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## C1.3 Form of Guarantee

## DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

### FOR ATTENTION

Ndimphiwe Kamshe  
Private Bag 229  
Pretoria  
0001

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "**employer**"), Contract/Tender No: PTQ23/014, for the SAPS:GAUTENG PROVINCE:SINOVILLE SAPS:REPLACEMENT OF PERIMETER FENCE. (hereinafter referred to as the "contract") in the amount of R 628 189.80, (Six hundred and Twenty Eight Thousand one Hundred and Eighty Nine Rand Eighty Cents), (hereinafter referred to as the **contract sum**),  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R 628 189.80, (Six hundred and Twenty Eight Thousand one Hundred and Eighty Nine Rand Eighty Cents) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Tender no: *(Insert Tender Number)*

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

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_
2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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



## DPW-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 6.2 OF MAY 2018)

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

### FOR ATTENTION

**Ndimphiwe Kamtshe**  
Private Bag X229  
**Pretoria**  
**0001**

Sir,

### VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (EDITION 6.2 OF MAY 2018)

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works and Infrastructure, (hereinafter referred to as the "**employer**"), Contract/Tender No: **PTQ23/014**, for the **SAPS:GAUTENG PROVINCE:SINOVILLE SAPS:REPLACEMENT OF PERIMETER FENCE**. (hereinafter referred to as the "**contract**" in the amount of **R 628 189.80, (Six hundred and Twenty Eight Thousand one Hundred and Eighty Nine Rand Eighty Cents)** (hereinafter referred to as the **contract sum**),  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of **R 628 189.80, (Six hundred and Twenty Eight Thousand one Hundred and Eighty Nine Rand Eighty Cents)** being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
  - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
  - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
  - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
  - (d) This guarantee shall expire on the date of the last **final payment certificate**.
  - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.

Tender no: **PTQ23/014**

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, ~~stating that the **employer** has a right of recovery against the **contractor**~~ in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the amount guaranteed with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

Tender no: *insert tender number*

By and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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## Part C2: Pricing Data



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## Part C2.1 Pricing Instruction

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

Project title:	<i>SAPS: Gauteng province: Sinoville Saps: Replacement of the Perimeter Fence.</i>				
Tender / Quotation no:	<i>PTQ23/014</i>	WCS no:	<i>055930</i>	Reference no:	<i>N/A</i>

### 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



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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

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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**

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**

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**

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**

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**

**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
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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**

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.

### **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 *insert "applicable" or "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 *insert "applicable" or "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 *insert "applicable" or "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 *insert "applicable" or "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 *insert "applicable" or "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 *insert "applicable" or "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

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

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

#### Payment

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

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

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

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

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

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

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

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

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

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



**PG-02.2 (EC) PRICING ASSUMPTIONS - JBCC 2000  
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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
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
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
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
<b>Total</b>	2			R338 000

**C2.1.11.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

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

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

Where labour intensive work is specified in the Bill of Quantities 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.

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## Part C3: Scope of Work

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## C3 Scope of Work

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

Project title:	<b>SAPS: Gauteng province: Sinoville Saps: Replacement of the Perimeter Fence.</b>		
Tender / Quotation no:	PTQ23/014	Reference no:	N/A

### C3. Scope of Works

- Take out/off and remove sundry metal work
- Supply and install anti-cut/anti-climb Clear view fence or other approved

#### C3.1 EXTENT OF THE WORKS

The existing fence is to removed and a new fence, as specified, is to be installed.

#### C3.2 ORDER OF THE WORKS

None

#### C3.3 BUILDINGS OCCUPIED

Contractor will be expected to work only on the fence and not on the buildings. Buildings are expected to be occupied.

#### C3.4 ACCESS

Access control to the site will be according to the norms of the client/occupants of the site. Contractor is expected to have name tags with logo that identify the contractor as well as the workers.

