

C2.1 Pricing Instructions

PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS				
Tender / Quotation no:	PEQ07/2022	WCS no:	055562	Reference no:	14/1/3/1/6439/5049

C2.1 Pricing Assumptions

C2.1.1 BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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 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.

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 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.

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.

No alterations, erasures, omissions, or additions are allowed to be made to the text and/or conditions contained in these Bills of Quantities. If any such alteration, amendment, note or addition is made, it will not be recognised and the Bills of Quantities will be deemed to be as originally drawn up by the Quantity Surveyor.

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.

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 Standard System for Measuring Builders’ Work 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”

C2.1.2 VALUE ADDED TAX

- (a) 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

C2.1.3 CORRECTION OF ENTRIES

- (b) 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.

C2.1.4 ARITHMETICAL ERRORS

- (c) 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.

C2.1.5 TRADE NAMES

- (d) 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.

C2.1.6 CONTRACT DOCUMENTS

- (e) 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.

C2.1.7 FIXED PRICE CONTRACT

- (a) Tenderers are to take note that contract price adjustments **are not applicable** to this contract. Tenderers should therefore make provision in the **contract sum**, schedule of rates, etc., for possible price increases during the contract period, as no claims in this regard shall be entertained.
- (b) The Bills of Quantities document is not a fixed price contract and the Tenderers are to take note that contract price adjustments (CPAP) are applicable to this contract

C2.1.8 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.

C2.1.9 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.

C2.1.10 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.

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.

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.

C2.1.11 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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.

C2.1.11.1 MINIMUM THIRTY PERCENT 30% SUB-CONTRACTING CONTRACT PARTICIPATION GOAL

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

30% Mandatory subcontracting is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

C2.1.11.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.2. 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.

C2.1.11.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.3. 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.

C2.1.11.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL

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

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.4. 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.

C2.1.11.5 CIDB BUILD PROGRAMME: MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.5. 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.

C2.1.11.6 CIDB BUILD PROGRAMME: MINIMUM TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

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

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator

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

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

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

Payment

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

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

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

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

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

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

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

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

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

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)**

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

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

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

Table 3: Notional Cost of Training; Headcount

Source: cidb Standard for Skills Development

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

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

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

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

Table 4: Notional cost recalculation upon appointment of beneficiaries

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

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

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.2 (EC) SCOPE OF WORKS C3.6.7. 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.

C2.1.11.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

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

C2.2 Submission of Accrual Reports

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

Part 3: Scope of Work

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

Project title:	EASTERN CAPE SAPS: WILLOWMORE SAPS: INSTALLATION OF 1 X 10 000 LITRES WATER TANKS WITH PUMPS		
Tender / Quotation no:	PEQ07/2022	Reference no:	14/1/3/1/6439/5049

C3. Scope of Works

C3.1 EXTENT OF THE WORKS

Construct and install water tanks with pumps and reticulation in accordance with the specification and PW271-A.

C3.2 ORDER OF THE WORKS

No procedure affecting the works

C3.3 BUILDINGS OCCUPIED

Ablution facilities (works thereto part of the scope) will be occupied and in use during the construction period.

C3.4 ACCESS

None

Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, Government Gazette No. 42021 of 9 November 2018.

C3.5 STANDARD MINIMUM REQUIREMENTS

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

C3.5.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011

C3.5.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013

C3.5.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013

C3.5.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017

C3.5.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017

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

- C3.5.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.5.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.5.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.6 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

C3.6.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

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

30% Mandatory subcontracting is *not applicable* to this project.

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

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

- (a) SMME's involvement of at least **not applicable** of the tender amount at the time of tender to be sourced from within **not applicable** radius of the project site with the intention to maximize use of local SMMEs within **not applicable**
- (b) SMME's involvement of at least **not applicable** of the Tender Value to be sourced from within **not applicable** radius of the project site.

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

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

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

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

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

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

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

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

C3.6.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **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** 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** 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 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.

C3.6.3 Minimum Targeted Local Building Material Suppliers Contract Participation Goal

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

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

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

A targeted supplier is a targeted enterprise that

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

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

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

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

C3.6.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

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

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the **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.

C3.6.5 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

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

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract, is to promote enterprise development by providing for a minimum contract participation goal (CPG) of **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 bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The lead partner or main contractor shall dedicate a **minimum 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**

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.

C3.6.5.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.6.5.2 Management

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

C3.6.5.3 Competence Criteria for an Enterprise Development Co-ordinator

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

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

C3.6.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.6.5.5 The Key Personal

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

C3.6.5.6 Management Meetings

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

C3.6.5.7 Forms for contract administration

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

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

C3.6.5.8 Records

The contractor shall:

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

C3.6.5.9 Payment Certificates

The contractor shall:

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

C3.6.5.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

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

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

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

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

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

C3.6.6.1 Methodology

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

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

C3.6.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

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

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

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

C3.6.8 LABOUR-INTENSIVE WORKS

Labour Intensive Works is *applicable* to this project.

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

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

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

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

C3.6.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

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

b) cohesive materials:

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

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

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

Trench excavation

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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements

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

C3.7 Submission of Accrual Reports

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

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

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.

Examples of calculating CPGs and related penalties

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

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

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

1.1. 30% SMME mandatory subcontracting CPG

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

CPG calculation example:

“Tender Amount” = R150 mil

CPG 30% subcontracting value = R45 Mil

Calculation of penalty:

Percentage penalty applicable = 5% as specified in the Scope of Works (PG01.2)

CPG Achieved = R30 Mil (R15 Mil shortfall)

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

1.2 Targeted Local Building Material Manufacturers CPG

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

CPG calculation example:

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

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

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

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

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.2)

CPG target value = R6,5 Mil excluding VAT

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

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

1.3 Targeted Local Building Material Suppliers CPG

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

CPG calculation example:

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

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

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”.

CPG to be achieved = 5% as specified in the Scope of Works (PG01.2)
CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.2)
CPG target value = R6,5 Mil excluding VAT
CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT
Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.4 Targeted Local Labour Skills Development CPG

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

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
“Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
Number of working days required to complete the Works based on the construction period = 600 days
CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.2)
Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.2)
CPG = 600 working days x 30% = 180 working days training to be provided
CPG Achieved = 160 days (20 days shortfall where no training was provided)
Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.5 National Youth Service Programme (NYS) CPG

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

Calculation of penalty:

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

1.6 Labour Intensive Works CPG

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

CPG calculation example:

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

Calculation of penalty:

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

1.7 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” =

Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.2) per working day where training was not provided.

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

Part 1: Calculation of 5% CPG example:

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

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

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

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

Calculation of penalty

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

CPG Minimum 5% = R6,5 Mil

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

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

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

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

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

Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6

Total number trained = 4 (2 Shortfall)

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

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

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

“Contract amount” Tender amount excl. allowances and VAT. 130 000 000

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

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

Contract period (months) 24

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

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

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

construction works.

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

CPG Calculation

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

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

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

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

Contractor CPG:

CPG calculation

“Contract amount” x factor from Table 3 above.

CPG calculation example:

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

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

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

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

Calculation of penalty:

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

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 b5d award and after bid award and appointment of beneficiaries

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

Table 4: Notional cost recalculation upon appointment of beneficiaries.

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

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000

Method3: 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

Item
No

Quantity Amount

BILL NO 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

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

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1-Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

1 A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

COMMENCEMENT DATE" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it

Carried Forward

R

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

Brought Forward

R

with the following:

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of **"Construction Period"** is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of **"Corrupt Practice"** is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of **"Fraudulent Practice"** is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of **"Interest"** is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no. 1 of 1999).

Clause 1.1 Definition of **"Principal Agent"** is amended by replacing it with the following:

"PRINCIPAL AGENT" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of **"Security"** is amended by replacing it with the following:

"SECURITY" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Carried Forward

R

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

	Brought Forward	R	
	<p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "pre-paid registered post or telefax"</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	<u>OBJECTIVE AND PREPARATION</u>		
2	A2.0 OFFER, ACCEPTANCE AND PERFORMANCE		
	<p>Clause 2.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
3	A3.0 DOCUMENTS		
	<p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with 14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
4	A4.0 DESIGN RESPONSIBILITY		
	<p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

	Brought Forward		R
5	A5.0 EMPLOYER'S AGENTS Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 Fixed:_____ Value:_____ Time:_____	Item	
6	A6.0 SITE REPRESENTATIVE Clause 6.0 Fixed:_____ Value:_____ Time:_____	Item	
7	A7.0 COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed:_____ Value:_____ Time:_____	Item	
8	A8.0 WORKS RISK Clause 8.0 Fixed:_____ Value:_____ Time:_____	Item	
9	A9.0 INDEMNITIES Clause 9.0 Fixed:_____ Value:_____ Time:_____	Item	
10	A10.0 WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 10.5 Damage to the Works (a) Without in any way limiting the contractor's obligations in terms of the		
	Carried Forward		R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward

R

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

- (b) 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**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** 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 caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** 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 the **site**, whether belonging to or under the control of the **employer** 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 negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the

Carried Forward

R

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

Brought Forward

R

purpose of executing the **works** until the issue of the **certificate of practical completion**

- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately 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**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that may result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or

Carried Forward

R

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

		R
	Brought Forward	
	<p>damage to any moveable or 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 movement, a mentioned above, which occurred during the period of the contract</p> <p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calender days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p> <p>10.7.4 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 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>Fixed: _____ Value: _____ Time: _____</p>	
11	A11.0 LIABILITY INSURANCES	
	<p>Clause 11.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
12	A12.0 EFFECTING INSURANCES	
	<p>Clause 12.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item
13	A13.0 No Clause	Item
14	A14.0 SECURITY	
	<p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p>	
	Carried Forward	
	<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>	R

