CONTRACT No. CDC/815/26

FOR THE

REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL FOR THE KWAZULU-NATAL DEPARTMENT OF EDUCATION

CIDB GRADE: 7GB OR HIGHER

BOOK 1:

CLOSING DATE: 15 FEBRUARY 2027
CLOSING TIME: 12H00

PREPARED FOR:

Coega Development Corporation (PTY) Ltd
18 Cranbrook Crescent
Umhlanga Ridge
DURBAN
4319

NAME OF TENDERER:

_____

INDEX

BOOK 1: TENDER

PART T1: TENDERING PROCEDURES

T1.1 INVITATION TO TENDER

T1.2 TENDER DATA

T.1.3 ANNEXURE A – FUNCTIONALITY SCORING CRITERIA

PART C3: SCOPE OF WORK

C3 Description of Work

C3.1 Scope of the Works

C3.2 Drawings

C3.3.1 Occupational Health and Safety Specification

C3.3.2 Environmental Specification

C3.4 Baseline Risk Assessment

C3.5 Contractor's Report

C3.6 Social and Economic Deliverables

C3.7 Performance Report

C3.8 Planning Specifications for Contractors - CIDB Grade 1-9

C3.9.1 CIDB Standard for Developing Skills Through Infrastructure Contracts (April 2023)

C3.9.2 CIDB Standard for Indirect Targeting for Enterprise Development Through Construction works Contracts (February 2013)

PART C4: SITE INFORMATION

C4.1 Site Information

BOOK 2 PART 1 - CONTRACT AND PRICING DATA

PART C1: CONTRACT DATA

TENDER DOCUMENT CHECKLIST

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Construction Guarantee (Pro Forma)

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

C2.3 Final Summary

BOOK 2 PART 2 - RETURNABLE SCHEDULES

PART T2: RETURNABLE SCHEDULES

1. SBD1- PART A: INVITATION TO BID AND PART B: TERMS OF CONDITIONS FOR BIDDING
2. SBD 4 – BIDDER'S DISCLOSURE
3. SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREREFENCIAL PROCUREMENT REGULATIONS 2022
4. PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
5. SCHEDULE OF WORK CARRIED OUT BY TENDERER
6. SCHEDULE OF CURRENT CONTRACTS
7. PROPOSED KEY PERSONNEL

7.1 PROPOSED KEY PERSONNEL CV AND QUALIFICATIONS

8. SCHEDULE OF CONSTRUCTION PLANT AND EQUIPMENT
9. FINANCIAL REFERENCES
10. PROPOSED CONSTRUCTION WORK PROGRAMME AND METHODOLOGY
11. RECORD OF ADDENDA TO TENDER DOCUMENTS
12. FORM L: OCCUPATIONAL HEALTH AND SAFETY ACT SPECIFICATIONS
13. AUTHORITY FOR SIGNATORY
14. JOINT VENTURE DISCLOSURE FORM
15. BBBEE PREFERENCING
16. QUALITY MANAGEMENT PLAN
17. PROTECTION OF PERSONAL INFORMATION: CONSENT
18. CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS
19. FORM K: EME/QSE CPG DECLARATION
20. FORM OF OFFER AND ACCEPTANCE
21. BILLS OF QUANTITIES IN FULL
22. CONSTRUCTION GUARANTEE (3 x Pages)

BOOK 1: THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 INVITATION TO TENDER

T1.1 INVITATION TO TENDER NOTICE

CONTRACT NO CDC/815/26

REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL

The Coega Development Corporation is headquartered in the City of Gqeberha, Nelson Mandela Bay Municipality, South Africa, with a strategic operational footprint in South Africa and beyond the borders on the African continent. Coega's vision is to be the leading catalyst for the championing of socio-economic development. This it seeks to achieve through the development and operation of the 9 003-hectare Coega Special Economic Zone (SEZ), a transshipment hub and a leading investment destination in Africa, providing highly skilled competence and capacity for the execution of complex infrastructure and related projects throughout South Africa and selected markets on the African continent, and advisory on the development of industrialisation and logistics zones. Coega's advanced capabilities are successful enablers in sustainable economic zone development and management, real assets management, infrastructure planning and development, technology integration while realising related socio-economic impact areas such as skills and SMME development. Coega's high-performance ethos is grounded in its commitment to sustainable development, the protection of its people and the planet, and the delivery of infrastructure solutions that support a just social and economic transition to a low-carbon, resource efficient, and climate resilient future. The foundational culture of Coega's approach, backed by its core values, is innovation and continuous improvement.

The CDC has been appointed by the Department of Education, KwaZulu Natal Province (DoE) to assist with rolling out Infrastructure projects for the KwaZulu Natal School Building Programme.

INVITATION AND SCOPE OF SERVICES

The CDC is inviting capable and competent Contractors with an active CIDB grading of **7GB or higher,** for the Refurbishments and Rehabilitations to Sicelokuhle Secondary School in uThukela District in KwaZulu Natal. Potential Emerging Contractors with a CIDB **Grading of 6GB PE CIDB are not eligible to make submissions and will not be considered**.

The scope of work for Sicelokuhle SS comprises of:

- **a.** Site establishment and security, hoarding and learner segregation in an occupied school, temporary services and ablutions, decanting of classes into repaired or temporary accommodation.
- **b.** Complete demolition of Block E (guardhouse), Block F (Kitchen) and ablution Blocks G, H and K including foundations. Services disconnected and made safe. Existing pit latrines decommissioned and backfilled. Waste disposed off lawfully, including any asbestos (Asbestos Abatement Regulations, 2020).
- **c.** Removal of internal walls in Block A (new layout), ceilings to Blocks A and D, damaged floor tiles, plaster, glazing, door leaves, gutters, downpipes, fascias and bargeboards, redundant steps, walkway slabs and fences.
- **d.** Repairs and Renovations to Block A (Administration Block) internal reconfiguration to the DoE Norms (envelope retained), including strongroom, staffroom, offices, store and print rooms. Crack repair to the structural methodology (RM001 / RM003). New insulated ceilings, vinyl floors and granolithic screeds. Doors, windows and security gates replaced. New rainwater goods with harvesting tanks. New roof designed to carry part of the solar PV array.
- **e.** Repairs and Renovations to Block B, and D structural crack repair and stitching, with underpinning where the investigation confirms it, and partial reconstruction at the end of Block B. Roof sheeting, insulation and roof structure repair or replacement. New insulated ceilings. Floor and surface bed repairs. Steel windows, burglar bars and door repaired or replaced, with iron monger. Replastering and repainting. Rainwater goods and harvesting tanks. Repair of corroded steel walkway posts.
- **f.** Construction of new buildings and structure Blocks O, P, Q, R and S (VIP ablutions) and Block M (Nutrition Centre) with bulk dry store, vegetable store, day store, scullery and dining hall, with an LP gas installation to SANS 10087-1. Block N (Guardhouse and Block L (Refuse Yard).
- **g.** External works including earthworks and pavements, stormwater management, combi-court.
- **h.** Supply of Solar PVs and installation.

The construction duration shall be **12 (twelve) calendar months** as stated in the contract document (including the annual builder's holidays).

CONDITIONS OF TENDER

(a) The CDC's Procurement Policy and Procedures shall apply.

(b) Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum active CIDB Contractor grading of **7GB or higher**, potential emerging contractors with

6GB PE CIDB grading are not eligible to make submissions and will not be considered. Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders (to submit a copy of his/her application for CIDB registration with his or her tender submission), in a contractor grading designation of 7GB, are eligible to have their submissions evaluated in accordance with Regulation of the Construction Industry Development Regulations.

(c) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered, for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, may result in disqualification or rejection of the bid.

(d) The following legislation shall apply:

(i) Public Finance Management Act (PFMA);
(ii) Preferential Procurement Policy Framework Act, 2000;
(iii) The Preferential Procurement Regulations 2022;
(iv) The CIDB Act 38 of 2000;
(v) National Treasury Regulations;
(vi) The National Qualifications Framework Amendment Act (Act No. 12 of 2019);
(vii) The Skills Development Act (Act No. 97 of 1998);
(viii) Occupational Health and Safety Act and Regulations, Act (85 of 1993);
(ix) Compensation for Occupational injuries and disease Act (130 of 1993);
(x) BBBEE Act Number 53 of 2003 (as amended by Act Number 46 of 2013);
(xi) "NEMA" National Environmental Management Act (107 of 1998);
(xii) National Water Act (36 of 1998);
(xiii) Disaster Management Act, (57 of 2002);
(xiv) National Building Regulations and Building Standards Act (103 of 1977);
(xv) National Archive and Records Services Act of South Africa; and
(xvi) Any other applicable legislation.

(e) The Bidders must provide all the required information to enable fair and equitable evaluation of submitted Bids. Failure to submit such information might render the Bid to be deemed as being non-responsive and not to be considered further.

(f) Either 80/20 or 90/10 preference point system will apply and the lowest acceptable tender will be used to determine the applicable preference point system, as per the Preferential Procurement Policy Framework Act 2000 shall apply. The allocation of points - will apply as follows:

80/20

(i) Price - 80

(ii) Specific Goals which are B-BBEE Level of Contributor - 20

Or

90/10

(i) Price - 90

(ii) Specific Goals which are B-BBEE Level of Contributor - 10

(g) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses.

(h) All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT. Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS. The CDC will only award the Bid to a Successful Bidder who is tax compliant. The tax compliant status of the Bidders (and all the members in the Bidding Team in the case of Consortia or Joint Ventures) will be verified through the CSD and South African Revenue Services (SARS) website.

(i) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0

(j) As per amended construction codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover of above R 3 million must also submit a B-BBEE verification certificate issued by a SANAS-accredited verification agency, as they are required to comply with 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R 3 million are exempted from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise.

(k) Bidders must complete and sign the POPI Act form. In the case of a Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed.

(l) In case of a Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate would be required,

and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise.