#### 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
- 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 **insert applicable percentage, both in words and figures** of the tender amount at the time of tender to be sourced from within **insert applicable kilometers**km radius of the project site with the intention to maximize use of local SMMEs within **insert applicable Ward/s, Municipal District, Town, City, Province,**
- (b) SMME's involvement of at least **insert applicable percentage, both in words and figures** of the Tender Value to be sourced from within **insert applicable kilometers**km 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 **insert applicable percentage, both in words and figures** penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

### **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 **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,

- (d) Materials of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site,
- (e) Material of at least **insert applicable percentage, both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site.

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

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

### C3.6.3 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 **insert applicable Ward/s, Municipal District, Town, City, Province**, and provided that:

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

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



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

#### C3.6.4 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 **insert applicable Ward/s, Municipal District, Town, City, Province** for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to **insert number of working days as determined by the Construction Period** working days. The minimum CPG participation for Targeted Local Labour Skills Development is **insert applicable percentage, both in words and figures**, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of **R5 000** (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

### C3.6.5 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 insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. It could be either or any combination of all Enterprises.

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

#### 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

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".

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
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
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 re-measurable item.

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

#### C3.6.6.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' progress, site attendance, hours worked and other relevant information as required by the Standard.

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

### C3.6.7 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 *not applicable* to this project.**

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

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

Employer's objectives:

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

Labour-intensive works:

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

Labour-intensive competencies of supervisory and management staff:

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

#### C3.6.8.1 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.

<b>Table 2: Consistency of materials when profiled</b>			
<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
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” =

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”.

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)
<b>5</b>	<b>Enterprise Development</b>				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000
	<b>Provisional Sum to be carried over to CPG bill of quantities</b>				<b>1 660 000</b>
	"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			
	<b>Note: Rates to be determined by PQS and adjusted to accepted quotation amounts</b>				

**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 aafter 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



<b>Method 3:</b> 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*





# **DEPARTMENT OF PUBLIC WORKS**

## **HIV/AIDS SPECIFICATION FOR CIVIL CONTRACTS**

**APRIL 2004**

## **NOTES TO CONSULTANTS**

Please include the following note to tenderers, Preliminary and General items and HIV/AIDS Specification with the attached schedules in the appropriate Sections in the Bill of Quantities.

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# NOTES TO TENDERERS

## HIV/AIDS AWARENESS

~~These Bills of Quantities contain items relating to HIV/AIDS awareness. The items have been included under "Section 1: Preliminary and General" to enable tenderers to allow for the implementation of prescribed HIV/AIDS awareness specifications for the benefit of all workers under this Contract.~~

Tenderers must take note that compliance with the HIV/AIDS awareness programme is compulsory.

## SECTION 1: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	C
		<b>HIV/AIDS AWARENESS</b>					
1. ...		It is required of the Contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under items 1. .... to 1. ... hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The Contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the Representative/Agent, notwithstanding the provisions of Clause 52 of the General Conditions of Contract for Works of Civil Engineering Construction 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					
1. ...		<b>AWARENESS CHAMPION</b> Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	Sum				
1. ...		<b>AWARENESS WORKSHOPS</b> Selection and appointment of a competent Service Provider approved by the Representative/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	Sum				
1. ...		<b>POSTERS, BOOKLETS, VIDEOS, ETC.</b> Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification	Sum				
1. ...		<b>ACCESS TO CONDOMS</b> 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	Sum				
1....		<b>MONITORING</b> Monitoring HIV/AIDS awareness of workers, providing the Representative/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	Sum				

# SECTION

## HIV/AIDS SPECIFICATION

### HIV/AIDS REQUIREMENTS

#### 1 SCOPE

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

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

#### 2 DEFINITIONS AND ABBREVIATIONS

##### 2.1 Definitions

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

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

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

##### 2.2 Abbreviations

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

#### 3 BASIC METHOD REQUIREMENT

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

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

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

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site

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

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

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

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

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

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

##### **4.1 Workshops**

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

## 4.2 Recommended practice

### 4.2.1 Workshop Schedule

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

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

### 4.2.2 Service Providers

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

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

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

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

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

Assessment Criteria:

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

#### 4.2.3.2 UNIT 2: Transmission of the HI virus

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

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

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

Assessment Criteria:

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

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

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

Assessment Criteria

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

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

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

Assessment Criteria

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

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

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

Assessment Criteria:

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

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

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

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



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

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

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

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

## **5 PROVIDING WORKERS WITH ACCESS TO CONDOMS**

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

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

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

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

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

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

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

The Awareness Champion shall be responsible for:

- 7.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

**8**      **MONITORING**

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

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

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

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

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

## SCHEDULE A

### HIV/AIDS PROGRAMME : SITE CHECKLIST

When did construction commence \_\_\_\_\_

Name of Departmental Project Manager \_\_\_\_\_

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

*Tick the block if Contractor satisfactorily complied with specifications*

DATE	P1			P1			P1			P1			P1			P1		
	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M
Programme implemented within 14 days of site handover																		
Awareness champion on site																		
HIV/AIDS awareness service provider report																		
Male condom dispenser																		
Sufficient male condoms available																		
Male condom dispenser in a highly trafficked area																		
Female condom dispenser																		
Sufficient female condoms available																		
Female condom dispenser in a highly trafficked area																		
All four types of posters displayed																		
Posters in a good condition																		
Posters in a highly trafficked area																		
Posters displayed on local support services: clinic & VCT centre																		
Support service poster/s in highly trafficked area																		
Support service poster/s in a good condition																		

*Please indicate the applicable number for the reporting period*

Workers on payroll (at P1)									
Sub-Contractors who will be on site for longer than 30 days (at P1)									
Workshop attendees									
Number of workshops held									
Scheduled workshops according to approved workshop plan									
Booklets distributed									
Male condoms distributed									
Female condoms distributed									
Representative/Agent									
Contractor									

Date of progress inspection (dd/mm/yy) \_\_\_\_\_

Reporting period: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Deviations from HIV/AIDS awareness programme plan:

Corrective actions

\_\_\_\_\_  
Representative/Agent

\_\_\_\_\_  
Departmental Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## SCHEDULE B

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

Reporting period: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Number of workshops conducted in reporting period \_\_\_\_\_

Number of scheduled workshops according to approved workshop plan \_\_\_\_\_

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

\_\_\_\_\_

Service Provider

\_\_\_\_\_

Contractor

\_\_\_\_\_

Date

\_\_\_\_\_

Date





**HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED**

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

**HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER**

*Fill in your name and indicate attendance by ticking the appropriate date*

DATE	No	NAMES	W/S			W/S			W/S			W/S			W/S			W/S		
			D	D	M	D	D	M	D	D	M	D	D	M	D	D	M	D	D	M

## SCHEDULE C

### CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name \_\_\_\_\_

Project Location \_\_\_\_\_

Contract value of project (R) \_\_\_\_\_

Department of Public Works Project Manager \_\_\_\_\_

HIV/AIDS Programme duration: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

**AWARENESS MATERIAL**

Describe location of posters displayed during the programme \_\_\_\_\_

\_\_\_\_\_

Comments on posters \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate total number of booklets distributed \_\_\_\_\_

Comments on booklets \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONDOMS**

Indicate total number of male condoms distributed \_\_\_\_\_

Indicate total number of female condoms distributed \_\_\_\_\_

Describe where male condom dispenser was placed \_\_\_\_\_

Describe where female condom dispenser was placed \_\_\_\_\_

**HIV/AIDS WORKSHOPS**

Indicate the total number of HIV/AIDS workshops conducted \_\_\_\_\_

Indicate the duration of workshops \_\_\_\_\_

Indicate the total number of Workers that participated in the HIV/AIDS workshops \_\_\_\_\_

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

\_\_\_\_\_

Comments on HIV/AIDS workshops on site \_\_\_\_\_

\_\_\_\_\_

**GENERAL**

Briefly describe programme activities and satisfaction with outcome \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Excessive weight loss  
 Reactive TB  
 Hair loss  
 Severe tiredness

Coughing or chest pain  
 Pain when swallowing  
 Persistent fever  
 Diarrhoea

Vomiting  
 Meningitis  
 Memory loss  
 Pneumonia

Number of HIV/AIDS-related deaths \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Departmental Project Manager**