<p style="text-align: right;">Brought Forward</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calender days from commencement date. Should the contractor fail to select the security to be provided <u>or</u> should the contractor fail to provide the employer with the selected security within twenty-one (21) calender days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calender days from commencement date</p> <p>14.3.2 Within twenty-one (21) calender days of the day of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calender days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the</p>	<p>R</p>
<p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>	<p>R</p>

<p style="text-align: right;">Brought Forward</p> <p>contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calender days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calender days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calender days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in</p>	R	
Carried Forward	R	
Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

<p style="text-align: right;">Brought Forward</p> <p>value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calender days from commencement date</p> <p>14.6.2 Within twenty-one (21) calender days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable</p> <p>Fixed: _____ Value: _____ Time: _____</p>	R	
<p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>	R	

Brought Forward

R

EXECUTION

15 A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 And acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days of commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value: _____ Time: _____

Item

16 A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed: _____ Value: _____ Time: _____

Item

17 A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1.11 is amended by deleting the words "and the appointment of **nominated** and **selected subcontractors**"

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

		Brought Forward	R
18	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value: _____ Time: _____		Item
19	A19.0 ASSIGNMENT Clause 19.0 Fixed: _____ Value: _____ Time: _____		Item
20	A20.0 NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value: _____ Time: _____		Item
21	A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed: _____ Value: _____ Time: _____		Item
22	A22.0 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value: _____ Time: _____		Item
23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value: _____ Time: _____		Item
		Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward

R

COMPLETION

24 A24.0 PRACTICAL COMPLETION

Clause 24.0

Fixed: _____ Value: _____ Time: _____

Item

25 A25.0 WORKS COMPLETION

Clause 25.0

Fixed: _____ Value: _____ Time: _____

Item

26 A26.0 FINAL COMPLETION

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed: _____ Value: _____ Time: _____

Item

27 A27.0 LATENT DEFECTS LIABILITY PERIOD

Clause 27.0

Fixed: _____ Value: _____ Time: _____

Item

28 A28.0 SECTIONAL COMPLETION

Clause 28.0

Fixed: _____ Value: _____ Time: _____

Item

29 A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

		Brought Forward	R
30	<p>A30.0 PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>PAYMENT</u></p>		Item
31	<p>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Alternative B</p> <p>31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates</p>		
		Carried Forward	R
	<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

Brought Forward

R

issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the **final payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the **final payment certificate**

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: _____ Value: _____ Time: _____

Item

32 **A32.0 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: _____ Value: _____ Time: _____

Item

33 **A33.0 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

Brought Forward

R

34 A34.0 FINAL ACCOUNT AND FINAL PAYMENT

Clause 34.0

Clause 34.1 is amended by removing "#" next to 34.1

Clause 34.2 is amended by inserting "#" next to 34.2

Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) **calender days**" with "twenty-one (21) **calender days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

Fixed: _____ Value: _____ Time: _____

Item

35 A35.0 PAYMENT TO OTHER PARTIES

Clause 35.0

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

Brought Forward

R

CANCELLATION

36 A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

Brought Forward

R

37 A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value: _____ Time: _____

Item

38 A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: _____ Value: _____ Time: _____

Item

39 A39.0 CANCELLATION - CESSATION OF THE WORKS

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) **working days** of completion of such a report"

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

		Brought Forward	R
	<u>DISPUTE</u>		
40	A40.0 DISPUTE SETTLEMENT		
	Clause 40.0		
	Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"		
	Clause 40.6 is amended by removing the reference to:		
	No clause		
	Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:		
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs		
	Fixed: _____ Value: _____ Time: _____		Item
	<u>SUBSTITUTE PROVISIONS</u>		
41	A41.0 STATE CLAUSES		
	Clause 41.0		
	Fixed: _____ Value: _____ Time: _____		Item
	<u>CONTRACT VARIABLES</u>		
42	THE SCHEDULE (DPW-04EC)		
	Clause 42.0		
	Tenderers are referred to the Contract Data (DPW-04EC) for variables pertaining to this contract		Item
	<u>SECTION B - JBCC PRELIMINARIES</u>		
		Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward

R

B1.0 DEFINITIONS AND INTERPRETATION

43 B1.1 Definition and interpretation

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: _____ Value: _____ Time: _____

Item

B2.0 DOCUMENTS

44 B2.1 Checking of documents

Fixed: _____ Value: _____ Time: _____

Item

45 B2.2 Provisional bills of quantities **YES**

Fixed: _____ Value: _____ Time: _____

Item

46 B2.3 Availability of construction documentation

Fixed: _____ Value: _____ Time: _____

Item

47 B2.4 Interest of agents

Fixed: _____ Value: _____ Time: _____

Item

48 B2.5 Priced documents

Fixed: _____ Value: _____ Time: _____

Item

49 B2.6 Tender submission

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: _____ Value: _____ Time: _____

Item

B3.0 THE SITE

50 B3.1 Defined works area

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

		Brought Forward	R
51	B3.2 Geotechnical investigation N/A Fixed:_____ Value:_____ Time:_____		Item
52	B3.3 Inspection of the site Fixed:_____ Value:_____ Time:_____		Item
	No claims for extras arising from the contractor having failed to comply with this clause will be entertained		
53	B3.4 Existing premises occupied Fixed:_____ Value:_____ Time:_____		Item
54	B3.5 Previous work - dimensional accuracy Fixed:_____ Value:_____ Time:_____		Item
55	B3.6 Previous work - defects Fixed:_____ Value:_____ Time:_____		Item
56	B3.7 Services - known Fixed:_____ Value:_____ Time:_____		Item
57	B3.8 Services - unknown Fixed:_____ Value:_____ Time:_____		Item
58	B3.9 Protection of trees Fixed:_____ Value:_____ Time:_____		Item
59	B3.10 Articles of value Fixed:_____ Value:_____ Time:_____		Item
60	B3.11 Inspection of adjoining properties Fixed:_____ Value:_____ Time:_____		Item
		Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward

R

B4.0 MANAGEMENT OF CONTRACT

61 B4.1 Management of the works
Fixed: _____ Value: _____ Time: _____

Item

62 B4.2 Programme for the works
Fixed: _____ Value: _____ Time: _____

Item

63 B4.3 Progress meetings
Fixed: _____ Value: _____ Time: _____

Item

64 B4.4 Technical meetings
Fixed: _____ Value: _____ Time: _____

Item

65 B4.5 Labour and plant records
Fixed: _____ Value: _____ Time: _____

Item

B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS

66 B5.1 Samples of materials
Fixed: _____ Value: _____ Time: _____

Item

67 B5.2 Workmanship samples
Fixed: _____ Value: _____ Time: _____

Item

68 B5.3 Shop drawings
Fixed: _____ Value: _____ Time: _____

Item

69 B5.4 Compliance with manufacturers' instructions
Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

	Brought Forward		R	
	<u>B6.0 TEMPORARY WORKS AND PLANT</u>			
70	B6.1 Deposits and fees			
	Fixed: _____ Value: _____ Time: _____		Item	
71	B6.2 Enclosure of the works			
	Fixed: _____ Value: _____ Time: _____		Item	
72	B6.3 Advertising			
	Fixed: _____ Value: _____ Time: _____		Item	
73	B6.4 Plant, equipment, sheds and offices			
	Fixed: _____ Value: _____ Time: _____		Item	
74	B6.5 Main notice board N/A			
	Fixed: _____ Value: _____ Time: _____		Item	
75	B6.6 Subcontractors notice board N/A			
	Fixed: _____ Value: _____ Time: _____		Item	
	<u>B7.0 TEMPORARY SERVICES</u>			
76	B7.1 Location			
	Fixed: _____ Value: _____ Time: _____		Item	
77	B7.2 Water			
	Fixed: _____ Value: _____ Time: _____		Item	
78	B7.3 Electricity			
	Fixed: _____ Value: _____ Time: _____		Item	
79	B7.4 Telecommunication facilities			
	Fixed: _____ Value: _____ Time: _____		Item	
		Carried Forward	R	
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office			

		Brought Forward	R
80	B7.5 Ablution facilities Fixed: _____ Value: _____ Time: _____		Item
	<u>B8.0 PRIME COST AMOUNTS</u>		
81	B8.1 Responsibility for prime cost amounts Fixed: _____ Value: _____ Time: _____		Item
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>		
82	B9.1 General attendance Fixed: _____ Value: _____ Time: _____		Item
83	B9.2 Special attendance Fixed: _____ Value: _____ Time: _____		Item
84	B9.3 Commissioning - fuel, water and power Fixed: _____ Value: _____ Time: _____		Item
	<u>B10.0 FINANCIAL ASPECTS</u>		
85	B10.0 Statutory taxes, duties and levies Fixed: _____ Value: _____ Time: _____		Item
86	B10.2 Payment of preliminaries Fixed: _____ Value: _____ Time: _____		Item
87	B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site " with "when submitting his priced bills of quantities / lump sum document " Fixed: _____ Value: _____ Time: _____		Item
		Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

		Brought Forward	R
88	B10.4 Payment certificate cash flow Fixed:_____ Value:_____ Time:_____		Item
	<u>B11 GENERAL</u>		
89	B11.1 Protection of the works Fixed:_____ Value:_____ Time:_____		Item
90	B11.2 Protection/isolation of existing/sectionally occupied works Fixed:_____ Value:_____ Time:_____		Item
91	B11.3 Security of the works Fixed:_____ Value:_____ Time:_____		Item
92	B11.4 Notice before covering work Fixed:_____ Value:_____ Time:_____		Item
93	B11.5 Disturbance Fixed:_____ Value:_____ Time:_____		Item
94	B11.6 Environmental disturbance Fixed:_____ Value:_____ Time:_____		Item
95	B11.7 Works cleaning and clearing Fixed:_____ Value:_____ Time:_____		Item
96	B11.8 Vermin Fixed:_____ Value:_____ Time:_____		Item
97	B11.9 Overhand work Fixed:_____ Value:_____ Time:_____		Item
		Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

