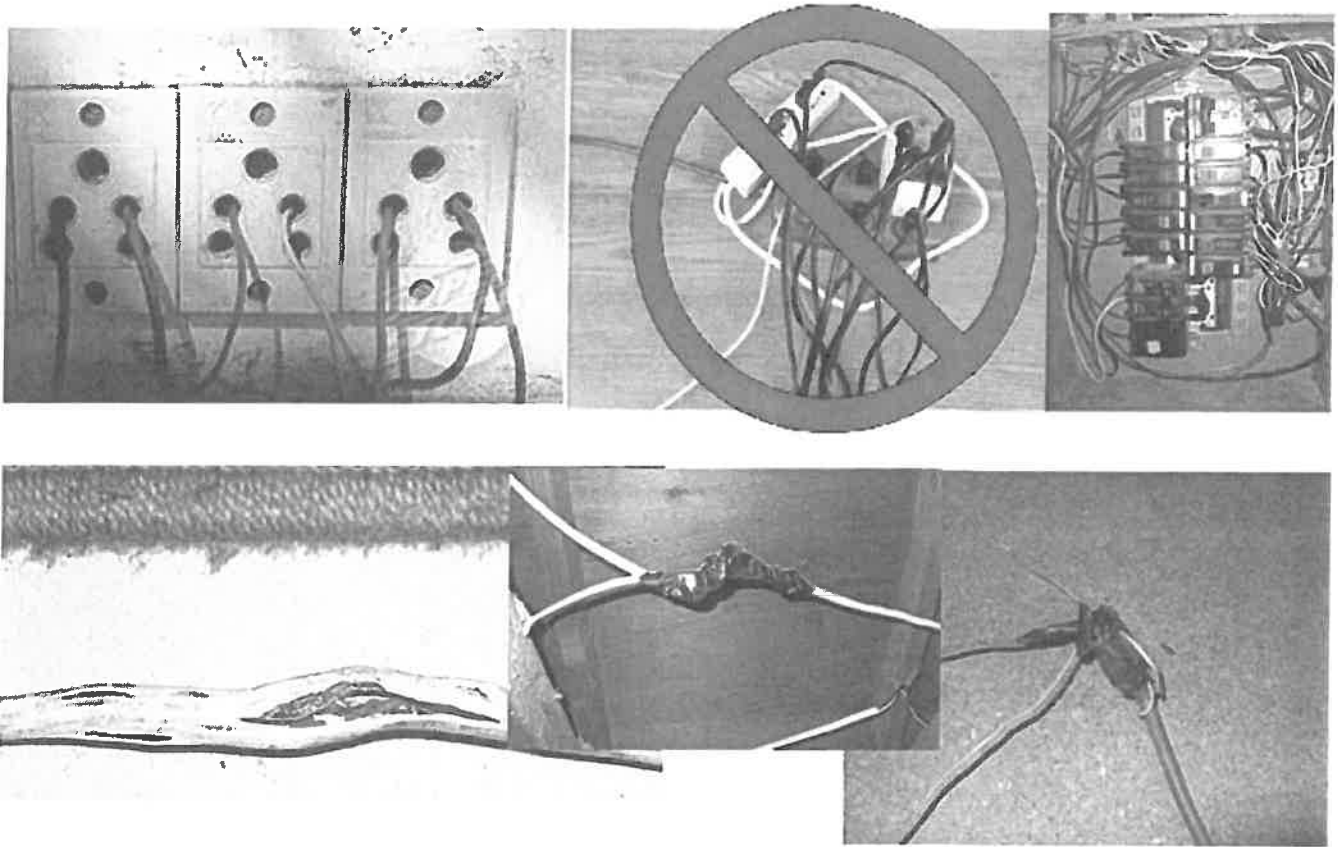
All your fire equipment must be numbered and listed on a fire equipment register. All fire equipment on register must be inspected monthly on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

39. CHECKLISTS

Checklists must be done daily, weekly or monthly depending on the type of checklist. If an item on a checklist is "OK" or "correct," the block must not be ticked, it must be initialled. The person doing the checks must initial in the block. Any discrepancies must be marked with a cross and then actioned immediately by your Construction supervisor. All checklists must be dated. All checklists must be signed by the person doing the checklist. Your Construction Supervisor must sign off the checklist. The checklist must be kept in the file for record and auditing purposes. In this document we supply a long list of possible checklists that could be used on site. Our advice is for you to have as much checklists as possible, to cover yourself.

40. Electrical safety (CR 2014 (24))

We take electrical safety very seriously. The following are examples of common unsafe electrical practices we don't want to see on our site



No joints are allowed on electric extensions cords. DB boards must have a COC certificate. We don't want to see any exposed wires like we see in the photo.