\_\_\_\_\_  
**Date**



public works  
& infrastructure

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Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

# **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

## **SOUTH AFRICAN POLICE SERVICES SINOVILLE: INSTALLATION OF PERIMETER FENCE**

### **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

## DEPARTMENT OF PUBLIC WORKS

Health and Safety Specification in terms of the requirements of Construction Regulations 2014 for SOUTH AFRICAN POLICE SERVICES SINOVILLE:INSTALLATION OF A PERIMETER FENCE

### Scope of Work

This document describes the requirements of compliance to which the PRINCIPAL CONTRACTOR / CONTRACTOR is to adhere in relation to the scope of work(s). This document defines the requirement that is to be implemented by the PRINCIPAL CONTRACTOR / CONTRACTOR for the management of Health and Safety on the Department of Public Works and Infrastructure's project.

The aim of this document is to present the safety aspects that need to be controlled and managed on this project.

### SOUTH AFRICAN POLICE SERVICES SINOVILLE: INSTALLATION OF PERIMETER FENCE

The scope of work for this project includes various trades in various sections of the buildings as indicated below:

#### CONSTRUCTION AND INSTALLATION OF VENTILATION

- Alterations
- Removal of existing work
- Fencing
- Removal of construction rubble

#### 1 Reference Documents

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Construction Regulations 2014.
- Tshwane Emergency Services By-Laws

#### 2 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

"Construction work" means 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 of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

### **Hazard Identification and Risk Assessment and Risk Control (HIRA)**

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

### **Site**

Means the area in the possession of the PRINCIPAL CONTRACTOR / CONTRACTOR for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the PRINCIPAL CONTRACTOR / CONTRACTOR, and approved for such use by the Engineer and/or Dept. Public Works.

No one must be have access to site before reporting to site office and proper induction be conducted

### **The Act**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHSA)

### **Hazard**

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

### **Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

### **PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Person(s)**

Means any person appointed in writing by the PRINCIPAL CONTRACTOR / CONTRACTOR to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

## **Hazardous Chemical Substance (HCS)**

Means any toxic, harmful, corrosive, and irritant or asphyxiate substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

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## **Construction Plant**

Encompasses all types of plant including but not limiting to cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

## **CONTRACTOR**

Includes “subcontractor(s)”.

## **Health and Safety Plan (HSP)**

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee including the appointed Health and Safety agent .

## **Health and Safety File**

Describes the file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the DEPT OF PUBLIC WORKS upon completion of the project.

## **3. Responsibilities**

### **3.1 Notification of Intention to Commence Construction Work**

A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- a) Include excavation work;
- b) Include working at a height where there is risk of falling;
- c) Include the demolition of a structure; or
- d) Include the use of explosives to perform construction work.



A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work

A copy of the notification letter to the Provincial Director must be forwarded to the DEPT. PUBLIC WORKS for the recordkeeping.

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### **3.2 Assignment of PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons to Supervise Health and Safety on Site**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall appoint in writing a Contracts Manager and a Construction Work Supervisor as a minimum prior to commencing work on site and copies of all the appointment letters of the responsible persons shall be forwarded to the DEPT. PUBLIC WORKS prior commencement of work on site.

### **3.3 Safety Officer Appointment**

The appointment of a full-time safety officer is compulsory to provide the name and CV of your elected part-time safety officer to DEPT. PUBLIC WORKS prior work commencing on site. The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to DEPT. PUBLIC WORKS or his appointed representative.

### **3.4 Risk Assessment Competent Person**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

### **3.5 Competency for PRINCIPAL CONTRACTOR / CONTRACTOR's Responsible Persons**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all management personnel (responsible for health and safety) are competent and prove of competence is attached in safety file and also be forwarded to DEPT Of PUBLIC WORKS OHS Compliance.

### **3.6 Health and Safety Plan (Incorporating Security Risk & Control Measures in line with SAPS Requirements)**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall provide to DEPT OF PUBLIC WORKS, with a Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to DEPT. PUBLIC WORKS before work commences on site.