		Brought Forward	R
98	B11.10 Instruction manuals and guarantees Fixed:_____ Value:_____ Time:_____		Item
99	B11.11 As built information Fixed:_____ Value:_____ Time:_____		Item
100	B11.12 Tenant installations Fixed:_____ Value:_____ Time:_____		Item
	<u>B12 SCHEDULE OF VARIABLES</u>		
101	B12.1--Schedule of variables This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries . Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule . Key cross reference clauses are italicised in [] brackets Fixed:_____ Value:_____ Time:_____		Item
	12.1 PRE-TENDER INFORMATION		
	12.1.1 Provisional bills of quantities [2.2] The quantities are provisional YES		
	12.1.2 Availability of construction documentation [2.3] Construction documentation is complete - Bills of Quantities Only		
	12.1.3 Interests of agents [2.4] Details: The professional team has no financial interest in this contract		
	12.1.4 Defined works area [3.1] The works area is confined to existing Willomore SAPS site in the Eastern Cape.		
		Carried Forward	R
	Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office		

	Brought Forward	R
<p>12.1.5 Geotechnical investigation [3.2] Details: No Geotechnical investigation was carried out.</p> <p>12.1.6 Existing premises occupied [3.4] Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document.</p> <p>12.1.7 Previous work - dimensional accuracy [3.5] Details: The accuracy of the existing building work is accepted</p> <p>12.1.8 Previous work - defects [3.6] Details: The defects are accepted</p> <p>12.1.9 Service - known [3.7] Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting</p> <p>12.1.10 Protection of trees [3.9] Specific requirements: N/A</p> <p>12.1.11 Inspection of adjoining properties [3.11] Specific requirements: None</p> <p>12.1.12 Enclosure of the works [6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the safety of pupils and staff during all hours</p> <p>12.1.13 Offices [6.4.3] Specific requirements: The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair. The office shall be kept clean and fit for use at all times.</p>		
	Carried Forward	R
<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

	Brought Forward	R
<p>12.1.14 Main notice board [6.5] Specific requirements: N/A</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.</p> <p>The notice board for the EPWP is also to be erected in accordance with the forgoing board.</p>		
<p>12.1.15 Subcontractors notice board [6.6] A notice board is required NO Specific requirements: NONE</p>		
<p>12.1.16 Water [7.2] Option A (by contractor) YES</p> <p style="padding-left: 20px;">Option B (by employer - free of charge) NO</p> <p style="padding-left: 20px;">Option C (by employer - metered) NO</p>		
<p>12.1.17 Electricity [7.3] Option A (by contractor) NO</p> <p style="padding-left: 20px;">Option B (by employer - free of charge) YES</p> <p style="padding-left: 20px;">Option C (by employer - metered) NO</p>		
<p>12.1.18 Telecommunications [7.4] Telephone YES</p> <p style="padding-left: 20px;">Facsimile No</p> <p style="padding-left: 20px;">E-mail YES</p>		
	Carried Forward	R
<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

	Brought Forward	R
<p>12.1.19 Ablution facilities [7.5] Option A (by contractor) YES</p> <p style="padding-left: 40px;">Option B (by employer) NO</p>		
<p>12.1.20 Protection of existing/sectionally occupied works [11.2] Protection is required YES</p>		
<p>12.1.21 Special attendance [9.2] Subcontractor (1) details: N/A</p> <p style="padding-left: 40px;">Subcontractor (2) details: N/A</p> <p style="padding-left: 40px;">Subcontractor (3) details: N/A</p> <p style="padding-left: 40px;">Subcontractor (4) details: N/A</p>		
<p>12.1.22 Protection of the works [11.1] Specific requirements: None</p>		
<p>12.1.23 Disturbance [11.5] Specific requirements:</p> <p style="padding-left: 40px;">The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</p>		
<p>12.1.24 Environmental disturbance [11.6] Specific requirements: NONE</p>		
<p>12.2 POST-TENDER INFORMATION</p>		
<p>12.2.1 Payment of preliminaries [10.2] Option A (prorated) YES / NO</p> <p style="padding-left: 40px;">Option B (calculated) YES / NO</p>		
<p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) YES / NO</p> <p style="padding-left: 40px;">Option B (detailed breakdown) YES / NO</p>		
	Carried Forward	R
<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

Brought Forward

R

12.2.3 **Additional agreed preliminaries items**
Details:

SECTION C - SPECIFIC PRELIMINARIES

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

102 C1 CONTRACT DRAWINGS N/A

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

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

Fixed: _____ Value: _____ Time: _____

Item

103 C2 PREAMBLES

The document " Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za> under "Consultants Guidelines") and shall be read in conjunction with the **bills of quantities** and be referred to for the full descriptions of work to be done and materials to be used

The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and **bills of quantities**.

Fixed: _____ Value: _____ Time: _____

Item

104 C3 TRADE NAMES

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

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

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

	Brought Forward		R
105	<p>C4 IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
106	<p>C5 VIEWING THE SITE IN SECURITY AREAS</p> <p>The site is situated in a security area and the tenderer must arrange with the responsible officer of Correctional Services to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
107	<p>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
108	<p>C7 ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	Carried Forward		R
	<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

	Brought Forward		R
109	<p>C8 SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
110	<p>C9 PROHIBITION ON TAKING PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
	<p>C10 HIV/AIDS AWARENESS N/A</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regards shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>		
	Carried Forward		R
	<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>		

		Brought Forward	R
111	<p>C10.1 AWARENESS CHAMPION N/A</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
112	<p>C10.2 AWARENESS WORKSHOPS N/A</p> <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
113	<p>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC. N/A</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the contract period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
114	<p>C10.4 ACCESS TO CONDOMS N/A</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
115	<p>C10.5 MONITORING N/A</p> <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		Carried Forward	R
<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward

R

116 C11 OCCUPATIONAL HEALTH AND SAFETY ACT

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

The **contractor** shall comply with all the requirements set out for compliance with the COVID regulations.

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

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

Preparation of the Contractor's site specific Health and Safety Plan
 Item 1

Fixed: _____ Value: _____ Time: _____

Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations
 Item 1

Fixed: _____ Value: _____ Time: _____

Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations
 Months 3

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

		Brought Forward
117	<p>C12 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</p> <p>The contractor shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Works for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p> <p>The contractor shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the principal agent within 28 calender days</p> <p>The contractor shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the "Guidelines for the Implementation of Labour intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>	R
		Item
	Carried Forward	R
	<p>Bill No. 1 Preliminaries Professional Services NDPW & I - Port Elizabeth Regional Office</p>	

Brought Forward

R

118 C13 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) N/A

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

The **contractor** shall identify a minimum of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them as per aforementioned specification and as elsewhere measured in these **bills of quantities**

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

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

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

Fixed: _____ Value: _____ Time: _____

Item

119 C14 USE OF LOCAL SMME's

It is the requirement of the **employer** that the **contractor** enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and **labour intensive construction techniques** careful and considered construction planning

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

(a) SMME's involvement of at least 5% of the contract value to be sourced from within 50km of the project site

Carried Forward

R

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

Brought Forward

R

(b) SMME's involvement of at least 25% of the contract value to be sourced from within 400km of the project site

It is the requirement of the **employer** that the **contractor** shall **sub-contract a minimum of 30%** of their contract value to any one or more of the following categories: **N/A**

- (a) An EME or QSE
- (b) An EME or QSE which is at least 51% owned by black people
- (c) An EME or QSE which is at least 51% owned by black people who are youth
- (d) An EME or QSE which is at least 51% owned by black people who are women
- (e) An EME or QSE which is at least 51% owned by black people with disabilities
- (f) An EME or QSE which is at least 51% owned by black people living in rural or underdevelop areas or townships
- (g) A co-operative which is at least 51% owned by black people
- (h) An EME or QSE which is at least 51% owned by black people who are Military vererans

Contractors are refered to the CSD for a list of prospective sub-contractors. Contractors must ensure that their proposed sub-contractor(s) conform to the following:

1. Possess necessary accreditation where applicable;
2. Be registered with relevant bodies (CIDB, various Councils,etc.) where applicable;
3. Possess necessary capabilities to deliver the sub-contract work;
4. Meet the requirements in terms of the stipulated designated groups;
5. Geographical located at the place where the project will be delivered.

Geographical location must be determined using the following criteria:

- (a) Relevant ward, if not available;
- (b) Relevant neighbouring wards, if not available;
- (c) Relevant Local Municipality, if not available;
- (d) Relevant District Municipality, if not available;
- (e) Relevant Metro, if not available;
- (f) Relevant Province, if not available;
- (g) Relevant neighbouring Province, if not available;
- (h) Anywhere within the borders of South Africa.

The 30% should be allowcated to SMME's in the following CIDB graded catagories at the percentages specified:

CIDB Grade 2 with max. value range of R 650,000	40%
CIDB Grade 3 with max. value range of R 2,000,000	30%
CIDB Grade 4 with max. value range of R 4,000,000	30%

Failure to achieve the above-mentioned 30% SMME participation goal shall

Carried Forward

R

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

Brought Forward

R

result in a penalty of 3% of the contract value to be deducted by the Employer

The contractor must provide proof of agreements reached with SMME's from a list of SMME's provided by the department. These agreements are to be provided at the closing date of the tender and will form part of the contractors responsiveness criteria.

The contractor must provide all the necessary proof and documentation that the 30% SMME's participation goals have been reached.