(m) In case of a Joint Venture (JV) award, the entity will be expected to provide valid proof of registration with Compensation Fund Licensed Insurer specified as JV entity for a specific duration.

(n) Bids will be evaluated based on functionality assessment, and bidders are required to meet the minimum threshold of **70 points** to pass functionality to be evaluated further.

(o) The contingency funds will be under the control of the client and not the contractor.

(p) CDC will not award more than two active projects to one bidder, unless one project has reached at least 80% practical completion stage. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded other two contracts.

(q) Public servants are prohibited from conducting any form of business with any organ of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out by the CDC and the Bidders will be disqualified should they be found to be in contravention with this requirement.

(r) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational Injuries and Disease Act, Act (130 of 1993), and Disaster Management Act, Act (57 of 2002), and all relevant legislation throughout the duration of the contract. Upon appointment of the successful bidder, the Service Provider will be required to develop Occupational Health, Safety and Environmental Management Systems in compliance to the SANS Norms and Standards. CDC SHEQ Unit will monitor compliance and implementation of Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract.

(s) Upon award the successful Bidder will be required to provide valid proof of registered Construction Health and Safety Officer (CHSO) / Construction Health and Safety Manager (CHSM) with SACPCMP within the prescribed period. No candidate registration will be accepted. The **CHSO/CHSM** must have **5 years or more relevant** proven record of years of experience.

(t) Upon award the successful bidder will be required to provide a Contracts Manager registered with SACPCMP as PrCPM or PrCM. The Contracts Manager must have 8 years relevant experience in the construction of institution of learning, Warehouse / office blocks facilities / hospitals et. (General Building Classification).

(u) This contract will be implemented under the CIDB Best Practice Project Assessment Scheme, known as the BUILD Programme. If so, then the successful bidders will be required to achieve the set targets in the Standard for Developing Skills Through Infrastructure Contracts as published in Government Gazette No. 48491 of 28 April 2023, and the Standard for Indirect Targeting for Enterprise Development Through Construction Works Contracts as published in Government Gazette No. 36190

of 25 February 2013.

(v) The CDC may accept or reject the tender offer or may cancel the tender process and reject all tender offers at any time before the formation of a contract. The CDC shall not accept or incur any liability to a Bidder for such cancellation and/or rejection but will give written reasons for such action.

(w) Entities and/or individual members are not allowed to be members of another Bidding Team, JV/Consortium or subcontractor for this contract.

(x) If there are any changes in the composition of the Key Personnel in the Bidding Team at any point after the award of the bid, the Bidder would be required to advise the CDC of such, where the credentials of the replacement should not be less than those provided in the approved tender submission. Such changes must be approved by the CDC's delegated personnel.

(y) Bidders are requested to provide an Intent to Enter into a JV/Consortium Agreement. The actual Agreement will need to be finalised, signed, and submitted by the JV/Consortium Partners of the successful Bidder at the conclusion of this Bidding process.

(z) Any misrepresentation of information will lead to immediate disqualification of the Bidder and its Submission will be deemed as being null and void. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of the tender document and signs the submission as correct and sound documentation that the CDC could put its reliance on.

(aa) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the Bid Document to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realized. The CDC will not be accountable for any such omission by the prospective bidders.

(aa) Late Submissions, i.e., Submissions received after the closing date and time for this tender, **Monday, 15 February 2027 @ 12h00**, will not be accepted.

(bb) No telephonic or any other form of communication with any other CDC member of staff, other Procurement representative, relating to this request for tender will be permitted. All enquiries regarding this tender must be in writing only and must be directed to e-mail: kzntenders81526@coega.co.za; no queries will be responded to after the **Monday, 25 January 2027. Queries sent between 17 December 2026, and 15 January 2027 will be responded to on 18 January 2027.**

(cc) One person cannot represent more than one entity at the compulsory briefing meeting.

(dd) Incomplete Tender document Submissions will be deemed null and void and shall be considered non-responsive.

(ee) The Tender validity period shall be sixteen (16) weeks from the date of Closure of bids.

Bid documents for this Tender Process can be downloaded free of charge from the CDC website (www.coega.com) and the National Treasury e-tender portal publication from **10h00** on **Friday, 27 November 2026**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

In a case a Bidder prefers to purchase a physical bid document, Tender documents can be collected from the CDC Umhlanga Office, 18 Cranbrook Crescent, Umhlanga, Durban from Friday, **27 November 2026 from 10h00**. Bid documents can be purchased from the CDC Umhlanga Offices during the normal working hours of between 08h00 and 16h30, Monday to Friday. A non-refundable bid fee of R 700.00 should be deposited to Account Name: CDC – DoE; Standard Bank, Account No: 080 224 555, Branch Code 050 017 and proof of payment is required upon collection of the bid documents. No tender document will be available at the Briefing Meeting. **NO CASH WILL BE ACCEPTED**

A compulsory briefing meeting will be held on **Tuesday, 08 December 2026 at** 11h00, at Sicelokuhle Secondary School situated at Peace Town, Ladysmith in KwaZulu-Natal, South Africa. **The Co-ordinates to the school are: (28°26'22.08"S; 29°44'28.06"E")**. Minutes of the briefing meeting will be shared with all Prospective Bidders who attended the Compulsory Briefing Meeting.

One original completed bid document shall be placed in a sealed envelope clearly marked: **"CDC/815/26 – REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY IN UTHUKELA DISTRICT, KWAZULU-NATAL".**

The closing date and time for the receipt of completed bids is **Monday, 15 February 2027** at **12h00.**

Completed bids must be placed in the tender box at the reception desk of the **CDC Umhlanga Office, 18 Cranbrook Crescent, Umhlanga, Durban.** Bids will be opened in public, and the opening register will be posted on the CDC website within 48 hours of the tender closure, and no late submissions will be considered.

Bidders must ensure that all bid documents are submitted in a secure, sealed, tamper-proof envelope or container. The submission must be secure against any form of tampering, alteration, removal, or insertion of documents. Any bid submission received in packaging that appears to be torn, unsealed, loose papers or otherwise compromising the integrity of the contents may be deemed non-responsive and disqualified at the discretion of the CDC.

Bidders using courier services are to ensure that the person delivering the tender document registers the correct bidding entity name and in the case of submitting more than one bid for different entity to register individually.

Incomplete RFP Document and failure to provide mandatory information required in this bid will result in the submissions being deemed null and void and shall be considered non-responsive.

Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted.

There shall be no disclosure, other than to the Clients legal and technical advisors of the tender amounts, method of work, conditions, etc., to any service tenderer nor to any parties who have not submitted tender documents. The CDC reserves the right not to accept the lowest proposal in part or in whole or any proposal.

T1.2 TENDER DATA

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019 (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
C.1.1	The Employer is: Coega Development Corporation (Pty) Ltd.

C.1.2	The Tender Documents issued by the Employer comprise the following documents: **BOOK 1 – THE TENDER** **PART T1: TENDERING PROCEDURES** Tender Document Checklist T1.1 Invitation To Tender T1.2 Tender Data T1.3 Functionality Scoring Criteria **PART C3: SCOPE OF WORK** C3 Scope of Work C3.1 Description of the Works C3.2 Drawings C3.3.1 Health and Safety Specification C3.3.2 Environmental Specification C3.4 Baseline Risk Assessment C3.5 Contractor's Report C3.6 Social and Economic Deliverables C3.8 Planning Specifications for Contractors – CIDB Grade 1-9 C3.9.1 CIDB Standard for Developing Skills Through Infrastructure Contracts (April 2023) C3.9.2CIDB's Standard for Developing Skills Through Infrastructure Contracts (March 2023) C3.9 CIDB's Standard for Indirect Targeting for Enterprise Development Through Construction works Contracts (January 2013) **PART C4: SITE INFORMATION** C4.1 Site Information

C.1.2 cont...

BOOK 2

PART C1: CONTRACT DATA

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Construction Guarantee (Pro- Forma)

PART C2: PRICING DATA

C2.1 Pricing Instructions
C2.2 Bills of Quantities
C2.3 Final Summary

PART T2: RETURNABLE SCHEDULES

1. SBD 1 - Part A: Invitation to Bid and Part B: Terms of Conditions for Bidding
2. SBD 4 – Bidder's Disclosures
3. SDB 6.1 Preference Point Claim form in terms of the Preferential Procurement Regulations 2022
4. Proof of CIDB Registration (provide CIDB registration number)
5. Schedule of Work carried out by the Tenderer.
6. Schedule of Current Contracts
7. Proposed Key Personnel

7.1 Proposed Key Personnel CV and Qualifications

8. Schedule of Construction Plant and Equipment
9. Financial References
10. Proposed Construction Work Programme and Methodology
11. Record of Addenda to Tender Documents
12. Form L: Occupational Health and Safety Act Specifications
13. Authority For Signatory
14. Joint Venture Disclosure Form
15. BBBEE Preferencing
16. Quality Management
17. Protection Of Personal Information: Consent
18. Certificate Of Acquaintance with Tender Documents
19. Form K – EME/QSE CPG Declaration
20. Form of Offer and Acceptance
21. Bill of Quantities in full
22. Construction Guarantee

(3 x)

C.1.4	The Employer is: Name: **Coega Development Corporation** Address: **18 Cranbrook Crescent** **Umhlanga Ridge** **Durban** **4319** E-mail: kzn**tenders81526@coega.co.za**
C.2.1	Only those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders to submit a copy of his/her application for CIDB registration with his or her tender submission), in a contractor grading designation of 8GB or higher, are eligible to have their submissions evaluated in accordance with Regulation of the Construction Industry Development Regulations,.
C.2.7	The arrangements for a **compulsory briefing meeting** are: **Venue: Sicelokuhle Secondary School** situated at Peace Town, Ladysmith in KwaZulu-Natal, South Africa. **The Co-ordinates to the school are: (28°26'22.08"S; 29°44'28.06"E")**. **Date: 08 December 2026** **Time: 11h00**
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an **original only.**
C.2.13.9	Telephonic, telegraphic, telex, tippexed, facsimile or e-Mailed tender offers will not be accepted
C.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box** : **Coega Development Corporation (Pty) Ltd.** **Physical address** : **CDC KZN Office** **18 Cranbrook Crescent** **Umhlanga, Durban** **4319** **Identification details** : **CDC/815/26**
	Title of Tender : **REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-**

	NATAL **The closing date : 15 February 2027** **Time of the tender closure: 12:00** **Identification details: "CDC/815/26 – REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL"**
C.2.16	The tender validity period shall be sixteen (16) weeks.
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
C.2.19	Access shall be provided for the following inspections, tests and analysis: **Geotechnical Report available on request.**
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section **C.1.3** Construction **Guarantee (Pro Forma)** of this document
C.3.4	Tender closing date is **15 February 2027** at **12:00**. Bids will be opened in public; and the opening register will be posted on the CDC website within 48 hours of the tender closure.
C.3.5	A two envelop system will NOT be followed.