41. Competency certificates (CR 2014 (1) (a))

Where-ever this specification document prescribes a "competent" person, we will need a competency certificate issued by an accredited training service provider. All competency certificates must have the required criteria lay down by SAQA and the National Qualifications Forum (NQF), for the issuing of certificates in South Africa. All certification documents, whether a certificate or a letter, must at least, have the following criteria:
Issued

- Expiry date
- At least two signatures
- One signature – the Assessor who assessed the certificate holder
- Assessors registration number at the NQF
- Certificate number
- Contact telephone number where we can verify the authenticity of the certificate.
- Certificate holder's full names and surname
- ID Number of certificate holder

All your employees must have a medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of the attached Annexure 3.

Where contractor appoints another contractor to perform construction work, the duties determined in the Construction Regulations 2014 that apply to the principal contractor apply to the contractor, as if he or she were the principal contractor. Your file must be submitted to us for approval, well in advance, prior to you coming on site. (At least two weeks) This will prevent delays. You will not be allowed to start working on site unless our safety department gave their approval on the successful implementation of the above. This document serves as a guideline on how we want you to manage the safety program on site. It is common sense and common knowledge that the OHS Act and the Construction Regulation 2014, must be read, and implemented, in liaison with this document and all its requirements. These three are the standards we will use when we audit your safety system.

See table next page

Annexure 3
OCCUPATIONAL HEALTH AND SAFETY ACT 85 OF 1993
Medical Certificate of Fitness

Name of Employee:	ID Number:	Co Number:	Possible Exposures <small>e.g. noise, heat, tall work, poor confined space, etc.</small>	Job Specific Requirements <small>e.g. Operating Mobile Crane, Digging Trenches, Lifting Forklift & Supplement, etc.</small>	Protective Equipment <small>e.g. Dust Respirator (tight fitting), Working Gloves, etc.</small>
Occupation					

The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination.

Declaration by the Medical Examiner:

I hereby certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovesigned employee is fit to perform the duties as described by the employer in the matrix above.

Occupational Medicine Practitioner/Occupational Health Nursing Practitioner: *[Signature Line]*

Signature: _____ Date: _____
Address: _____

44. General:

- CoC ,s must be given after repair phase
- End of site specific OHS Specification was compiled by Willem Botha 0609976744 or 012 4921486 Aug 2019

End of specification

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

Tick the block if Contractor satisfactorily complied with specifications																											
DATE	PI				PI				PI				PI				PI				PI						
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M			
Programme implemented within 14 days of site handover																											
Awareness champion on site																											
HIV/AIDS awareness service provider report																											
Male condom dispenser																											
Sufficient male condoms available																											
Male condom dispenser in a highly trafficked area																											
Female condom dispenser																											
Sufficient female condoms available																											
Female condom dispenser in a highly trafficked area																											
All four types of posters displayed																											
Posters in a good condition																											
Posters in a highly trafficked area																											

Posters displayed on local support services: clinic & VCT centre							
Support service poster/s in highly trafficked area							
Support service poster/s in a good condition							

**SCHEDULE
A**

<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							

Representative/Agent

Date

Contractor

Date

SCHEDULE
A

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

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

Deviations from HIV/AIDS awareness programme plan:

--

Corrective actions:

--

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE A

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

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: WORKSHOP CONTENT ADDRESSED

<i>Fill in the applicable information with regard to each workshop conducted</i>																																
DATE	W/S				W/S				W/S				W/S				W/S				W/S				W/S							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M				
Content of workshop: (Mark the content included)																																
SLO1																																
SLO2																																
SLO3																																
SLO4																																
SLO5																																
SLO6																																
SLO7																																
Indicate the duration of the workshop in hours																																
Total number of Workers																																
Indicate workshop venue																																

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

**SCHEDULE
B**

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name: _____

Project Location: _____

Contract value of project: R_____

Department of Public Works Project Manager: _____

HIV/AIDS Programme duration: (ccyy/mm/dd) _____ to
(ccyy/mm/dd) _____

AWARENESS MATERIAL

Describe location of posters displayed during the
programme: _____

Comments on posters: _____

Indicate total number of booklets distributed: _____

Comments on booklets: _____

CONDOMS

Indicate total number of male condoms
distributed: _____

Indicate total number of female condoms
distributed: _____

Describe where male condom dispenser was
placed: _____

Describe where female condom dispenser was
placed: _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops
conducted: _____

Indicate the duration of workshops: _____

Indicate the total number of Workers that participated in the HIV/AIDS
workshops: _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction
Industry: _____

Comments on HIV/AIDS workshops on site: _____

SCHEDULE C

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