All costs in complying with the above-mentioned requirements must be priced under this item, no additional claims whatsoever shall be entertained with regards to the above-mentioned requirements.

Fixed: _____ Value: _____ Time: _____

Item

120

C15 USE OF LOCAL BUILDING MATERIALS

Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371
- (b) The availability of such materials shall not adversely affect the desired progress of the specific works
- (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof
- (d) Materials of at least 10% of the contract value to be sourced from within 50km of the project site
- (e) Material of at least 20% of the contract value to be sourced from within 400km of the project site

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

Fixed: _____ Value: _____ Time: _____

Item

Carried Forward

R

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

Brought Forward

R

121

C16 : EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

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

The **contractor** shall enter into an employment agreement with all workers and provide certified copies of such agreements and Identity documents of the workers to the principal agent within 28 calendar days.

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

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

Fixed: _____ Value: _____ Time: _____

Item

Carried to Summary

R

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

Item No		Quantity	Rate	Amount
	<u>BILL No. 2</u>			
	<u>ALTERATIONS</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Breaking up and removing mass concrete:</u>			
1	Surface beds and slabs	m3	1	
2	Strip footings and foundations	m3	1	
	<u>Breaking down and removing brickwork, etc.:</u>			
3	Half brick walls.	m2	3	
4	One brick walls.	m2	5	
	<u>Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>			
5	Rainwater pipes and holderbats	m	12	
6	Eaves gutters and brackets.	m	60	
	Carried to Summary			R
	Bill No. 2 Alterations Professional Services NDPW & I - Port Elizabeth Regional Office			

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 3EARTHWORKS</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Nature of material to be excavated</u></p> <p>The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"</p> <p><u>Carting away of excavated material</u></p> <p>Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site</p> <p><u>SITE CLEARANCE</u></p> <p><u>Site clearance</u></p>			
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	32	
	<p><u>REMOVAL OF TREES ETC</u></p> <p style="text-align: right;">Carried Forward</p>			R
	<p>Bill No. 3 Earthworks Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward			R
<u>Taking out and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>			
2	Tree stump not exceeding 1m high, exceeding 200mm and not exceeding 500mm girth	No	1
<u>Cutting down and removing, grubbing up roots, filling in holes and compacting to 90% Mod AASHTO density</u>			
3	Tree exceeding 200mm and not exceeding 500mm girth	No	1
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>			
<u>EXCAVATIONS ETC</u>			
<u>Digging up topsoil</u>			
4	Digging up topsoil to an average depth of 150mm and preserving for use of filling	m2	13
<u>Soft excavation not exceeding 2m deep</u>			
5	Trenches	m3	11
<u>Extra over trench and hole soft excavations for</u>			
6	Soft rock	m3	1
7	Hard rock	m3	1
<u>Extra over excavations in earth for breaking up and removing</u>			
8	Brickwork	m3	1
9	Unreinforced concrete	m3	1
10	Reinforced concrete	m3	1
Carried Forward			R
Bill No. 3 Earthworks Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
<u>Extra over all excavations for carting away</u>			
11	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	5
<u>Risk of collapse of excavations</u>			
12	Sides of trench and hole excavations not exceeding 1,5m deep	m2	3
<u>Keeping excavations free from water</u>			
13	Keeping excavations free from mud and all water other than from subterranean sources		Item
<u>FILLING, ETC</u>			
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 98% Mod AASHTO density</u>			
14	Backfilling to trenches, holes, etc	m3	6
<u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
15	Under floors, etc	m3	2
<u>Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
16	Under floors, etc	m3	2
<u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u>			
17	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	10
Carried Forward			R
Bill No. 3 Earthworks Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward

Compaction of surfaces

18	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	10
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PROTECTION AGAINST TERMITES

Soil insecticide

19	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	10
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R

Carried to Summary

R

Bill No. 3
 Earthworks
 Professional Services
 NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<u>BILL No. 4</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>25 MPa/19mm concrete</u>			
1	Strip footings	m3	3	
	<u>REINFORCED CONCRETE</u>			
	<u>25 MPa/ 19mm Concrete poured around reinforcement:</u>			
2	Surface beds cast in panels on waterproofing	m3	2	
3	Surface beds cast in panels around water tanks on waterproofing	m3	2	
4	Pavings cast in panels	m3	1	
	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>			
	<u>Smooth formwork to sides</u>			
5	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	10	
	Carried Forward			R
	Bill No. 4 Concrete, formwork and reinforcement Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward

R

CONCRETE TESTING

6 Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works

Item

CONCRETE SUNDRIES

Finishing top surfaces of concrete smooth with a wooden float to a broom finish

7 Surface beds, slabs, etc.

m2

20

MOVEMENT JOINTS, ETC.

Vertical joggle construction joints through concrete including one coat thick cement slurry and one coat Bitumen paint to one face

8 Surface beds not exceeding 300mm thick

m

2

Expansion joints with 12mm thick Bitumen impregnated softboard between vertical concrete and brick surfaces

9 Expansion joint not exceeding 300mm high

m

27

Saw cut joints:

10 Form 3 x 40mm saw cut to top of concrete within 12 hours of pouring. Allow to cure for 7 days, then ream out to form 13mm deep and 6mm wide recess.

m

2

REINFORCEMENT

Fabric reinforcement

11 Type 245 fabric reinforcement in concrete surface beds, slabs, etc.

m2

32

Carried to Summary

R

Bill No. 4
Concrete, formwork and reinforcement
Professional Services
NDPW & I - Port Elizabeth Regional Office

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

Brought Forward			R
<u>Face bricks</u>			
Bricks shall be ordered timeously to obtain uniformity in size and colour			
<u>Pointing</u>			
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc			
<u>Samples, etc</u>			
Rates for brickwork, faced brickwork, etc shall include for all required samples			
<u>BRICKWORK</u>			
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in foundations (Provisional)</u>			
1	One brick walls	m2	11
<u>Brickwork of NFP bricks in superstructure</u>			
2	One brick walls	m2	11
<u>BRICKWORK SUNDRIES</u>			
<u>Joint forming material in movement joints</u>			
3	12mm Bitumen impregnated fibre board built in vertically through brick walls in foundations (Provisional)	m2	1
<u>Brickwork reinforcement</u>			
4	150mm Wide reinforcement built in horizontally	m	180
<u>Galvanised hoop iron cramps, ties, etc</u>			
5	32 x 1,6mm Cramp 600mm long, three times bend with one end fixed to brickwork and one end buildt into brickwork	No	8
Carried Forward			R
Bill No. 5 Masonry Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward

R

FACE BRICKWORK

" Face bricks at (PC Amount R 7000/1000 delivered to site) with recessed horizontal and vertical joints.

6	Extra over brickwork for face brickwork.	m2	13
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Brick-on-edge header course copings, sills, etc pointed with recessed joints on all exposed faces

7	Coping on top of one brick wall pointed on top and both sides	m	15
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Carried to Summary

R

Bill No. 5
Masonry
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 6</u></p> <p><u>WATERPROOFING</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><u>DAMPPROOFING OF WALLS AND FLOORS</u></p> <p><u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u></p>			
1	Under surface beds	m2	21	
2	Between existing brick wall and new tank stand	m2	8	
	<p><u>JOINT SEALANTS, ETC</u></p>			
	Carried Forward			R
	<p>Bill No. 6 Waterproofing Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward					
<u>Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>					
3	6 x 10mm In expansion joints in floors including raking out expansion joint filler as necessary (Provisional)	m		2	
4	12 x 10mm In expansion joints in floors/walls including raking out expansion joint filler as necessary (Provisional)	m		15	
Carried to Summary				R	
Bill No. 6 Waterproofing Professional Services NDPW & I - Port Elizabeth Regional Office					

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

Brought Forward			R
<u>0.7mm Baked enamel on aluminium gutter system in contiuous lenghts:</u>			
1	100 x 125mm Ogee eaves gutters.	m	60
2	Extra over eaves gutter for stopped end.	No	4
3	Extra over eaves gutter for outlet for 76 x 64mm pipe.	No	4
4	76 x 64mm Rainwater pipes.	m	16
5	Extra over rainwater pipe for offset bend.	No	4
6	Extra over rainwater pipe for shoe.	No	2
<u>TAPS, VALVES, ETC.</u>			
<u>Polished brass</u>			
7	22mm Lockable tank cock with lugged brass lever as Cobra 541	No	1
8	50mm Automatic float level control valve including float switch or stainless steel ball valve installed complete as per manufacturers instructions in uPVC 5000L watertank.	No	1
<u>Stainless steel</u>			
9	28mm Sluice/gate valve with teflon seat	No	1
10	32mm Non-return valve	No	3
<u>INTERNAL WATER SUPPLY</u>			
11	15mm Pipes	m	6
12	22mm Pipes	m	12
<u>Extra over class 2 copper pipes for "Conex" compression fittings</u>			
13	15mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	6
Carried Forward			R
Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward			R
14	22mm Bush, elbow, bend, tee, reducing tee, saddles, etc.	No	6
	<u>Sundries</u>		
15	Testing internal water reticulation		Item
	<u>EXTERNAL WATER RETICULATION</u>		
	<u>Class 12 uPVC pressure pipes</u>		
16	32mm Pipe layed in and including trenches	m	100
17	32mm Pipe cast in concrete (concrete elsewhere)	m	2
	<u>Extra over uPVC pressure pipes for solvent welded pressure fittings</u>		
18	32mm Adaptor.	No	3
19	32mm Tee	No	2
20	32mm Elbow	No	2
	<u>TANKS, ETC.</u>		
21	5000 Litre Polyethylene water tank with 40mm diameter inlet at top and 40mm overflow outlet and 40mm outlet at base of tank including access hatch on top with vermin-proof vent	No	2
	<u>STORMWATER CHANNELS</u>		
	<u>Unreinforced concrete 20 Mpa in-situ stormwater channels rendered smooth all round, including excavations, formwork, etc.</u>		
22	1000 x 150mm Thick V-dish channel 75mm deep	m	10
23	Extra for angles, intersections, ends, dressing into sides of catchpits, etc.	No	4
	Carried Forward		R
	Bill No. 7 Plumbing and Drainage Professional Services NDPW & I - Port Elizabeth Regional Office		