C.3.11.1 The CDC Procurement Policy shall apply either the 80/20 or 90/10 preference point system, as per the Preferential Policy Framework Act 2000: Preferential Procurement Regulation 2022 is applicable for allocating points for price and points for Specific Goals. The allocation of preference points will apply as follows:

TABLE 4: TENDER EVALUATION POINTS

AREA OF EVALUATION	MAXIMUM POINTS (80/20)	MAXIMUM POINTS (90/10)
Price	80	90
Specific Goals: B-BBEE Status Level Contribution	20	10
Total Points (S)	100	100

The formula to be used is as follows.

$$Ps = 90\ [1 - \frac{Pt - P\min}{P\min}]$$

OR

$$Ps = 80\ [1 - \frac{Pt - P\min}{P\min}]$$

Where:

PS = Points scored for comparative price of tender or offer under consideration.

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

C.3.13.1	**Compliance Administrative Requirements** (1) Completed and signed **Invitation to Bid (SBD 1).** In the case of a Joint Venture/Consortium, each entity **MUST** provide the CSD number in the SBD 1 form. (2) Completed and signed Bidder's Disclosure Form (SBD 4). In case of a Joint Venture/Consortium, a SEPARATE SBD 4 form in respect of each party to the JV MUST be completed and submitted. (3) Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations 2022. (4) Bidders must complete and sign the POPI Act Consent Form. In case of Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed ***"Failure to submit the documents indicated above even after the bidder has been notified and given a maximum of seven calendar days to rectify may invalidate the bid".*** **NB: Failure to complete all mandatory information will result in submissions being deemed null and void and shall be considered *"non-responsive"*.** Tender offers will only be accepted if the following completed and original mandatory documents are supplied with the tender: **Mandatory Requirements** (1) Signed the Attendance Register at the mandatory briefing meeting to be completed in the name of the bidding entity. One person cannot represent more than one company. Failure to attend the Compulsory Briefing Meeting WILL lead to the Bidder's elimination and the submission WILL not be evaluated further. (2) Minimum required is an active CIDB grading of **7GB or Higher**. Potential emerging bidders with a 6GB PE CIDB grading are not eligible to bid. (3) Fully Completed and Signed Form of Offer. (4) Signed letter of intent to enter Joint Venture/Consortium or signed JV agreement. To be signed by all parties. (Where applicable). (5) Completed and Signed Certificate of Authority of Signatory to be signed by **ALL BIDDING** organisations or entities. **Bidders with only one Director are not required to complete the Certificate of Authority, provided that the Director signs the bid documents personally and does not delegate such authority to another person.** In case of a Joint Venture/Consortium, the Authority of Lead Partner to sign JV/Consortium documents **MUST** also be provided and signed by all parties in the JV/Consortium. Proof of authority to sign may be submitted in the form of a company resolution per bidding entity. (6) An original fully completed, priced and handwritten Bill of Quantities (including Mechanical, Electrical BoQ & SHE BoQ (where applicable), must be filled in clearly legible with permanent black ink.

In cases where the P&G's is not priced the bidder must explicitly indicate as such. Failure to provide the total amount for P&G's or to state if the amount is covered elsewhere will result in immediate disqualification. The bidder must expressly state "included or elsewhere covered" for the line items that are considered to be covered elsewhere in measured works items. Non- compliance will lead to immediate disqualification. Any mistakes must be neatly crossed with one line and corrected rate written above it and initialized by the Tenderer. Copies of the priced BoQ, alternatively scanned copies of priced Bills of Quantities are not acceptable and may result in disqualification.

ADDITIONAL INFORMATION REQUIRED

(1) As per amended construction codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover of above R 3 million must also submit a B-BBEE verification certificate issued by a SANAS-accredited verification agency, as they are required to comply with 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R 3 million are exempted from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise.

(2) Provide information that covers the level of education and training and the positions held of the key staff /personnel (specific to the Contracts Manager, Site Agent / Construction Manager and Site Foreman / Construction Supervisor, in a form of a CV. Please provide copies of qualifications with relevant experience to execute the works.

(3) Bidders MUST provide completion certificates or performance reports or reference letters from the previous employer or consultants that they have worked with.

(4) Bidders to provide a Construction Work Programme and basis of schedule

Bidders are to provide documentation indicating the availability of a quality management system or quality management plan that will be utilized for this project, and ISO 9001 certifications

	(5) As per amended construction codes, all Generic entities and QSEs with less than 51% Black ownership are required to submit a valid SANAS-accredited B-BBEE Verification Certificate reflecting all applicable B-BBEE elements. QSEs with at least 51% Black ownership and EMEs with an annual turnover of above R 3 million must also submit a B-BBEE verification certificate issued by a SANAS-accredited verification agency, as they are required to comply with 40% sub-minimum for the Skills Development element to avoid a discounting of their B-BBEE level. EMEs with an annual turnover of less than R 3 million are exempted from the sub-minimum requirement and may submit either a sworn affidavit or a certificate issued by CIPC confirming their ownership and annual turnover. In the case of a Joint Venture (JV) or Consortium, a consolidated B-BBEE certificate must be submitted. The JV certificate must be prepared and issued for this specific project. It must also be accompanied by the individual B-BBEE certificates or affidavits of each participating entity to confirm the type and status of each enterprise. (6) Provide information that covers the level of education and training and the positions held of the key staff /personnel (specific to the Contracts Manager, Site Agent / Construction Manager and Site Foreman / Construction Supervisor, in a form of a CV. Please provide copies of qualifications with relevant experience to execute the works. (7) Bidders MUST provide completion certificates or performance reports or reference letters from the previous employer or consultants that they have worked with. (8) Bidders to provide a Construction Work Programme and basis of schedule (9) Bidders are to provide documentation indicating the availability of a quality management system or quality management plan that will be utilized for this project, and ISO 9001 certifications

	QUALITATIVE ASSESSMENT (1) The highest scoring bidders will be evaluated on qualitative assessment to determine the acceptable lowest tender price and to ascertain other possible risks pertaining to the bidder's capacity, past performance, and risks i.e. financial etc. The BOQ will be scrutinised to check for arithmetic errors and communicate with the bidders to acknowledge and decide if the bottom price will still stand. Tender offers will be compared against cost estimates as well as the market average to confirm if the tender offers are market related with no risks around the pricing. The bidders will also be checked on the National Treasury Database of restricted suppliers as well as national Treasury defaulters listing. (2) Bidders may be called for a clarification meeting to discuss any risks identified, rates and price methodology.
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is **1 (one)**

Notes:

- **Note 1**: In the case of the CIDB Standard for Skills Development there are NO returnable documents (except for the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide the contractor with the required documents which shall be completed by the contractor and submitted within the stipulated period.
- **Note 2**: In respect of the CIDB Standard for Indirect Targeting & Enterprise Development, there are NO returnable documents (except for pricing the relevant section of the Bill of Quantities). Following award of the contract to the successful tenderer, the employer shall provide the contractor with the required documents which shall be completed by the contractor and submitted within the stipulated period.

T1.3 FUNCTIONALITY SCORING CRITERIA

TABLE A1: -FUNCTIONALITY CRITERIA SCORE

#	FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
		DESCRIPTION	MAX POINTS	
1.0	Demonstrated experience (past performance) in comparable projects – Construction of Institutions of learning, Warehouse/office block facilities/ Hospitals etc. (General Building – GB classification).		25	This criterion covers the experience and knowledge that the Bidder has with working on other construction projects that are comparable in terms of complexity, size, value, and construction durations. Bidders are to provide details of construction projects that have been **completed in the past 5 years**. **Bidders MUST provide Letter of Appointment(s) and Completion certificate(s) from previous employers.** **The CDC reserves the right to verify this information.**
2.0	Locally based service providers i.e. Service providers based in the area where the school is located within KwaZulu-Natal Province.		20	The Bidders must submit proof of office establishment as evidence to demonstrate locality. The evidence required should be in the form of a Title Deed in the name of the Bidder, a Valid signed Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible), a Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing Clearance Certificate in the name of the Bidder. Failure to submit sufficient proof of occupancy will render the bid non-responsive. **Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.**
3.0	Sub-Contracting with QSEs/ EMES within the targeted areas		15	The bidders are to provide **Form K** – completed and signed – indicating their commitment to the Contract Participation Goal (in %) and rand-values for sub-contracting to EMEs/ QSEs. The areas are defined as follows: • Area: Alfred Duma Local Municipality, KZN

4.0	Qualifications, competency	Site Agent / Construction Manager	10	The bidders are to provide information that covers the level of qualifications and competency for the Site Agent/Construction Manager and Site Foreman/Construction Supervisor. Please provide certified, valid copies of qualifications. If no copies of qualifications are supplied, no score will be allocated.
		Site Foreman / Construction Supervisor	10	
5.0	Experience of the key staff personal that will be available to manage the execution of the project (refer to returnable sheet T2.7.1)	Site Agent / Construction Manager	10	The bidders are to provide information that covers the level of experience and the positions held of the key staff /personnel (**Specific to the Site Agent/Construction Manager and Site Foreman/Construction Supervisor).** Please provide copies of CV's. CVs to make specific reference to relevant experience in construction of Institutions of learning, Warehouse/office block facilities/ Hospitals or similar building projects.
		Site Foreman / Construction Supervisor	10	

[1]See **IMPORTANT NOTES** below regarding Key Personnel.