SAPS requirements shall also be adhered to ensure that site access certificates are issued as required by their Risk Department and documented in the documents. SAPS Risk and Compliance department will be the interface between the contractor and Public Works especially with regard to Internal Security Measures and Controls.

### **3.7 Health and Safety Representatives**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This shall also be required in areas where less than fifty (50) employees are engaged in activity.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for DEPT. PUBLIC WORKS auditing purposes and that deviations recorded are reported to the responsible supervisor within the designated person's area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Joint Health and Safety Committee Meetings.

### **4. Objectives and targets**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall include in the Health and Safety Plan the PRINCIPAL CONTRACTOR / CONTRACTORS objectives and targets for the project.

#### **➤ Planning and Procedures**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall define in the Health and Safety Plan, the method of planning to be used on the project and the procedures to be adhered to.

### **5. Implementation of the Occupational Health and Safety Specification**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that this Health and Safety Specification is implemented by making a safety plan in line with all works on this project and these Health and Safety Plan must be submitted to DEPT. PUBLIC WORKS for approval prior work commencing on site.

## **6. Application of the Health and Safety Specification**

### **6.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure a letter of good standing is provided to DEPT. PUBLIC WORKS prior to work commencing on site for reference purposes as proof of good standing.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure all other PRINCIPAL CONTRACTOR / CONTRACTORS appointed also comply with the above requirements defined in the COIDA.

### **6.2 Occupational Health and Safety Policy**

The PRINCIPAL CONTRACTOR / CONTRACTOR'S Health and Safety Policy is to be attached to the Health and Safety Plan for review by DEPT. Public Works.

### **6.3 Hazard Identification Risk Assessment (HIRA)**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that Hazard Identification Risk Assessment forms the basis of all work to be conducted on site, and a preliminary Task Risk Assessment be submitted for approval to DEPT. PUBLIC WORKS prior to work commencing on site.

All Risk Assessments conducted on site must be forwarded to the DEPT. PUBLIC WORKS for approval.

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that training forms part of the HIRA process and proof of training attendance is made available to DEPT. PUBLIC WORKS upon request.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure a HIRA team be established comprising members as follows, but not limited to:

- Health and Safety Representative(s).
- Health and Safety Committee Member(s).
- Management Representative / PRINCIPAL CONTRACTOR / CONTRACTOR.
- Appointed Safety Officer and First Aiders.

Method Statements and Safe Work Procedures must form part of the HIRA Process and must be conducted in conjunction with the HIRA Process described above.

## **6.4 Health and Safety Committee**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda which must be made available to DEPT. PUBLIC WORKS upon request.

~~The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure an attendance register and minutes are kept for auditing purposes by DEPT. PUBLIC WORKS. A copy of all minutes must be forwarded to the DEPT. PUBLIC WORKS monthly.~~

## **6.5 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is required of the PRINCIPAL CONTRACTOR / CONTRACTOR to provide to DEPT. PUBLIC WORKS a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

### **6.5.1 Induction Training**

Induction training must be attended by all PRINCIPAL CONTRACTOR / CONTRACTORS with the DEPT. PUBLIC WORKS which shall be separate to the PRINCIPAL CONTRACTOR / CONTRACTORS own induction training requirement. The PRINCIPAL CONTRACTOR / CONTRACTOR must keep records of all attendees to the induction and provide records of the same during the DEPT. PUBLIC WORKS site audits.

### **6.5.2 Awareness Training**

(Toolbox Talks) Weekly awareness training must be conducted and records of these must be made available to the DEPT. PUBLIC WORKS upon request.

**6.5.3 Competency Training** identified through the HIRA Process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the DEPT. PUBLIC WORKS upon request. (This shall include operator competency training and assessments)

### **6.5.4 First Aid and Health & Safety**

Representative Training PRINCIPAL CONTRACTOR / CONTRACTORS shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders who must be available on site for auditing purposes.

## **6.6 Record Keeping**

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by the DEPT. PUBLIC WORKS.