Brought Forward							
<u>Sundries</u>							
24	Excavate to open face to form cutt-off drain to falls, form banks and remainder deposit on site where directed	m3					
			1				
25	Triangular shaped stormwater channel outlet 900mm wide at head, 1.5m wide at base and 1.5m long at sides formed of 100mm thick concrete V-shaped base including all excavations, formwork and six 150 x 150mm broken bricks or stones protruding 150mm high at base of the spill basin	No					
			1				
Carried to Summary							
							R
							R

Bill No. 7
Plumbing and Drainage
Professional Services
NDPW & I - Port Elizabeth Regional Office

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 8</u></p> <p><u>ELECTRICAL WORK (PROVISIONAL)</u></p> <p><u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>PREAMBLES</u></p> <p>All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications</p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>ELECTRICAL INSTALLATION</u></p> <p><u>Qualified Electrician</u></p> <p>Tenderer's are advised that a registered and qualified 3-phase electrician will be required to provide a electrical compliance certificate upon completion of the project</p>			
	Carried Forward		R	
	<p>Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

<p>Brought Forward</p> <p><u>Schedule of information</u></p> <p>Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.</p> <p><u>Labelling & Colour Coding</u></p> <p>The cost of labelling and colour coding must be included within the prices of the respective equipment.</p> <p><u>Fixing of conduits</u></p> <p>The fixing-of-conduits shall be as follows</p> <ul style="list-style-type: none"> a) Build in conduits in wall chases with cement mortar and clamps b) Fix conduits on wall surfaces and in roof spaces with approved saddles c) Cast conduit in concrete surface beds or slabs d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles <p><u>Chasing</u></p> <p>All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position</p> <p>Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting</p>		R	
<p>Carried Forward</p> <p>Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office</p>		R	

Brought Forward			R
<u>Laying of electric cables</u>			
Excavate 600mm below finished ground level			
Encase the installed cable in river sand or sifted sand			
Mark the cable route with approved concrete cable markers			
<u>DISTRIBUTION BOARDS</u>			
<u>Distribution boards complete with sheetmetal trays, frames, subframes, busbars, provision for future circuit breakers, labeling and legend cards</u>			
1	25A Single pole mccb's	No	1
2	63A Double pole earth leakage units	No	1
<u>ELECTRICAL SUPPLY</u>			
<u>PVC/PVC/SWA-ECC/PVC/600/1000V grade cable in ground not exceeding 1m deep</u>			
3	16mm ² x 2 - Core	m	50
<u>Cable termination to PVC/PVC/SWA-ECC/PVC cable including glands, shrouds, lugs, making off and connections and any additional lengths required</u>			
4	16mm ² x 2 - Core	No	2
<u>Cable sundries</u>			
5	150mm Wide cable danger warning tape placed 150mm above cables in trenches	m	25
<u>LIGHTING AND SMALL POWER</u>			
<u>Rigid PVC conduits</u>			
6	25mm Diameter	m	25
<u>GALVANISED CONDUIT</u>			
Carried Forward			R
Bill No. 8 Electrical Work (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office			

Brought Forward

R

Chased and/or fixed in brickwork not exceeding 3000mm above floor level (making good of chase by others)

7	25mm Diameter	m	4	
---	---------------	---	---	--

CONDUIT BOXES AND FITTINGS

8	100 x 50 x 50mm Deep box	No	1	
---	--------------------------	----	---	--

9	100 x 100 x 50mm Deep box	No	1	
---	---------------------------	----	---	--

Galvanised trunking with cover fixed to brickwork

10	50x50mm Trunking	m	25	
----	------------------	---	----	--

CONDUCTORS

PVC insulated stranded copper conductors drawn into wireways

11	1,5mm ²	m	50	
----	--------------------	---	----	--

12	2,5mm ²	m	50	
----	--------------------	---	----	--

13	4mm ²	m	50	
----	------------------	---	----	--

LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.

14	16A Single three-pin switched socket outlet	No	1	
----	---	----	---	--

15	25A Two phase isolator with external waterproof box	No	1	
----	---	----	---	--

TESTING AND COMMISSIONING

16	Allow for testing, balancing and commissioning the complete electrical installation		Item	
----	---	--	------	--

Carried to Summary

R

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

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 9</u></p> <p><u>MECHANICAL INSTALLATION (PROVISIONAL)</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The descriptions of items in this Bill is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications attached to these bills of quantities for the full descriptions and complete specifications</p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Schedule of information</u></p> <p>Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.</p> <p><u>Labelling and Colour Coding</u></p> <p>The cost of labelling and colour coding must be included within the prices of the respective items.</p> <p><u>Pressure Pump with Controller</u></p>			
1	Supply and install a K40/100 double impeller electric pump supplied by DAB Water Technology including a Smart Press WG 3.0 on/off controller complete fixed to concrete plinth (plinth elsewhere)	No	1	
	Carried Forward		R	
	<p>Bill No. 9 Mechanical Installation (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office</p>			

Brought Forward							
<u>Galvanised Cage for Pressure pump consisting of 50 x 50 x 5mm angle iron framework covered with expanded metal mesh, bolted to concrete surface bed.</u>							R
2	Single cage 400mm wide, 600mm long and 600mm high internally.	No	1				
3	100mm M13 expansion bolt	No	6				
<u>Commissioning, Maintenance, etc</u>							
4	Allow for commissioning and testing of the installation			Item			
5	Allow for 12 month maintenance and guarantee of the installation			Item			
6	Allow for providing operating and maintenance manuals			Item			
Carried to Summary							R
Bill No. 9 Mechanical Installation (Provisional) Professional Services NDPW & I - Port Elizabeth Regional Office							

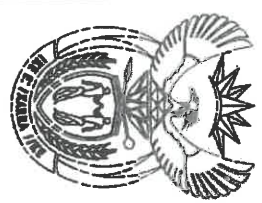
Bill No	FINAL SUMMARY	Page No	Amount
1	Preliminaries	39	
2	Alterations	40	
3	Earthworks	44	
4	Concrete, formwork and reinforcement	46	
5	Masonry	49	
6	Waterproofing	51	
7	Plumbing and Drainage	55	
8	Electrical Work (Provisional)	59	
9	Mechanical Installation (Provisional)	61	
	Sub Total		R
	Value Added Tax (15%)		R
	Carried to Form of Tender		R
	Professional Services NDPW & I - Port Elizabeth Regional Office		

Building Work / Specification

CONSTRUCTION NOTES:

Copyright vests in the
Department of Public Works

card file name
SKI Double Tank Stand.dwg



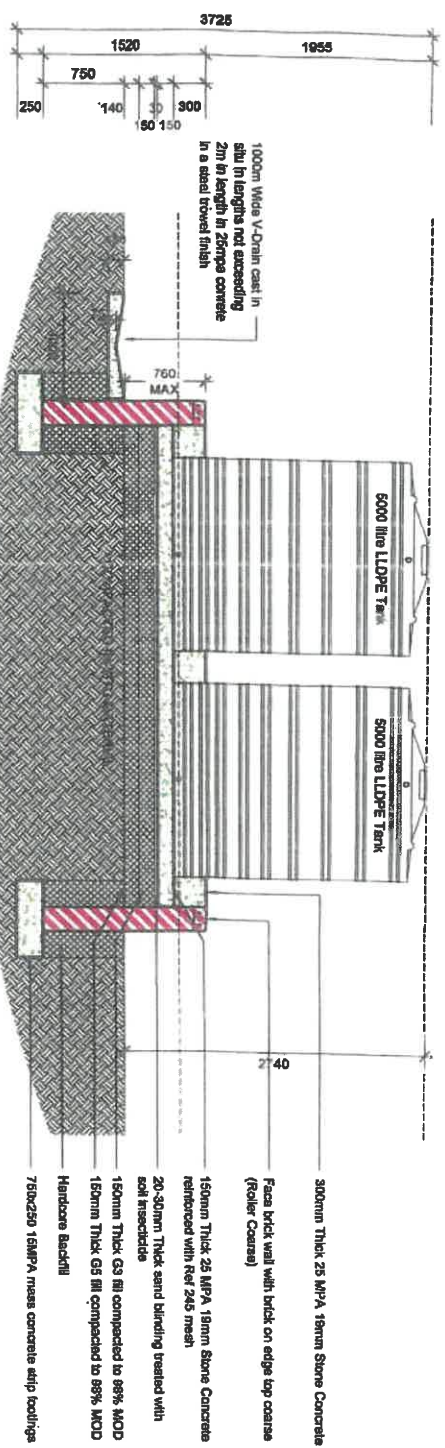
public works
Department
Public Works
REPUBLIC OF SOUTH AFRICA
ARCHITECTURAL
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discipline
ARCHITECTURAL