A maximum of **100 evaluation points** will be awarded in respect of functionality scoring

A **minimum of 70 points** of the total number of points will be required to be considered further.

- **Key personnel** will be expected to be available for all site and other meetings (co-ordination and technical meetings) as the project requires.
- Should it be necessary to replace or supplement any of the personnel listed during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

Details of the key personnel proposed for this project must be included in **Form T2.7**: Proposed Key Personnel **(T2 Returnable Documents)**

TABLE A2: - INDICATORS FOR THE SCORING OF FUNCTIONALITY CRITERIA

#	FUNCTIONALITY CRITERIA		EVALUATION INDICATORS			
		NO RESPONSE (SCORE 0 points)	POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
1.0	Demonstrated experience (past performance) in comparable projects – Construction repairs and renovations of Institutions of learning, Warehouse/office block facilities/ Hospitals etc. (General Building – GB classification).	Failed to provide information.	**Value of one (1) project** completed in the last 5 years less than R9 Million (incl VAT) per single value project.	**Value of one (1) project** completed in the last 5 years of R9 Million (incl VAT) or more per single value project.	**Value of two (2) projects** completed in the last 5 years of R9 Million (incl VAT) or more per single value of project.	**More than two (2) projects** completed in the last 5 years of R9 Million (incl VAT) or more per single value of project.
2.0	Locally based service providers, i.e. Service providers based in the area where the school is located within KwaZulu-Natal Province.	No information provided	Outside of the province	Within the KwaZulu-Natal Province	The bidder is based within the uThukela District, KZN	The bidder is based within the Alfred Duma Local Municipality.
3.0	Commitment to sub-contracting with QSEs/ EMEs within the targeted area. Area: Alfred Duma Local Municipality, KZN	Zero/No commitment to sub-contracting QSEs / EMEs in The Alfred Duma Local Metropolitan Municipality,	Commitment to sub-contracting less than 36 % to QSEs/ EMEs in the targeted area: Alfred Duma Local Municipality, KZM	Commitment to sub-contracting 36 % to QSEs/ EMEs in the targeted area: Alfred Duma Local Municipality, KZN	Commitment to sub-contracting more than 36% up to 38% to QSEs/ EMEs to QSEs/ EMEs in the targeted area: Alfred Duma Local Municipality, KZN	Commitment to subcontracting more than 38% up to 40% to QSEs/ EMEs in the targeted area: Alfred Duma Local Municipality, KZN

#	FUNCTIONALITY CRITERIA			EVALUATION INDICATORS			
			NO RESPONSE (SCORE 0 points)	POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
4.0	Qualifications of the key staff/personnel who will be available to manage the execution of the project. Note that these scores will be applied to each required individual before application of the weighting factor.	Site Agent/ Construction Manager	Failed to provide information	Artisan / trade certificate/ accredited certificates in the built environment.	National Diploma in the built environment.	A BSc or BTech Degree in the built environment.	A Post-graduate degree in the built environment.
		Site Foreman/ Construction Supervisor		Short Courses in relevant field, Informal and non-accredited technical training (short course attendance certificates) in the built environment.	Working towards a certificate in the built environment. (studying/registered to write a trade test or similar within a year).	Artisan/trade certificate/ accredited certificates in the built environment.	National Diploma in the built environment.

#	FUNCTIONALITY CRITERIA		NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
				POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
5.0	Experience of the key staff personal that will be available to manage the execution of the project – (Averaged score for **the Site Agent/Construction Manager and Site Foreman/Construction Supervisor**). Experience must be in the Construction of Institutions of learning, Warehouse/office block facilities/ Hospitals etc. (General Building – GB classification).	Site Agent / Construction Manager		Less than 5 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Agent / Construction Manager.	From 5 to 7 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Agent / Construction Manager.	More than 7 years but less than 9 years of relevant experience in the construction of institutions of learning, Warehouse/office block facilities / Hospitals etc. (General Building Classification) as a Site Agent / Construction Manager.	9 years plus relevant experience in the construction of institutions of learning, Warehouse/office block facilities / Hospitals etc. (General Building Classification) as a Site Agent / Construction Manager.
		Site Foreman/ Construction Supervisor		Less than 6 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman/	From 6 to 10 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a	More than 10 years but less than 12 years of relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman/ Construction Supervisor	12 years plus relevant experience in the construction of institutions of learning, Warehouse / office block facilities / Hospitals etc. (General Building Classification) as a Site Foreman/ Construction Supervisor

#	FUNCTIONALITY CRITERIA			EVALUATION INDICATORS			
			NO RESPONSE (SCORE 0 points)	POOR (25 points)	SATISFACTORY (50 points)	GOOD (75 points)	VERY GOOD (100 points)
				Construction Supervisor.	Site Foreman/ Construction Supervisor		

Definition of Areas

- Area 1: Alfred Duma Local Municipality
- Area 2: uThukela District, KZN
- Area 3: KZN Province

PART C3

DESCRIPTION OF THE WORK

C3.1 SCOPE OF WORK

PART C3 – DESCRIPTION OF WORKS

C3.1 SCOPE OF WORKS

a. Site establishment and security, hoarding and learner segregation in an occupied school, temporary services and ablutions, decanting of classes into repaired or temporary accommodation.

b. Complete demolition of Block E (guardhouse), Block F (Kitchen) and ablution Blocks G, H and K including foundations. Services disconnected and made safe. Existing pit latrines decommissioned and backfilled. Waste disposed off lawfully, including any asbestos (Asbestos Abatement Regulations, 2020).

c. Removal of internal walls in Block A (new layout), ceilings to Blocks A and D, damaged floor tiles, plaster, glazing, door leaves, gutters, downpipes, fascias and bargeboards, redundant steps, walkway slabs and fences.

d. Repairs and Renovations to Block A (Administration Block) internal reconfiguration to the DoE Norms (envelope retained), including strongroom, staffroom, offices, store and print rooms. Crack repair to the structural methodology (RM001 / RM003). New insulated ceilings, vinyl floors and granolithic screeds. Doors, windows and security gates replaced. New rainwater goods with harvesting tanks. New roof designed to carry part of the solar PV array.

e. Repairs and Renovations to Block B, and D structural crack repair and stitching, with underpinning where the investigation confirms it, and partial reconstruction at the end of Block B. Roof sheeting, insulation and roof structure repair or replacement. New insulated ceilings. Floor and surface bed repairs. Steel windows, burglar bars and door repaired or replaced, with iron monger. Replastering and repainting. Rainwater goods and harvesting tanks. Repair of corroded steel walkway posts.

f. Construction of new buildings and structure Blocks O, P, Q, R and S (VIP ablutions) and Block M (Nutrition Centre) with bulk dry store, vegetable store, day store, scullery and dining hall, with an LP gas installation to SANS 10087-1. Block N (Guardhouse and Block L (Refuse Yard).

g. External works including earthworks and pavements, stormwater management, combi-court.

h. Supply of Solar PVs and installation.

Exclusions

i) Fluctuations in foreign exchange;

ii) Loose furniture and fittings;

iii) Telephones and PBX installations;

iv) Artworks and graphics;

v) Computers and data cabling; and

vi) Land costs

CONTRACT PERIOD

The construction period shall be **12 (twelve) calendar months as stated in the contract document** (Including annual builder's holidays).

C3.2 DRAWINGS

A set of drawings is attached to the tender documents on a USB. A link to the set of drawings can also be downloaded from the CDC website.

C3.2 DRAWINGS

CONTRACT No. CDC/815/26

FOR THE REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT KWAZULU-NATAL FOR THE KWAZULU-NATAL DEPARTMENT OF EDUCATION

CIDB GRADE: 7GB OR HIGHER

DRAWINGS

CLOSING DATE: 15 FEBRUARY 2027

CLOSING TIME: 12H00

PREPARED FOR:

Coega Development Corporation (PTY) Ltd 18 Cranbrook Crescent
Umhlanga Ridge DURBAN
4319

NAME OF TENDERER:

_____

C3.2 DRAWINGS

A set of drawings is attached to the tender documents on a USB. A link to the set of drawings can also be downloaded from the CDC website.

C3.3.1 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (DESIGNERS) FOR THE SICELOKUHLE HIGH SCHOOL

Report Nº

CDC-SBU-SPC-261-26

Classification: Public

07 OCTOBER 2026

STAGE 3 OHSS SICELOKUHLE

DOCUMENT INFORMATION SHEET

Title of Document	:	*Occupational Health and Safety Specification (Designers) for the repairs and renovations for SICELOKUHLE HIGH SCHOOL.*
Type of Document	:	*Safety Specification (Designers)*
Document Number	:	*CDC-SBU-SPC-261-26*
Prepared by	:	*Moosa Mahomed*
Typed by	:	*Moosa Mahomed*
Business Unit	:	*KZN-BU*
Prepared for	:	*Designer*
Date of Issue	:	*07 OCTOBER 2026*

STAGE 3 OHSS SICELOKUHLE

Copyright

All rights reserved. No part of this document may be reproduced or distributed in any form or by any means, electronic, mechanical, photocopying or recording or otherwise, or stored in a database or retrieval system, without the prior written permission of the Coega Development Corporation (Pty) Ltd. ©

DOCUMENT CONTROL SHEET

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

ORIGINAL	Prepared by	Reviewed by	**Approved by**
Date: 08/10/2026	Name: Moosa Mahomed	Name: **Msawenkosi Mteki/ Sisekelo Jali**	Name: Liso Lila
	Signature: 	Signature: 	Signature: 

REVISION CHART

REVISION 1	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:

STAGE 3 OHSS SICELOKUHLE

1 INTRODUCTION

This Occupational Health and Safety (OHS) Specification has been compiled by the Client / Client's Agent in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) (the OHS Act) and Regulation 5(1)(b) of the Construction Regulations, 2014, promulgated thereunder. It forms part of the tender and contract documentation for the project described below and is binding on the Principal Contractor and all Contractors engaged on the project.