~~Further to the requirements set out above, the PRINCIPAL CONTRACTOR / CONTRACTOR must also maintain records that may be defined through the risk assessment process, for auditing purposes.~~

In accordance with the requirements set out in the Construction Regulations 2014 and the requirement set out in the DEPT. PUBLIC WORKS Specification the PRINCIPAL CONTRACTOR / CONTRACTOR must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to the DEPT. PUBLIC WORKS upon completion of construction.

### **6.6.1 Statistics**

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site and submitted monthly to DEPT. PUBLIC WORKS. All documents shall be made available to DEPT. PUBLIC WORKS for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

### **6.6.2 General Inspection, Monitoring and Reporting**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall comply with the requirements set out by the DEPT. PUBLIC WORKS. The PRINCIPAL CONTRACTOR / CONTRACTOR must provide DEPT. PUBLIC WORKS with a safety management action plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHS Act and Regulations.

### **6.6.3 Internal Audits**

Internal audits shall be conducted a minimum once per month by DEPT. PUBLIC WORKS or DEPT. PUBLIC WORKS appointed Safety Manager / Officer. The Results shall be tabled and discussed at the Joint Health and Safety Committee meetings.

The PRINCIPAL CONTRACTOR / CONTRACTOR must also conduct its own internal audits, the results of which must be submitted to the DEPT. PUBLIC WORKS monthly.

### **6.7 Penalties**

Non-compliance with the DEPT. PUBLIC WORKS safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Costs will be borne by the PRINCIPAL CONTRACTOR / CONTRACTOR.

### **6.8 Emergency Procedures**

The PRINCIPAL CONTRACTOR / CONTRACTOR must make available to the DEPT. PUBLIC WORKS a detailed Emergency Plan to tie into the evacuation plan already in place on the DEPT. PUBLIC WORKS premises.

#### **6.9.1 First Aid Box and Contents**

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSA with a recognised and accredited service provider as defined above. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that the first aid box is adequately at all times and is accessible to all.

DEPT. PUBLIC WORKS shall inspect the contents of the first aid box and dressing record from time to time.

#### **6.9.2 Accident and Incident Reporting and Investigation**

Should an accident or incident occur, the PRINCIPAL CONTRACTOR / CONTRACTOR shall conduct an investigation into the incident. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident, DEPT. PUBLIC WORKS must be notified within 24-hours, of the occurrence. DEPT. PUBLIC WORKS reserves the right to participate in all investigations into accidents or incidents.

### **6.10 Hazards and Potentially Hazardous Situations**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all other PRINCIPAL CONTRACTOR / CONTRACTORS are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

### **6.11 Personal Protective Equipment and Clothing**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall comply with OSHA requirements to provide PPE. The PRINCIPAL CONTRACTOR / CONTRACTOR shall through the HIRA process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OSHA General Safety Regulation 2 – Employer to provide Personal Protective Equipment) Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the PRINCIPAL CONTRACTOR / CONTRACTOR.

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (PRINCIPAL CONTRACTOR / CONTRACTOR different from the PRINCIPAL CONTRACTOR / CONTRACTORS)

PPE must be provided to visitors as well.

### **6.12 Safety Signage**

The PRINCIPAL CONTRACTOR / CONTRACTOR must assess the Health and Safety Signage requirements in conjunction with the HIRA's conducted and place the signage at strategic positions on the site works accordingly. The PRINCIPAL CONTRACTOR / CONTRACTOR shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

### **6.13 Permits**

- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that access to site works is restricted to construction personnel.
- All attempts must be made to restrict spectator access.

- Access to the site shall be by the SAPS authorisation on the prescribed form. (Permits and ID cards shall be issued by SAPS)

Special permits for hot work and isolation permits shall be applied for to the SAPS representative prior to commencing with the activity.

## **6.14 Contractors and Suppliers**

The PRINCIPAL CONTRACTOR shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with the DEPT. PUBLIC WORKS and all other CONTRACTOR's appointed by the PRINCIPAL CONTRACTOR.

The PRINCIPAL CONTRACTOR / CONTRACTOR shall also be required to appoint its CONTRACTOR's in accordance with Construction Regulation 5(3)(b).