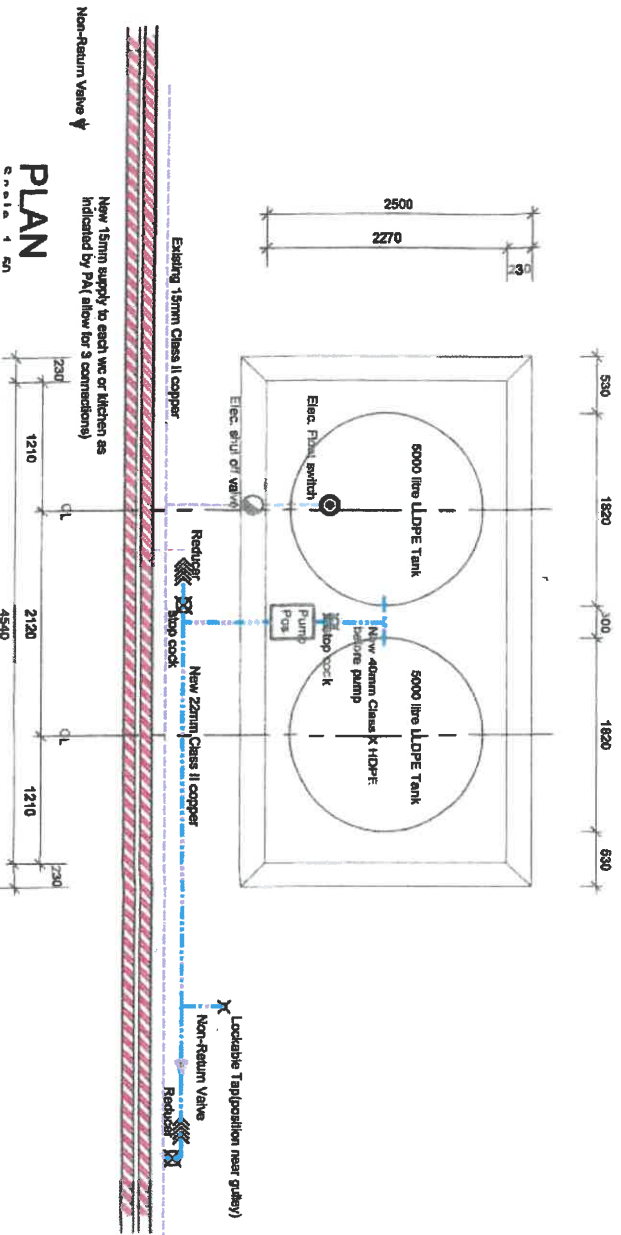
service
**MULTIPLE APPLICATION STANDARD TYPE
DRAWING FOR THE PROVISION 10 000litre
(2X5KL) TANK STAND**

drawing title
FOR PRICING PURPOSES ONLY

WCS number	Client
N/A	FRSAT 206935
rel no	designed
scale	drawn
date	checked
type number	MM
drawing number	



SECTION A - A
Scale 1:50



PLAN
Scale 1:50

Non-Return Valve V
New 15mm supply to each wc or kitchen as indicated by PA (allow for 3 connections)



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS

FOR

**PROJECTS AND MAINTENANCE
(BUILDING/ELECTRICAL/MECHANICAL)**

MANAGED ON BEHALF OF

**THE DEPARTMENT OF
PUBLIC WORKS AND INFRASTRUCTURE**

(SOUTH AFRICAN POLICE SERVICE)



SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

Mr./Ms./Me - **PROJECT MANAGER**
(Add full details of the project manager)

.....
.....

Mr. /Ms/Me - **CONTROL/WORKS MANAGER**
(Add full details of the inspector)

.....
.....

.....**AND/OR ITS AGENT:** [as per CR 5(5)] – {Also refer specifically to Sections 8(2)(g),
8(2)(h) and 37(2) of the Act}

AGENT: (full particulars of agent)

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: (full particulars of principle contractor / contractor)

Mr. /Ms/Me - **HEALTH & SAFETY OFFICER (BUILDING)**
(Add full details of this officer)

.....
.....

Mr. /Ms/Me - **-HEALTH & SAFETY OFFICER (ELECTRICAL)**
(Add full details of this officer)

.....
.....

Mr. /Ms/Me - **HEALTH & SAFETY OFFICER (MECHANICAL)**
(Add full details of this officer)

.....
.....

Mr. /Ms/Me - **HEAD: PROJECTS & MAINTENANCE**
(Add full details of the head of the project)

.....
.....

CONTENTS

	PAGE
1. PREAMBLE	4
2. SCOPE OF HEALTH & SAFETY DOCUMENT	5
3. PURPOSE	5
4. DEFINITIONS	6
5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT	8
5.1 Structure & Organization of OH&S Responsibilities.....	8
5.2 Communication & Liaison.....	10
6. INTERPRETATION	10
7. RESPONSIBILITIES	10
7.1 Client	10
7.2 Principal Contractor	11
7.3 Contractor	12
8. SCOPE OF WORK	12
9. HEALTH AND SAFETY FILE	13
10. OH&S GOALS & OBJECTIVES & ARRANGEMENTS FOR MONITORING & REVIEWING OH&S PERFORMANCE	14
11. IDENTIFICATION OF HAZARDS & DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) & METHOD STATEMENTS	14
12. ARRANGEMENTS FOR MONITORING AND REVIEW	14
12.1 Monthly Audit by Client and/or its Agent on its behalf	14
12.2 Other Audits & Inspections	14
12.3 Reports	15
12.4 Review	15
12.5 Site Rules and other Restrictions	16
12.6 Training	16
12.7 Accident & Incident Investigation	17
12.8 H&S Representatives (SHE-Reps) & H&S Committees	18
13. PROJECT/SITE SPECIFIC REQUIREMENTS	19
14. OUTLINED DATA, REFERENCES & INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE	21
15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES	37
16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES	38
17. HOUSE KEEPING	38
18. LOCKOUT SYSTEMS	39
19. INCIDENT INVESTIGATION	39
20. GENERAL	39
21. IMPORTANT LISTS AND RECORDS TO BE KEPT	40
21.1 Inspection Checklist	40
22. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY) (attached)	43

1. PREAMBLE

In terms of Construction Regulation 5(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare a baseline risk assessment for an intended construction work project. In terms of construction regulations 5(1)(b), the client must prepare a suitable, sufficiently documented and coherent site specific Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. *(All references to the singular shall also be regarded as references to the plural)*

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;

- c) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) The Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 7 and 8 of the Act, Construction regulations 7 and 8.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

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

“Construction work permit”

means a document issued in terms of construction regulations 3

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- * The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(5), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- * The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- * All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * The Construction Manager and Assistant Construction Manager appointed in terms of Construction Regulation 8(1), 8(2) to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- .
- * All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	5(1)(k)	Principal contractor for each phase or project	Client
2.	7(1)(c)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager assistant	Principal Contractor
6.	8(5)	Construction Health and Safety Officer	Principal Contractor
7.	9(1)	Person to carry out risk assessment	Contractor
9.	10(1)(a)	Fall protection planner	Contractor
10.	12 (1)	Temporary works designer	Contractor
12.	13(1)(a)	Excavation supervisor	Contractor
13.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Contractor
14.	13(2)(k)	Explosives expert	Contractor
15.	14(1)	Supervisor demolition work	Contractor
16.	14(11)	Demolition expert	Contractor
18.	16(1)	Scaffold supervisor and scaffold erector	Contractor
19.	17(1)	Suspended platform supervisor	Contractor
20.	17(2)(c)	Compliance plan developer	Contractor
21.	17(8)(c)	Suspended platform expert	Contractor
22.	17(13)	Outrigger expert	Contractor
23.	18(1)	Rope access supervisor	Contractor
24.	19(8)(a)	Material hoist inspector	Contractor
25.	20(1)	Bulk mixing plant supervisor	Contractor
26.	21(2)(b)	Explosive actuator expert	Contractor
27.	22(a)	Crane supervisor	Contractor
28.	24(d)	Temporal electrical installations controller	Contractor
29.	24(e)	Temporal electrical installations inspector	Contractor
30.	28(a)	Stacking and storage supervisor	Contractor
31.	29(h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter “Preamble” (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 Communication & Liaison

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives (‘SHE – Reps’)

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the “owner(s)” and consultant and /or between the “owner(s)” and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor’s Health and Safety Plan.

7. RESPONSIBILITIES

7.1 Client

7.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 **Contractor** (Responsibilities of in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

8. SCOPE OF WORK (also refer to paragraph 2 on page 5)

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

“Phase 1 – Refurbishment of existing houses & outbuildings for Library information services consisting of elaborate audio visual aids and facilities including auditoriums.

- Site clearance (what does this entail?)
- Site hoarding, demarcation and demolition as follows:
- Bulk Earthworks comprising...(excavations, filling, compaction, evening surface.....)
- Piling (by drilling, excavating.....pile driving.....pile hammering.....????)

Phase 2 – Construction of a new four (4) storied Administration building.

- *Preparation of site by leveling, compaction etc.*
- *Excavations for parking areas/services*
- *Etc.”*

(elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

[Notes to the Client, Designer, Project Manager, Architect, Agent:

add references to the above project and include specific elements identified as the ‘Critical Few’. The ‘Critical Few’ refer to those few or singular elements of the project that have the potential to impact in a major or devastating way on the project as a whole in the event of an accident or incident occurring. (20:80 principle)

Because of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.]

N.B Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below “Project/Site Specific Requirements”)

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and/or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 7(1)(c)(vii) to ensure that the principal contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3 Reports

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * a major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control,

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to the relevant Regional Manager for that particular jurisdiction.

12.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.5 Site Rules and other Restrictions

12.5.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

12.6.2 Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

12.6.3 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- * Operation of Cranes (Driven Machinery Regulations 18 (11)
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
- * As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- * Emergency, Security and Fire coordinator

12.7 Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees

12.8.1 Designation of H&S Representatives(‘SHE – Reps’)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representative for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administrative Regulation 6.