The project comprises the repair and renovation of existing school buildings and facilities at SICELOKUHLE HIGH SCHOOL, together with the design (where applicable), supply, installation, testing and commissioning of solar photovoltaic (PV) generation and associated energy storage and electrical upgrades. The works will be carried out on an **operational school site**, which means that learners, educators, school staff, parents, service providers and visitors may be present on or adjacent to the construction site during the contract period.

This specification must be read in conjunction with the General Conditions of Contract, the Scope of Works, the Client's Baseline Risk Assessment, the asbestos survey report (where available), the geotechnical and structural reports, the electrical and PV design documentation and all other tender and contract documents. Where any conflict arises between this document and other contract documents, the more stringent requirement shall apply.

2 PURPOSE AND OBJECTIVES

The purpose of this specification is to:

- Protect the health and safety of all persons on or affected by the construction site, including employees, contractors, sub-contractors, learners, educators, school staff, visitors, parents and members of the public;
- Set out the minimum health and safety requirements with which the Principal Contractor and all Contractors must comply for the duration of the contract;
- Ensure compliance with the OHS Act, the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act, 1993 (COIDA) and all other applicable legislation and SANS standards;
- Establish clear roles, responsibilities and accountability for health and safety management on the project, including the interface between the contractor and the school management;
- Identify the key risks associated with repairing and renovating existing school buildings, working in an occupied school environment, and installing solar PV and battery storage systems, together with the control measures required to manage them; and
- Provide a framework for the monitoring, auditing and enforcement of health and safety compliance throughout the duration of the works, up to and including handover to the school.

STAGE 3 OHSS SICELOKUHLE

3 LEGAL FRAMEWORK

The following legislation, regulations and standards are applicable to this contract and shall be complied with in full. This list is not exhaustive, and the Principal Contractor remains responsible for identifying and complying with all applicable legal requirements, using the latest edition of each standard in force at the date of tender.

Standard / Legislation	Scope of Application
OHS Act 85 of 1993 & Construction Regulations, 2014	Client, Designer and Principal Contractor duties
Asbestos Abatement Regulations, 2020	ACM identification and management pending removal
SANS 23601	Safety identification / evacuation signage
Environmental Regulations for Workplaces, Section 9(2), OHS Act 85 of 1993	Emergency preparedness and fire-fighting equipment
SANS 10400 (Parts A–XA)	Accessibility, fire protection and general building safety relevant to concept design
SANS 10142-1: Wiring of Premises	Electrical installation safety – interim isolation and concept reticulation design
SANS 241: Drinking Water Quality	Water safety benchmark for interim and permanent potable water supply
The Regulations Relating to Minimum Uniform Norms and Standards for Public School Infrastructure, 2024 (GN No. 50876, 27 June 2024)	Minimum uniform norms and standards for public school infrastructure
KZN DoE Guidelines for Safe School Environments	Departmental safety requirements for occupied school sites

STAGE

4 DEFINITIONS AND ABBREVIATIONS

Term	Meaning
Act	The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), as amended.
Client	The party for whom the works are being executed, being the [Insert Provincial Department of Education / Implementing Agent], or its duly appointed Agent.
Client's Agent	A person appointed in writing by the Client to act on the Client's behalf in respect of health and safety obligations under the Construction Regulations.
School	SICELOKUHLE HIGH SCHOOL, including its grounds, buildings, sports fields, boundary fencing and access roads.
School Principal / SGB	The School Principal and the School Governing Body, who are responsible for the day-to-day operation of the school and who act as the Client's on-site liaison for school operations.
Learner	Any child enrolled at the School, including learners with disabilities or special educational needs.
Operational School	The condition in which the School remains open and in use by learners and staff, wholly or partially, during the construction period.
Restricted Work Zone	A physically demarcated and secured area, approved by the School Principal and the Client's Agent, within which construction work is performed and from which learners and unauthorised persons are excluded.
Principal Contractor	The Contractor appointed by the Client to perform construction work, and who has been made aware of their duties in terms of the Construction Regulations.
Contractor	Any person, including the Principal Contractor, who performs construction work and who is registered with the Compensation Fund or a licensed compensation insurer.
Construction Work	As defined in the Construction Regulations, and includes the construction, erection, alteration, renovation, repair, demolition or dismantling of the buildings, structures and installations covered by this contract, including the installation of solar PV and storage systems.
Designer	Any person who prepares a design, including the architect, structural engineer, electrical engineer and PV system designer responsible for the project.
Registered Person	A person registered with the Department of Employment and Labour as an Installation Electrician, Master Installation Electrician or Single-Phase Installation Electrician in

Term	Meaning
	terms of the Electrical Installation Regulations, 2009, and entitled to issue a Certificate of Compliance.
Competent Person	A person who has, in respect of the work or task to be performed, the required knowledge, training, experience and, where applicable, qualifications.
Asbestos-Containing Material (ACM)	Any material containing asbestos, including asbestos-cement roof sheeting, ceiling boards, pipes, gutters, water tanks, flues, and certain floor tiles, adhesives and insulation products.
PV System	A solar photovoltaic installation comprising PV modules, mounting structures, DC cabling, combiner boxes, isolators, inverters, AC protection, earthing and lightning protection, and monitoring equipment.
BESS	Battery energy storage system, including batteries, battery management system, enclosures and associated protection and ventilation.
Risk Assessment	A programme to identify hazards and associated risks and to plan, organise and implement control measures, as required by Construction Regulation 9.
H&S Plan	The site- and project-specific Health and Safety Plan developed by the Principal Contractor in terms of Construction Regulation 7(1)(a).
H&S File	The consolidated file of health and safety documentation required to be kept on site and handed over on completion, in terms of Construction Regulation 7(1)(b) and (e).
LSSP	The Learner Safety and Site Segregation Plan required by Section 8.2 of this specification.
PPE	Personal Protective Equipment.
COIDA	Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

5 SCOPE OF WORKS

This specification applies to all construction work undertaken in connection with the repairs, renovations and solar upgrades at SICELOKUHLE HIGH SCHOOL, including but not limited to the items below. The detailed scope is set out in the Scope of Works and Bills of Quantities and shall be confirmed against them before this specification is finalised.

5.1 Repairs and renovations

- Repair and replacement of roof coverings, roof structures, gutters, downpipes, fascias and ceilings, including the removal and disposal of any asbestos-containing materials;
- Structural and masonry repairs, including crack repairs, plastering, waterproofing and damp-proofing, and the demolition or alteration of walls, partitions and openings where required;
- Replacement and repair of doors, windows, glazing, burglar bars, security gates and perimeter fencing;
- Refurbishment of classrooms, laboratories, libraries, administration blocks, halls and storerooms, including floor finishes, painting and the removal of lead-based paint where present;
- Repair and upgrading of ablution facilities, water supply, plumbing, drainage and sewer connections, including the replacement of pit latrines and the decommissioning of septic tanks where specified;
- Upgrading of the electrical installation, including distribution boards, circuits, earth leakage protection, lighting and emergency lighting;
- Fire safety upgrades, including extinguishers, detection and alarm systems, escape routes and signage, in accordance with SANS 10400-T; and
- Improvement of accessibility for persons with disabilities, including ramps and handrails (SANS 10400-S), and external works such as paving, stormwater drainage and kerbing.

5.2 Solar and energy upgrades

- Supply and installation of roof-mounted and/or ground-mounted solar PV arrays and associated mounting structures;
- Supply and installation of inverters, DC and AC distribution equipment, cabling, earthing, lightning and surge protection, and monitoring equipment;
- Supply and installation of battery energy storage systems (BESS), where specified, including enclosures, ventilation and fire protection;
- Grid-interconnection works, including application for and approval of the SSEG installation by the relevant municipality or Eskom, anti-islanding protection and metering;
- Where specified, installation of solar water heating systems, solar lighting and LED lighting retrofits; and
- Testing, commissioning, handover, training of school maintenance personnel, and the provision of operation and maintenance documentation.

5.3 Temporary works and ancillary activities

- Site establishment, hoarding, fencing, access control, temporary ablutions, storage and laydown areas;
- Scaffolding, edge protection, temporary roof access and lifting operations;
- Temporary electrical supply, temporary water and, where necessary, temporary generator sets; and

STAGE 3 OHSS SICELOKUHLE

- Waste management, including the segregation, handling, transport and lawful disposal of rubble, hazardous waste and asbestos waste.

This specification applies for the full duration of the contract, from site establishment to final demobilisation and handover, including any school holiday and weekend working, and extends to all Contractors, sub-contractors, suppliers delivering to site, and any other party performing work on the site.