The PRINCIPAL CONTRACTOR must ensure all other CONTRACTORS are issued with the DEPT. PUBLIC WORKS Safety Specification where reasonably practicable. The PRINCIPAL CONTRACTOR shall assist and ensure CONTRACTORS engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

PRINCIPAL CONTRACTOR / CONTRACTORS will be stopped from working in the event of unsafe conditions and activities being observed.

**7. Occupational Health and Safety Practice and considerations on the following sections of the building respectively:**

### **7.1 SOUTH AFRICAN POLICE SERVICES SINOVILEE: INSTALLATION OF PERIMETER FENCE**

#### **7.1.1 REMOVAL OF EXISTING WORK**

Works on this includes taking off and removing sundry metalwork

**Health and safety Considerations:** *SANS statutory requirements (SANS 10400 Part O) Risk assessments, safe working procedures and method statement;; Hand tools safety, PPE and ladders*

#### **7.1.2 Structural steel work and galvanised steel hand rails**

Works on this include supply and installation of anti-cut/anti-climb clearvu or other approved fence including all posts, panels and pre-galvanised with shark tooth spike top



**Health and safety considerations:** *Risk assessments, safe working procedures and method statement, Competent supervision of formwork, Competent supervision and inspections and Specialized fall arrest and protection equipment for the heights specified.*

### **7.1.3 Paint work**

Works include painting on metals surfaces: applying one coat metal primer and two coats paint sprayed grey metal final paint in order that the coating is even continuous over all surfaces

**Health and safety considerations:** *Risk assessments, MSDS of chemicals and paint, safe working procedures and method statement; Scaffolding for access to heights above 2 meters, Ladders and trestle scaffolds, Appropriate tools and equipment.*

### **7.2 Stacking of Materials and Housekeeping**

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all stacking will be supervised by a person competent and appointed in writing to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width. Housekeeping must also be maintained at all times as this will be inspected and evaluated by the Department of Public Works during monthly audits.

### **7.3 Painting (Hazardous Chemical Substances)**

The PRINCIPAL CONTRACTOR / CONTRACTOR must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations including painting and other chemicals used. Furthermore, the PRINCIPAL CONTRACTOR / CONTRACTOR must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to DEPT. PUBLIC WORKS at all times.

## **7.12 Scaffolding / Working at heights / Formwork for Structures Fall Protection**

Work involving scaffolding and work at heights shall comply with the requirements set out in the OHAS Act 85 of 1993 and Construction Regulations 2014 pertaining to these activities with reference to the SANS 10085:1 2004 code of practice. Fall protection planning shall be done in conjunction with the risk assessment process and a **Fall Protection Plan** shall be provided to the DEPT. PUBLIC WORKS for approval prior any work involving work at heights is conducted.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection. Deviations found on any scaffolding, will result in the activity being stopped by the DEPT. PUBLIC WORKS until such time as compliance can be achieved.

## **7.14 Ladders and Ladder Work**

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

## **7.16 Portable Electrical Tools / Explosive Power Tools**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.

- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment must be appointed in writing.
- Persons must be trained to operate such equipment and must be appointed and shall be the only authorised person to operate the equipment.
- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Working Procedure.
- All users shall undergo regular awareness training to ensure compliance.
- The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure the required PPE and clothing is provided and maintained.

### **7.17 Public Health and Safety**

In the interests of public safety, The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site. This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

### **7.18 Night Work**

Night work shall only be conducted upon approval of the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE and DEPARTMENT OF AGRICULTURE, with the same safety standard being applied for these activities as with day work activities and additional lighting.

### **7.19 Facilities for Safe Keeping / eating areas**

The PRINCIPAL CONTRACTOR / CONTRACTOR shall ensure that adequate facility is provided for the personnel on site. The area shall be providing the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating.

Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

### 1.1.1 SHER File – Content Checklist

Index No	Description	Remarks
1	Company Profile	
2	Project Organogram	
3	SHEQ Policy	
4	Contact List	
5	Project Scope of Work	
6	SHER Specification & Baseline Risk Assessment	
7	SHE Plan Approval Memorandum	
8	Workman Compensation COID: Letter of Good Standing	
9	Notification to Department of Labour/ or Construction Work Permit	
10	37.2: Contractors Written Agreement	
11	Site Entry/ Access Certificate	
12	List of Sub-Contractors	
13	Section 37(1)(v): Agreements between Principal Contractor and Subcontractors	
14	Environmental Authorizations where applicable	
15	Environment Management Plan	
17	Certificates of Competencies	
18	Pre and Exit Certificates of Medical Fitness (Annexure 3)	
19	Annual Medical Records	
23	SHE Plans: Description of Item Required, Fall Protection, Structures Temporary Works, Excavation Work, Demolition Work, Scaffolding, Suspended Platforms, Rope Access, Hoisted Materials, Bulk mixing Plants Cranes, Construction Vehicles and Mobile Plant, Electrical Installations Flammable	

Liquids, Water Environments, Housekeeping, Stacking and Storage, Fire Precautions and Construction Welfare Facilities

25 Risk Assessments – Baseline and activity based HIRA

26 Safe Work Procedures and Method Statements

28 Calibration Certificates

29 Mandatory Registers Required for All Contracts:

30 Description of Item Incident recording Register Principal Contractor SHE Induction Register, First Aid Box Inspection Register, PPE Register, Risk Assessment Communications Register

31 Contract Specific Registers/Checklists

32 Incident Management

33 Emergency Response and evacuation Procedures

34 Minutes of SHEQ meeting

35 SHE Toolbox Talks

36 Job Observations

37 Material Safety Data Sheets

38 Training Records

39 SHE Rep Monthly Inspection Reports

40 Monthly Inspection /Audit Reports

41 Improvement Reports/Non-conformance Reports (Work Stoppages)

42 Client SHERQ/ EMS Audit and Inspection Reports

43 Contractor SHERQ Reports i.e. Contractor weekly report, Monthly Statistics

44 Site Clearance Certificate

45 Temporary Site Closure Checklist

46 Copy of the OSHACT

## Part C4: Site Information

## C4 Site Information

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

Project title:	<i>SAPS: GAUTENG PROVINCE: SINOVILLE SAPS: REPLACEMENT OF PERIMETER FENCE.</i>				
Tender no:	<i>PTQ23/014</i>	WCS no:	<i>055938</i>	Reference no:	<i>N/A</i>

### C4 Site Information

No site information available for this project.





## CLEARVU FENCING, GATES, ETC.

Heavy duty 'Clearvu' hot dipped galvanized, fencing to approved sample with posts finished and erected in accordance with the manufacturer's instructions, colour 'black': All posts all 2,4m height: taper locking post 85mm x 45mm x 95mm deep including locking recess mechanism, end of line post 76mm x 152mm, Corner post 152 mm x 152mm, Baseplate - posts sealed with a UV stabilised polymer cap, All coatings - galvanized, then Marine Fusion Bond coated (acid modified). ClearVu Invisible wall panels: Panel Width (m) 3.305 x 2,40m high x 3,5mm wire diameter. Wire with aperture size (centers) @ 76.2mm x 12.7mm. Panel Formation: Panel reinforced with 4 x 50mm deep. 'V' formation horizontal recessed bands, (rigidity). 2 x 75mm 70° flanges long sides (internal fixtures – anti vandal), (allowing for flush post and panel finish), (48 line wire secure connection, Locking Recess mechanism) and 2 x 30° flanges along top and toe (arrow-straight edges, intergraded. Clamps: 8 x Single bolt comb clamps, 8 x double bolt comb & 24 x Tech -bolts' mechanically galvanized with shark Tooth Spike coated. Concrete bases to posts to be minimum 20 MPa concrete size 400 x 400 x 600mm deep. Prices to include for excavation, supply and placing of concrete, backfilling and compaction and carting away surplus material and spoiling on site.

Clearvu' fence 2400mm high above ground level, comprising of 2400mm high panels of 3,5mm coated wire recessed 300mm into ground level, fixed to 3600mm high posts with the locking recess mechanism posts to be planted in a minimum of 20MPa 20mm aggregate base 400 x 400 x 600mm deep