12.8.2 Duties and Functions of the H&S Representatives

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
 - a H&S Rep. Inspections
 - b. Matters of First Aid
 - c. Scaffolding
 - d. Ladders
 - e. Excavations
 - f. Portable Electric Equipment

- g. Fire Equipment
- h. Explosive Power Tools
- i. Power Hand tools
- j. Incident! Report Investigation
- k. Pressure Vessels
- l. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - o Office/s
 - o Secure/Safe Storage and storage areas for materials, plant & equipment
 - o Ablution facilities
 - o Sheltered dining area
 - o Vehicle access to the site
- * Dealing with existing Structures.
- * Location of existing Services
- * Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- * Adjacent Land uses/Surrounding property exposures
- * Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- * Exposure to Noise
- * Exposure to Vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- * Use of Portable Electrical Equipment including:
 - o Angle grinder
 - o Electrical Drilling machine
 - o Skill saw

- * Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage
 - Daily inspections
- * Welding including:
 - Arc Welding
 - Gas welding
 - Flame Cutting
 - Use of LP Gas torches and appliances
- * Loading & Offloading of Trucks
- * Aggregate/Sand and other Materials Delivery
- * Manual and Mechanical Handling
- * Lifting and Lowering Operations
- * Driving & Operation of Construction Vehicles and Mobile Plant including:
 - Trenching machine
 - Excavator
 - Bomag Roller
 - Plate Compactor
 - Front End Loader
 - Mobile Cranes and the ancillary lifting tackle
 - Parking of Vehicles & Mobile Plant
 - Towing of Vehicles & Mobile Plant
- * Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Layering and Bedding of trench floor
- * Installation of Pipes in trenches
- * Backfilling of Trenches
- * Protection against Flooding
- * Gabion work
- * Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * Protection from Overhead Power Lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders

8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation 3	Construction work permit	Apply to the Provincial Labour Office for any construction work as defined under CR 3(1)(a)(b) & (c)
Construction. Regulation 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Construction regulations 5(1)(j)	*Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)(b) & 5(1)(n)	H&S Specification & Programme	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 9	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	*Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7

		Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	*Agreement with Mandataries/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-) Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 11	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept
Construction. Regulation 16	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement

		<p>weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction. Regulation 17	Suspended Platforms	<p>Competent persons appointed in writing to:</p> <ul style="list-style-type: none"> - control the erection of Suspended platforms - act as Suspended platforms Team Leaders - inspect Suspended Scaffolding weekly and after inclement weather <p>Risk Assessment conducted Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person</p> <ul style="list-style-type: none"> - after erection and before use - daily prior to use. Inspection register kept <p>The following tests to be conducted by a competent person:</p> <ul style="list-style-type: none"> - load test of whole installation and working parts every three months - hoisting ropes/hooks/load attaching devices quarterly. <p>Tests log book kept Employees working on Suspended Platform medically examined for physical & psychological fitness. Written proof available</p>
Construction. Regulation 13	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected:</p> <ul style="list-style-type: none"> - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept <p>Method statement developed where explosives will be/are used</p>
Construction. Regulation 14	Demolition Work	<p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register</p>

		kept
Construction. Regulation 19	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.
Construction. Regulation 21	Explosive actuated fastening device	Competent person appointed to control the issue of the Explosive actuated fastening & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded Cleaned daily after use Work areas are demarcated!
Construction. Regulation 20	Bulk mixing plant	Competent person appointed to control the operation of the Bulk mixing plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Bulk mixing plant to be inspected weekly by a competent person. Inspections register kept
Construction. Regulation 23/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation 24/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered. Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 28/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction. Regulation 29/	*Designation of a Person to	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency

Environmental Regulation 9	Co-ordinate Emergency Planning And Fire Protection	<p>planning and execution and fire prevention measures Emergency Evacuation Plan developed:</p> <ul style="list-style-type: none"> - Drilled/Practiced - Plan & Records of Drills/Practices available on Site <p>Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <i>register</i>. Inspected weekly. Inspection Register kept Serviced annually</p>
General Safety Regulation 3	*First Aid	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries</p>
General Safety Regulation 2	Personal Safety Equipment (PSE)	<p>PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises GSR 2(4)</p>
General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	<p>Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels</p>
Pressure Equipment Regulations (PER)	Pressure Equipment Regulations (PER)	<p>Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of Pressure Equipment. Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of Pressure Equipment on Site Inspections & Testing by Approved Inspection</p>

		<p>Authority (AIA):</p> <ul style="list-style-type: none"> - after installation/re-erection or repairs - Annual External inspections, - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair <p>A risk based inspection process by an authorised certification body, SAQCC(IPE) registered person</p>
Construction. Regulation 23	Construction Vehicles & Mobile Plant	<p>Operators/Drivers appointed to:</p> <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive <p>Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept</p>
General Safety Regulation 13A	*Inspection of Ladders	<p>Competent person appointed in writing to inspect Ladders</p> <p>Ladders inspected at arrival on site and weekly there after. Inspections register kept</p> <p>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</p>
General Safety regulation 13B	Ramps	<p>Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.</p> <p>Daily inspected and noted in register</p>

14.2 Education & Training

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly

	<p>Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.</p>
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14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	<p>Notices & Signs at entrances / along perimeters indicating “No Unauthorised Entry”.</p> <p>Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. “Visitors to report to Office”</p> <p>Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs</p>
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Security Measures	<p>Access control measures/register in operation</p> <p>Security patrols after hours during weekends and holidays</p> <p>Sufficient lighting after dark</p> <p>Guard has access to telephone/ mobile/other means of emergency communication</p>
*Emergency Preparedness	<p>Emergency contact numbers displayed and made available to Security & Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees’ notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p> <p>Emergency alarm audible all over (including in toilets)</p>
*Emergency Drill & Evacuation	<p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available, displayed and practiced.</p> <p>(See Section 1 for Designation & Register)</p>

14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	<p>Need for PPE identified and prescribed in writing.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	<p>All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.</p> <p>Visitors to wear same upon request or where prescribed</p>
*Eye and Face Protection	<p><u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:</p> <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools

	<ul style="list-style-type: none"> * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	<p><u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following:</p> <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	<p><u>Protective Gloves</u> worn by employees handling / using:</p> <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	<p>Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using:</p> <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Fall Prevention Equipment	<p>Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:</p> <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. <p>Other methods of fall prevention applied e.g. catch nets</p>
*Protective Clothing	<p>All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.</p>
*PPE Issue & Control	<p>Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>

14.5 Housekeeping

Subject	Requirement
*Scrap Removal	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis.

System	(Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage (See Section 1 for Designation & Register)	<u>Stacking:</u> <ul style="list-style-type: none"> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> <ul style="list-style-type: none"> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

14.6 Working at Heights (including roof work)

Subject	Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
	Roof work discontinued when bad/hazardous weather Fall protection measures (including warning notices) when working close to edges or on fragile roofing material Covers over openings in roof of robust construction/secured against displacement

14.7 Scaffolding / Formwork / Support Work

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085

Free Standing Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p> <p>Height to base ratio correct</p> <p>Outriggers used /tied to structure where necessary</p> <p>Complying with OH&S Act/SABS 085</p>
*Mobile Scaffolding	<p>Foundation firm / stable</p> <p>Sufficient bracing.</p> <p>Platform boards in good condition/sufficient/secured.</p> <p>Handrails and toe boards provided.</p> <p>Access ladders / stairs provided.</p> <p>Area/s under scaffolding tidy.</p> <p>Safe/unsafe for use signs</p>
*Mobile Scaffolding	<p>Wheels / swivels in good condition</p> <p>Brakes working and applied.</p> <p>Height to base ratio correct.</p> <p>Outriggers used where necessary</p> <p>Complying with OH&S Act/SABS 085</p>
Suspended Scaffolding	<p>Outriggers securely supported and anchored.</p> <p>Correct No. of steel wire ropes used.</p> <p>Platform as close as possible to the structure.</p> <p>Handrails on all sides</p> <p>All winches / ropes / cables / brakes inspected regularly and replaced as prescribed</p> <p>Scaffolding complies with OHS Act (Act 85/93)</p> <p>Winch(es) maintained by competent person(s)</p>
Formwork / Support Work	<p>All components in good condition.</p> <p>Foundation firm / stable.</p> <p>Adequate bracing / stability ensured.</p> <p>Good workmanship / uprights straight and plumb.</p> <p>Good cantilever construction.</p> <p>Safe access provided.</p> <p>Areas under support work tidy.</p> <p>Same standards as for system scaffolding.</p>
Special Scaffolding	<p>Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.</p>
Edges & Openings	<p>Edges barricaded to acceptable standards.</p> <p>Manhole openings covered / barricaded.</p> <p>Openings in floor / other openings covered, barricaded/fenced.</p> <p>Stairs provided with handrails.</p> <p>Lift shafts barricaded / fenced off.</p>

14.8 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	<p>Stepladders - hinges/stays/braces/stiles in order.</p> <p>Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</p> <p>Extension / Straight ladders secured or tied at the bottom / top.</p>

	<p>No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system</p>
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14.9 Electricity (as part of, or additional to the manual “Safety & Switching Procedures for Electrical Installations”- see attached document)

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed “live” conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires. Earthing continuity / polarity correct: Looking at the open connectors to connect the wiring, the word “Brown” has the letter ‘R’ in it, so the <u>b’R’own</u> wire connects to the ‘<u>R’ight</u> hand connector. “Blue” has the letter ‘L’ in it, so the <u>b’L’ue</u> wire connects to the ‘<u>L’eft</u> hand connector. Cables protected from mechanical damage and moisture. Correct loading observed e.g. no heating appliance used from lighting circuit etc. Light fittings/lamps protected from mechanical damage/moisture. Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket) Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine & plug. Plug in good condition, connected correctly and correct polarity.</p>

14.10 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing Equipment	<p>Fire Risks Identified and on record <u>The correct and adequate Fire Extinguishing Equipment available for:</u> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations</p>