6 ROLES AND RESPONSIBILITIES

6.1 The Client

In terms of Regulation 5(1) of the Construction Regulations, 2014, the Client shall:

- Prepare a baseline risk assessment for the project, which shall include the findings of an asbestos survey of all buildings affected by the works and a structural condition assessment of all roofs on which PV equipment or roof repairs are proposed [Regulation 5(1)(a)]. Where such surveys are not available at tender stage, all suspect materials shall be presumed to contain asbestos until proven otherwise by sampling and analysis;
- Prepare this OHS Specification based on that baseline risk assessment and include it in the tender documentation [Regulation 5(1)(b) and (f)];
- Provide the Designer with the OHS Specification and ensure it is taken into account during design [Regulation 5(1)(c) and (d)];
- Ensure that tendering Contractors have made adequate provision for the cost of health and safety measures, and that the appointed Principal Contractor has the necessary competencies and resources to carry out the work safely [Regulation 5(1)(g) and (h)];
- Appoint the Principal Contractor in writing before construction work commences, and before commencement confirm that the Principal Contractor is registered and in good standing with the Compensation Fund or a licensed compensation insurer [Regulation 5(1)(j) and (k)];
- Conclude a written agreement with the Principal Contractor in terms of Section 37(2) of the OHS Act;
- Discuss, negotiate and finally approve the Principal Contractor's H&S Plan before implementation [Regulation 5(1)(l)];
- Consult the School Principal and the SGB on the construction programme, the demarcation of Restricted Work Zones, working hours and the management of learner safety, and communicate the outcome to the Principal Contractor;
- Ensure that periodic health and safety audits and document verification are conducted at least once every 30 days, with a copy of each audit report provided to the Principal Contractor within 7 days [Regulation 5(1)(o) and (p)];
- Stop any Contractor from executing construction work which is not in accordance with this OHS Specification or the Principal Contractor's H&S Plan, or which poses a threat to health and safety [Regulation 5(1)(q)]; and
- Ensure that the Health and Safety File is kept and maintained by the Principal Contractor [Regulation 5(1)(s)].

STAGE 3 OHS SICELOKUHLE

Where the construction work will exceed 365 days and involve more than 30 000 person-days of construction work, or where the value of the work is equal to or exceeds CIDB contractor grading level 6, the Client must apply for a construction work permit in terms of Regulation 3(1) at least 30 days before work commences, and must appoint a competent person in writing as its Agent for health and safety purposes. Where a permit is not required, the Principal Contractor shall notify the Provincial Director of the DoL in terms of Regulation 4 before commencing work that includes excavation, work at height, demolition or any other activity listed in that regulation.

6.2 The Principal Contractor

In terms of Regulation 7(1) of the Construction Regulations, 2014, the Principal Contractor shall:

- Provide and demonstrate to the Client a suitable, sufficiently documented and coherent site-specific H&S Plan, based on this OHS Specification, before commencing work, and review and update it as work progresses [Regulation 7(1)(a)];
- Open and keep a Health and Safety File on site for the duration of the works [Regulation 7(1)(b)];
- Before appointing any Contractor, provide it with the relevant sections of this OHS Specification, satisfy itself as to the Contractor's competencies and resources, confirm its Compensation Fund registration, and appoint it in writing [Regulation 7(1)(c)];
- In terms of Regulation 8, appoint in writing a full-time competent Construction Manager with overall responsibility for managing the construction work and ensuring health and safety compliance on the site, together with such Assistant Construction Managers and Construction Supervisors as the size of the project requires;
- Appoint, after consultation with the Client, a full-time or part-time Construction Health and Safety Officer, registered with the South African Council for the Project and Construction Management Professions (SACPCMP), where the degree of danger or accumulation of hazards on site requires it [Regulation 8(5)]. Given the presence of learners, asbestos risks and work at height on this project, the Client requires such an appointment for the full duration of the works;
- Appoint a suitably senior School Liaison Officer who shall be the single point of contact with the School Principal and who shall be present on site whenever construction activities take place;
- Develop, implement and maintain the Learner Safety and Site Segregation Plan (LSSP) described in Section 8.2;
- Ensure that periodic site audits and document verification are conducted at least once every 30 days [Regulation 7(1)(c)(vii)];
- Stop any Contractor from executing construction work that is not in accordance with the Client's OHS Specification or the Principal Contractor's H&S Plan, or which poses a threat to health and safety [Regulation 7(1)(c)(viii)]; and
- On completion of the works, hand over a consolidated Health and Safety File to the Client, including as-built drawings, designs, test certificates, operation and maintenance manuals, materials used and other relevant information concerning the completed structures and installations [Regulation 7(1)(e)].

STAGE 2 OHS SICELOKUHLE

6.3 Contractors and Sub-Contractors

In terms of Regulation 7(2), every Contractor and sub-contractor engaged on the project, including specialist solar PV, electrical, roofing and asbestos contractors, shall, before performing any construction work:

- Provide and demonstrate to the Principal Contractor a suitable, sufficiently documented H&S Plan, based on the relevant sections of this OHS Specification, and review and update it as work progresses;
- Open and keep a Health and Safety File on site;
- Be reasonably satisfied as to the competencies and resources of any Contractor it in turn appoints, before appointing them;
- Co-operate with the Principal Contractor as necessary to enable compliance with the OHS Act;
- Promptly provide the Principal Contractor with any information that might affect the health and safety of persons on site, or which might justify a review of the H&S Plan; and
- Ensure that local labour and EPWP workers receive the same induction, training, PPE and supervision as all other workers, and are covered in terms of COIDA.

Where a Contractor appoints a further Contractor to perform construction work, the duties of a Principal Contractor under Regulation 7(1)(b) to (g) apply to that Contractor as if it were the Principal Contractor [Regulation 7(3)]. No Contractor may allow any employee or visitor onto the site unless they have undergone health and safety induction training pertaining to the hazards prevalent on the site at that time [Regulation 7(5) and (6)].

6.4 Designer

In terms of Regulation 6, the Designer(s) responsible for the architectural, structural, electrical and PV design shall take this OHS Specification into consideration during design, and before the contract is put out to tender must provide the Client with a report covering all relevant health and safety information about the design that may affect the pricing of the work, the geotechnical aspects (where appropriate), and the loading the structure is designed to withstand [Regulation 6(1)(b) and (c)]. The Designer must also inform the Client in writing of any known or anticipated hazards relating to the construction work, and must, as far as possible, avoid design features that necessitate dangerous procedures or hazardous materials where these can be avoided by modifying the design [Regulation 6(1)(d) and (e)].

In addition, for this project the Designer shall:

- Confirm, through a structural assessment by a registered professional engineer, that each roof structure can safely carry the additional dead load, wind uplift and maintenance loads imposed by PV modules, mounting systems, solar water heaters and workers, in accordance with SANS 10160, before the PV design is released for construction;
- Design permanent safe access for future maintenance, including roof anchor points, lifelines or walkways, and edge protection where reasonably practicable;
- Locate inverters and battery storage away from classrooms, escape routes and learner circulation areas, in ventilated and secured enclosures that comply with SANS 10142-1-2 and SANS 10400-T;
- Specify the design so that, as far as possible, asbestos-containing roof sheeting is removed under controlled conditions before PV equipment is fixed, and not drilled, cut or fixed through; and

STAGE 3 OHS SICELOKUHLE

- Provide the Client and the Principal Contractor with a written design risk register and the residual risks that the Principal Contractor must manage.

6.5 School Principal, SGB and the Client's School Representative

The School Principal and the SGB are not responsible for the contractor's health and safety management, but they have an essential role in the safe operation of the school during the works. The Client shall make them aware of the following responsibilities:

- Agree the Restricted Work Zones, working hours, school holiday windows and examination restrictions with the Principal Contractor;
- Brief educators, staff and learners on the hazards of the construction site, the boundaries of the Restricted Work Zones and the emergency arrangements, in age-appropriate language;
- Provide the school timetable, the examination schedule (including NSC examinations), the list of learners with disabilities or special needs, and the fire evacuation plan to the Principal Contractor;
- Report any breach of the LSSP, or any unsafe condition observed, immediately to the School Liaison Officer and the Client's Agent; and
- Authorise, in writing, any utility shutdown or change to normal school operations arising from the works.

6.6 Specialist Appointments for Solar PV Work

The Principal Contractor shall ensure that the following persons are appointed in writing before PV or electrical work starts:

- A **Registered Person** (Master Installation Electrician or Installation Electrician) who is registered with the DoL and who shall supervise the electrical installation and issue the Certificate of Compliance in terms of the Electrical Installation Regulations, 2009;
- A **professional engineer or professional technologist** (Pr Eng / Pr Tech Eng) responsible for the PV and BESS design verification, structural verification and the issue of the commissioning report; and
- A **competent person for fall protection** who shall prepare and review the fall protection plan in terms of Regulation 10.

Installers of PV systems should hold relevant PV installation training and, where available, an industry quality certification (for example, the PV GreenCard issued by the Southern African Photovoltaic Industry Association). Evidence shall be kept on the H&S File.

7 HEALTH AND SAFETY MANAGEMENT REQUIREMENTS

7.1 Health and Safety Plan

Prior to commencing any construction work, the Principal Contractor shall submit a comprehensive, project-specific H&S Plan for review and approval by the Client / Client's Agent, in terms of Regulation 7(1)(a). The H&S Plan shall address, as a minimum:

- Organisational structure and health and safety responsibilities on site, including the statutory appointments required under Regulation 8 and the appointments in Section 6.6;

STAGE 3 OHSS SICELOKUHLE

- Risk assessments for all identified hazards, including those set out in Section 9, as required by Regulation 9;
- The Learner Safety and Site Segregation Plan (Section 8.2), the school operations and working hours protocol (Section 8.3) and the access control and vetting procedure (Section 8.4);
- Site-specific procedures for work at height and the fall protection plan (Regulation 10), asbestos management, demolition (Regulation 14), excavations (Regulation 13), electrical work and lock-out/tag-out (Regulation 24), hot work and fire prevention (Regulation 29), lifting operations (Regulation 22), and vehicle and plant movement (Regulation 23);
- Method statements for the installation, testing and commissioning of the PV system and BESS;
- Arrangements for consultation with employees, including health and safety committees and representatives;
- Training and induction programmes, including the site-specific induction required under Regulation 7(5) and (6), delivered in languages understood by the workers;
- Emergency preparedness and response procedures, including access for emergency vehicles and integration with the school's own evacuation plan; and
- Arrangements for monitoring, auditing and continual improvement of health and safety performance, including the periodic audits required under Regulation 7(1)(c)(vii).