	<ul style="list-style-type: none"> * Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<u>Fire Extinguishing Equipment:</u> <ul style="list-style-type: none"> * Clearly visible * Unobstructed * Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.)
* Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day’s usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock & key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>

14.11 Excavations

Subject	Requirement
Excavations, any man-made cavity, trench, pit or depression formed by cutting, digging or scooping	<p>Shored / Braced to prevent caving / falling in.</p> <p>Provided with an access ladder.</p> <p>Excavations guarded/barricaded/lighted after dark in public areas</p> <p>Soil dumped at least 1 m away from edge of excavation</p> <p>On sloping ground soil dumped on lower side of excavation</p> <p>All excavations are subject to daily inspections</p>

14.12 Tools

Subject	Requirement
*Hand Tools	<u>Shovels / Spades / Picks:</u>

	<ul style="list-style-type: none"> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <p><u>Hammers:</u></p> <ul style="list-style-type: none"> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters <p>Handles fit securely</p> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <p><u>Saws:</u></p> <ul style="list-style-type: none"> * Teeth sharp and set correctly * Correct saw used for the job
*Explosive actuated fastening device.	<p>Only used by trained / authorised personnel.</p> <p>Prescribed warning signs placed / displayed where tool is in use.</p> <p>Work area must be properly isolated/demarcated during use of tool.</p> <p>Inspected at least monthly by competent person and results recorded.</p> <p>Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</p> <p>Cleaned daily after use.</p>

14.13 Cranes

Subject	Requirement
Tower Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Structure - no visible defects</p> <p>Electrical installation good/safe</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>Limit switches with backup switches fitted/operational</p> <p>Access Ladder fitted with backrests/Fall arrest system installed</p> <p>Lifting tackle in good condition/inspection colour coding</p> <p>Lifting tackle checked daily</p>
*Mobile Crane	<p>Only operated by trained authorised operator with valid certificate of training</p> <p>Rear view mirrors</p> <p>Windscreen visibility good</p> <p>Windscreen wipers operating effectively</p> <p>Indicators operational</p> <p>Hooter working</p> <p>Tyres safe/sufficient tread/pressure visibly sufficient</p> <p>No missing Wheel nuts</p> <p>Headlights, taillights operational</p> <p>Reverse alarm working and audible and known by all employees</p>
*Mobile Crane continued	<p>Grease nipples and grease on all joints</p> <p>No Oil leaks</p> <p>Hydraulic pipes visibly sound/no leaks</p> <p>No corrosion on Battery terminals</p> <p>Boom visibly in good condition/no apparent damage</p> <p>Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</p>

	<p>Brakes working properly</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed</p> <p>By-pass valves operational</p> <p>Deflection chart displayed/visible to operator/driver</p> <p>Outriggers functional used</p>
*Gantry Crane	<p>Only operated by trained authorised persons</p> <p>Correct slinging techniques used</p> <p>Recognised/displayed on chart signals used</p> <p>Log book kept/up to date</p> <p>Prescribed inspections conducted on crane & lifting tackle and checked daily</p> <p>“Crane overhead” signage, where applicable</p> <p>Crane hook: Throat pop marked/safety latch fitted/functional</p> <p>SWL/MML displayed/load limiting switches fitted/operational</p>

14.14 Builder’s Hoist

Subject	Requirement
Builder’s Hoist	<p>“Hoist In Operation” - sign displayed.</p> <p>General construction strong and free from patent defects.</p> <p><u>Tower:</u> * Adequately secured / braced.</p> <ul style="list-style-type: none"> * At least 900 mm available for over travel. * Barricaded at least 2 100 mm high at ground level and floors. * Landing place provided with gate at least 1 800 high. <p><u>Platform:</u> * No persons conveyed on platform</p> <ul style="list-style-type: none"> * Steel wire ropes with breaking strength of six times max. load. * Signal systems used which may include two way radio connection. * Goods prevented from moving / falling off. * Effective brake capable of stopping and holding max. load.

14.15 Transport & Materials Handling Equipment

Subject	Requirement
*Site Vehicles	<p>All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</p> <p>Inventory of vehicles used/operated on site</p> <p>Inspection by means of a checklist / results recorded.</p> <p>No persons riding on equipment not designed or designated for passengers.</p> <p>Site speed limit posted, enforced and not exceeded.</p> <p>Drivers / Operators trained / licensed and carrying proof.</p> <p>No unauthorised persons allowed to drive / operate equipment.</p>
Conveyors	<p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.</p>

14.16 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	<p>Operator Trained.</p> <p>Only authorised persons use the machine.</p>

	<p>Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.</p>
*Electric Arc Welder	<p>Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed</p>
*Woodworking Machines	<p>Operators Trained. Only authorised persons use machines. Provided with guards. Guards used. Operators using correct PPE - eye/face/feet/hearing Circular saws strictly operated according to prescribed methods and settings Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications</p>
*Compressors	<p>Relief valves correctly set and locked / sealed. Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover. All drives adequately guarded. Receiver/lines drained daily Hoses good condition/clamped, not wired Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</p>
Concrete Mixer / Batch Plant	<p>Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators overseer identified and crane signals displayed and used.</p>
*Gas Welding / Flame Cutting Equipment	<p>Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits</p>

14.17 Plant & Storage Yards/Site Workshops Specifics

Subject	Requirements
Section 8(2)(1) General Machinery	Person/s with specific knowledge and experience designated in writing to Supervise the Use & Maintenance of Machinery

Regulation 2(1): Supervision of the Use & Maintenance of Machinery	Critical items of Machinery identified/numbered/placed on register/inventory Inspection/maintenance schedules for abovementioned Inspections/maintenance carried out to above schedules Results recorded
General Machinery Regulation 9(2): Notices Operation of Machinery	Schedule D Notice posted in Work areas
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	Demarcation principles applied All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard Employees trained to identify colour coding
Portable & Bench Grinders	Area around grinder clear/trip/slip free Bench grinders mounted securely/grinder generally in good condition/No excessive vibration On/Off switch/button clearly demarcated/accessible Adequate guards in place Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft Stone/disk - correct type and size/mounted correctly/dressed Use of Eye protection enforced
Battery Storage & Charging	Adequately ventilated, ignition free room/area/no smoking sign/s Batteries placed on rubber/wooden surface Emergency shower/eye wash provided No acid storage in area Prescribed methods in place and adhered to when charging batteries
Ancillary Lifting Equipment	Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register Chains in good condition/links no excessive wear/checked daily Lifting hooks – throat pop marked/safety latch fitted SWL/MML marked/displayed
Presses/Guillotines/Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

14.18 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.

*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and dieseline into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations promulgated in February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Application of construction permit
Regulation No. 4	- Notification of construction work
Regulation No. 7	- Principal Contractor and Contractor
Regulation No. 8	- Supervision of construction work
Regulation No. 9	- Risk Assessment
Regulation No. 28	- Stacking & Storage on construction sites
Regulation No. 30	- Construction employees' facilities
Regulation No. 32	- Approved Inspection authorities
Regulation No. 33	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities

- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. LOCKOUT SYSTEMS: - *ELECTRICAL!*

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

22. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5(1) (q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

23. IMPORTANT RECORDS TO BE KEPT

1 Inspection checklist (template)

The documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project,

INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16(1): SCAFFOLDING:	
CR17(1): SUSPENDED PLATFORMS:	
CR19(8)(a): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	

CR13(1)(a): EXCAVATION WORK:	
CR14(1): DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING TOOLS	
CR28(a): STACKING	

INSPECTION		N/A	YES	NO
SECTION/REGS	ITEM CHECKED			
	APPOINTMENTS			
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
CR8(5)	Construction Health and Safety Officer			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Expert			
	DOCUMENTS			
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
Section 20(2)	Safety Committee Minutes			
DMR 18(7)	Lifting Machines, hand-powered lifting devices and lifting tackle			
CR 3(4)	Application for Construction Work Permit			
CR 4	Notification of Construction Work			
CR 9(6)	Risk Assessment			
CR 7(7)	Proof of the Health & Safety Induction Training			
CR 11(2)(c)	Structures			
CR13(2)(i)	Excavations			
CR7(1)(g)	Medical Certificates of Fitness			
CR 17(11)	Suspended platforms; inspections and performance test records			
CR 7(1)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(8)(c)	Material Hoists Record Book			
CR21(2)(g)	Explosive actuated fastening device register			
CR 23(1)(k)	Construction Vehicle & Mobile Plant Register			
CR 24(e)	Electrical Installation & Machinery Register			
	INCIDENTS			
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded Investigated Action Taken			
	PUBLIC SITE			
FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
CR 27(f)	Perimeter fence & no admittance			
CR 27(g)	Overhead protection netting/falling objects			

NB Notice	Pedestrian warning			
	PERSONAL SAFETY EQUIPMENT			
	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
	SAFETY PLANS			
	FIRST AID			
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(a)	Principal's contractor H&S Plan			
	FIRE HAZARD & PRECAUTIONS			
GR29	Flammables used, waste, hot work, diesel, fuel, gas			
	ELECTRICAL INSTALLATIONS & MACHINERY			
CR24	Guarding to Electrical Installations			
	ILLUMINATION			
ER 3(6)	Dangerous Places and signage as well			
	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR5(1)(1) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

C4 Site Information

Tender no:	PEQ07/2022	WCS no:	055562	Reference no:	14/1/3/1/6439/5049
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C4 Site Information

- (a) Ground conditions of the site are generally normal with ground conditions being majority soft rock.
- (b) The tank stand is to be constructed adjacent to the police station building. The site is located at ERF No. 1552 within Baviaans local municipality at the following address:

04 Saint John Street
 Willowmore
 6445