7.2 Risk Assessments

A baseline risk assessment will be provided by the Client in terms of Regulation 5(1)(a). In terms of Regulation 9, the Principal Contractor and every Contractor shall, before commencing and during construction work, have activity-specific risk assessments performed by a competent person appointed in writing. Each risk assessment shall include the identification of hazards, an analysis and evaluation of the risks, a documented plan and safe work procedures to mitigate them, a monitoring plan, and a review plan [Regulation 9(1)]. Employees shall be informed, instructed and trained on the relevant hazards and control measures before work commences [Regulation 9(3)], and risk assessments shall be reviewed whenever the risk profile changes materially, whenever a new area of the school is opened up, or after an incident has occurred [Regulation 9(7)]. Risk assessments shall explicitly consider the presence of children.

7.3 Health and Safety File

The Principal Contractor shall open and keep a Health and Safety File on site from the outset of the works, in terms of Regulation 7(1)(b), containing, as a minimum: the H&S Plan; the LSSP; risk assessments; method statements; appointment letters; training and induction records; vetting records; inspection and audit records; incident reports; relevant permits and certificates (for example, lifting equipment, scaffolding, Certificates of Compliance); the asbestos documentation described in Section 13; and a comprehensive and updated list of all Contractors on site [Regulation 7(1)(f)]. On completion of the works, the Principal Contractor shall hand over a consolidated Health and Safety File to the Client, including as-built drawings, designs, PV and BESS commissioning reports and manuals, and materials used relevant to future operation and maintenance of the completed buildings and installations, in terms of Regulation 7(1)(e).

STAGE 3 OHSS SICELOKUHLE

7.4 Health and Safety Committee and Representatives

Where the number of employees on site requires it in terms of the OHS Act, the Principal Contractor shall establish a health and safety committee and designate health and safety representatives. In terms of Regulation 9(5), the Contractor shall consult with the health and safety committee (or, where none exists, a representative trade union or representative group of employees) on the monitoring and review of risk assessments. Health and safety meetings shall be held at least monthly, and a weekly toolbox talk shall be held for all workers. Minutes shall be kept on the H&S File and made available to the Client on request. The School Principal, or their delegate, shall be invited to attend progress meetings at which health and safety is discussed.

7.5 Competent Persons and Appointments

All statutory appointments required under the Construction Regulations shall be made in writing, and copies kept on the H&S File and made available to the Client and to DoL inspectors on request. These include, as applicable to the scope of this contract:

- Construction Manager and, where the size of the project requires it, Assistant Construction Manager(s) [Regulation 8(1) and (2)];
- Construction Supervisor(s) responsible for construction activities and compliance [Regulation 8(7) and (8)];
- Construction Health and Safety Officer, where the degree of danger or accumulation of risk on site requires it [Regulation 8(5)];
- Risk assessment competent person(s) [Regulation 9(1)];
- Competent person for fall protection planning [Regulation 10];
- Temporary works designer and supervisor, where temporary works are used, including shoring, propping and roof edge protection systems [Regulation 12(1) and (2)];
- Demolition supervisor, where any wall, slab, roof or structural element is demolished or dismantled [Regulation 14];
- Excavation Supervisor, appointed in writing to supervise all excavation work, including cable trenches and foundations [Regulation 13(1)(a)];
- Scaffolding supervisor, where scaffolding is erected on site [Regulation 16(1)];
- Lifting machine operators, riggers and signallers, where cranes, load-handling vehicles or hoists are used [Regulation 22];
- Registered Person and professional engineer, as set out in Section 6.6;
- Asbestos supervisor and registered asbestos contractor, where ACM is to be removed (Section 9.2);
- School Liaison Officer and site traffic marshals (Section 8); and
- First aider(s), fire equipment inspector, and incident investigator, as required under the General Safety Regulations and Regulation 29(h).

STAGE 3 OHS SICELOKUHLE

8 WORKING WITHIN AN OPERATIONAL SCHOOL

Construction work in an occupied school differs from work on an ordinary building site. Children are unpredictable, curious and often unaware of danger, and they will be present in large numbers, moving between classrooms, sports fields, ablutions and the school gate. The requirements below apply in addition to all other requirements of this specification.

Non-negotiable requirements

No learner shall at any time be permitted to enter a Restricted Work Zone, a stores area, a lifting zone or a roof.

No construction worker shall be left alone with, or have unsupervised contact with, a learner.

High-risk activities (asbestos removal, demolition, roof replacement and crane lifts) shall be scheduled during school holidays or other periods when the affected area is unoccupied, unless the Client's Agent and the School Principal agree otherwise in writing on the basis of an approved risk assessment.

8.1 General principles

- The school remains open unless the Client and the School Principal agree otherwise. The Principal Contractor shall plan, sequence and phase the work so that the school can continue to function safely.
- Work shall be phased so that buildings or wings are handed back to the school in a safe, clean, fully functional state, with no exposed live electrical equipment, open holes, loose debris or hazardous materials.
- Where an area cannot be made safe at the end of a working day, it shall remain within a secured Restricted Work Zone.
- Any change to the construction programme that affects the school shall be agreed in writing with the School Principal at least 5 working days beforehand, except in an emergency.

8.2 Learner Safety and Site Segregation Plan (LSSP)

The Principal Contractor shall submit, as part of the H&S Plan, a Learner Safety and Site Segregation Plan which shall be approved by the Client's Agent after consultation with the School Principal. The LSSP shall, as a minimum:

- Show on a site layout drawing the Restricted Work Zones, learner circulation routes, play areas, evacuation assembly points, the contractor's entrance, delivery routes, stores, welfare facilities and parking, as well as the position of the school's fire equipment;
- Provide a physical barrier between construction areas and learner areas, being a solid hoarding or fence not less than 2 m high, which is robust, climb-resistant and without gaps, with lockable gates. Barrier tape or cones alone are not acceptable as a primary barrier;
- Provide covered, protected walkways where learners must pass beneath or alongside work at height, with overhead protection capable of arresting falling objects;
- Provide separate contractor and learner entrances where possible, or controlled gate procedures with a gate marshal where a shared entrance is unavoidable;

- Prohibit contractors' employees from using the learners' toilets, classrooms, playgrounds and tuck-shop facilities;
- Identify the areas used by learners with disabilities and ensure that accessible routes to classrooms, ablutions and evacuation points remain open and safe throughout the works;
- Set out supervision arrangements, including daily checks of the barriers by the Construction Supervisor before learners arrive and after they leave, with a signed record; and
- Be reviewed whenever the work phasing changes, whenever the barrier is breached, and after every learner-related incident or near miss.

8.3 Working hours and school operations

- Working hours shall be agreed in writing with the School Principal. Unless agreed otherwise, noisy, dusty or vibrating work shall be scheduled outside teaching periods or in areas away from classrooms.
- Noisy work (hammer drilling, breaking, grinding, cutting) shall not take place near classrooms or examination venues during tests, examinations or the NSC examination period. The Principal Contractor shall obtain the examination timetable from the School Principal before the start of work and shall adjust the programme accordingly.
- Deliveries, plant movements and crane operations within school grounds shall be scheduled outside the arrival and departure periods, break times and sport periods, unless a traffic marshal is present and the area is fully segregated.
- Work on weekends and public holidays, and after hours, requires the prior written consent of the School Principal and the Client's Agent, and the Principal Contractor shall ensure that the site is properly supervised and secured at those times.
- Utility isolations (water, electricity, drainage, telephone and data) shall be planned with the School Principal at least 5 working days in advance, shall not interrupt the school nutrition programme, ablution facilities or the fire detection and alarm system without alternative arrangements, and shall be recorded in a permit-to-work or isolation certificate.

8.4 Access control, vetting and conduct

- All persons entering the site shall be inducted, issued with a site access card, and recorded in an access register at the gate. Visitors shall be escorted.
- Workers shall not communicate with, give anything to, photograph, film or share personal information about learners. Mobile phones shall not be used in areas where learners are present, in accordance with POPIA and school policy.
- The possession or use of alcohol, drugs and weapons on the premises, and smoking anywhere within the school grounds, are prohibited. Any person found under the influence shall be removed from the site immediately.
- Workers shall wear identifiable company clothing and their access card at all times, and shall remain within the approved work and route areas.
- The Principal Contractor shall implement a code of conduct, which shall be explained during induction, covering respectful behaviour, appropriate language, dress and the reporting of concerns about child safety. Any suspected abuse, or concern about a learner's welfare, shall be reported immediately to the School Principal.

STAGE 2 OHS SICELOKUHLE

8.5 Dust, noise, fumes and environmental nuisance

- Dust shall be suppressed at source by wet cutting, local exhaust ventilation or enclosure, and by damping down. Dry sweeping, dry cutting of fibre-cement or masonry, and the burning of waste are prohibited.
- Noise shall be controlled in accordance with the Noise-Induced Hearing Loss Regulations, 2003 and SANS 10083, and nuisance to classrooms shall be limited in accordance with SANS 10103. Plant and generators shall be sited as far from classrooms as practicable.
- Fumes from paints, solvents, adhesives, bitumen, cutting and welding shall be controlled by substitution, ventilation and scheduling. Learners with asthma or respiratory conditions shall be considered in the LSSP.
- Engines shall not be left idling near classrooms, and generators shall only be used where the written approval of the Client's Agent has been obtained (Section 9.2).

8.6 Emergency arrangements in the school

- The Principal Contractor shall obtain a copy of the school's evacuation plan and shall ensure that the works do not obstruct escape routes, assembly points, fire hydrants, hose reels or access for fire and emergency vehicles.
- Where the school's fire detection and alarm system must be isolated for hot work, dust-generating activities or electrical work, a written fire-watch and alternative alarm arrangement shall be agreed with the School Principal before isolation, and the system shall be re-instated and tested at the end of each shift.
- The Principal Contractor shall ensure that its emergency alarm is audible, distinguishable from the school's alarm, and that the school is informed of the meaning of the signal. A construction emergency shall be communicated immediately to the School Principal, who will decide on evacuation of affected learner areas.
- Joint emergency drills involving the contractor and the school shall be conducted at least once per school term, and the results recorded.

9 KEY BUILDING RISKS: HAZARDS AND CONTROL MEASURES

9.1 Approach and risk rating

Repairing and renovating existing school buildings, working in an occupied school and installing solar PV and storage systems present a combination of risks that are greater than those typical of a new building. The Principal Contractor's H&S Plan and risk assessments shall specifically address, as a minimum, the hazards and control measures set out in this section. The initial risk ratings (Critical, High, Medium) are the Client's baseline assessment of the risk before control measures are applied; the Principal Contractor shall carry out its own assessment under Regulation 9, which shall not rate any risk below the Client's baseline without documented justification.

The hierarchy of control shall be applied: eliminate the hazard (for example, remove asbestos sheeting before installing PV), substitute, isolate or engineer out the hazard, apply administrative controls, and use PPE only as the last line of defence.

STAGE 3 OHS SICELOKUHLE

9.2 9.2 Repair and renovation risks

Asbestos in existing school buildings

Many South African schools built before the early 2000s contain asbestos-containing materials, most commonly corrugated asbestos-cement roof sheeting, flat sheeting, ceiling boards, rainwater goods, water tanks, flues and floor tiles. Asbestos fibres are released when ACM is drilled, cut, broken, fixed through, walked on, pressure-washed or removed carelessly. Roof repairs and the fixing of PV mounting systems are exactly the activities that disturb ACM. All suspect materials shall be presumed to contain asbestos until a registered asbestos inspector has confirmed otherwise. No worker shall drill, cut, remove or fix through ACM except in accordance with the Asbestos Abatement Regulations, 2020, by a registered asbestos contractor under an approved asbestos work plan.

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
Asbestos-containing materials [Asbestos Abatement Regulations, 2020; HCA Regulations, 2021]	Inhalation of asbestos fibres by workers, educators and learners, causing asbestosis, lung cancer and mesothelioma; contamination of classrooms, playgrounds and adjacent properties	• Commission an asbestos survey by a registered asbestos inspector before work; mark and record all ACM. • Removal only by a registered asbestos contractor under a notified work plan, with controlled access, wet methods, sealed wrapping, labelled hazardous waste bags, air monitoring and decontamination facilities. • No removal while learners are in the school building or within the area affected; schedule in school holidays. • No walking on, drilling, cutting or pressure-washing of asbestos roof sheeting; no PV or other fixings through ACM. • Transport and disposal at a licensed hazardous waste landfill, with disposal certificates on the H&S File. • Post-removal visual inspection and clearance certificate before re-occupation.	Critical
Work at height: roofs, ceilings and facades [Regulation 10; Regulation 16]	Falls from roofs, ladders, scaffolds and through fragile roof sheeting or skylights, causing death or permanent disability; falling tools or materials striking learners or workers below	• Fall protection plan by a competent person; the fall protection plan shall be on site and workers trained on it. • Collective protection (guardrails, edge protection, covers, safety nets) shall take preference over personal fall arrest; harnesses with certified anchor points where unavoidable. • Treat all roofs as fragile until proven otherwise; crawling boards and covers over skylights and brittle sheeting. • Scaffolding erected, inspected and tagged by trained personnel under a scaffolding supervisor; ladders only for short-duration, light work and secured.	Critical

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
		• Toe-boards, debris netting and exclusion zones below; no work overhead when learners are in the area below. • Suspension of work at height in wet, windy or lightning conditions; medical fitness certificates for workers at height.	
Demolition, structural alteration and unsound structures [Regulations 11, 12 and 14]	Premature collapse of walls, slabs, roof trusses or ceilings; hidden structural defects such as corroded reinforcement, termite-damaged timber, overloaded or unstable roofs; crushing and burial	• Structural condition assessment and demolition method statement by a competent person before work; engineer's approval for any structural alteration. • Written appointment of a demolition supervisor; temporary works (props, shoring, bracing) designed and inspected. • Inspect the structure for ACM, lead paint and live services before demolition; isolate and make safe all services. • Exclusion zone with solid barriers; controlled debris chutes; no demolition while learners are in the adjacent building. • Do not alter or demolish structures older than 60 years without the required heritage permit.	Critical
Existing electrical installation and live work [Regulation 24; Electrical Installation Regulations, 2009]	Electric shock, burns and arc flash from old, overloaded, non-compliant or damaged wiring, distribution boards, illegal connections and live conductors in ceilings and walls; fire from faulty circuits	• Electrical work only by or under the supervision of a Registered Person; Certificate of Compliance for all new and altered work. • Isolate, lock out, tag out and prove dead before work; permit-to-work for isolations affecting the school. • No live work except under a documented exemption and risk assessment. • Test and make safe existing circuits before exposing them; earth leakage protection on all temporary supplies. • Temporary electrical installations to comply with SANS 10142-1; leads and boards protected, off the floor and out of learner reach. • Re-energise only with the approval of the Registered Person and after informing the School Principal.	Critical
Hazardous substances: lead-based paint, silica dust, solvents, adhesives and chemicals [Regulation 25;	Lead poisoning from sanding or burning off old paint; silicosis from cutting or chasing masonry and concrete; chemical burns, inhalation, skin disease	• Test old paint for lead before sanding or stripping; wet methods, HEPA vacuum extraction and no dry sanding or burning off. • Wet cutting, local exhaust ventilation and respiratory protection when cutting or chasing masonry, concrete and fibre-cement.	High

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
HCA Regulations, 2021]	and fire from paints, solvents, bitumen and adhesives	• Safety data sheets for all chemicals on site; labelled containers; lockable, ventilated storage well away from learner areas. • Spill kits, trained handlers and appropriate PPE; exposure monitoring and medical surveillance where required. • Clean-up of all areas by wet wiping or HEPA vacuuming before handing back to the school.	
Hot work and fire [Regulations 25 and 29]	Fire from welding, grinding, torch-on waterproofing and bitumen heating, stored flammable materials, and electrical faults, endangering learners in adjacent buildings	• Hot-work permit system; combustible materials removed or shielded; fire watch for at least 60 minutes after completion. • Torch-on waterproofing only by trained operators with extinguishers at the point of work; no open flame near ceilings or roof voids without inspection. • Fire extinguishers at strategic locations, inspected by a written-appointed competent person. • Flammable liquids stored in accordance with Regulation 25 in a ventilated, signed, lockable store. • Do not isolate the school's fire detection or alarm system without the arrangements in Section 8.6.	High
Plumbing, ablutions, pit latrines and septic tanks [Regulation 13(2)(j); Hazardous Biological Agents Regulations, 2022]	Exposure to sewage and pathogens; asphyxiation or toxic gas (hydrogen sulphide, methane) in tanks and pits; collapse of pit latrine slabs and walls; drowning; interruption to sanitation and water supply for learners	• Treat pits, tanks and chambers as confined spaces: entry permit, atmospheric testing, ventilation, standby person and rescue plan. • Pit latrines to be fenced off, covered and demolished or decommissioned under supervision; no learner access to open pits at any time. • Gloves, waterproof clothing, boots and eye protection; hygiene facilities; hepatitis and tetanus vaccination offered to at-risk workers. • Temporary toilets and hand-washing facilities provided before existing facilities are taken out of service, with the School Principal's agreement. • Water supply isolations in accordance with Section 8.3.	High
Excavations and underground services [Regulation 13]	Trench collapse; falls into excavations; striking buried electrical cables, water mains, sewers or telecommunication lines; learners falling into open trenches	• Excavation Supervisor appointed in writing; ground stability evaluated, sloping or shoring as required. • Locate and mark services before excavation using as-built records and cable-detection equipment; hand-dig near services. • Daily inspections, safe access within 6 m of any working point, and spoil kept clear of the edge. • Excavations in or next to learner areas barricaded with solid fencing and covered or backfilled at the end of each day.	High

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
Plant, vehicles and lifting operations [Regulations 22 and 23]	Collisions between vehicles and learners, educators or workers; overturning of cranes, load-handling vehicles or mobile plant; dropped loads; reversing accidents in confined school grounds	• Only trained, certified and medically fit operators; daily pre-use inspections; reversing alarms and flashing beacons. • Segregate construction vehicle routes from learner routes; designated, fenced parking for contractor vehicles; traffic marshals at gates and when reversing. • Lifting plan, ground-bearing assessment and exclusion zones for every crane or load-handling lift; no lifting over occupied buildings or learner areas. • Lifting equipment inspected and certified; lifting performed outside learner movement periods.	**Critical**
Temporary power, generators and load-shedding	Carbon monoxide poisoning from generators; fire and fuel spills; electric shock; back-feeding to the grid; noise	• Generators placed outdoors, away from windows, doors, air intakes and classrooms, on firm ground with spill containment. • Fuel stored in approved containers in a signed, ventilated, lockable store; refuelling only when the engine is cool. • Connection to the school's installation only through an approved change-over switch installed by a Registered Person. • Cable routes protected and out of learner access; earth leakage protection on all outlets.	**High**
Manual handling, materials storage and glazing [Regulations 27 and 28; Ergonomics Regulations, 2019]	Back and musculoskeletal injuries; stacked materials collapsing or being climbed on by learners; cuts from glass and sheet metal; protruding nails, rebar and offcuts	• Mechanical aids for heavy items; two-person lifts; manual handling training. • Materials stacked stably, within the Restricted Work Zone, and secured at the end of each day. • Glazing handled with suitable PPE, with exclusion zones and warning signs; broken glass cleared immediately. • Daily housekeeping; waste removed regularly; no nails, rebar ends or sharp objects left exposed.	**Medium**
Noise, vibration, heat and weather [Noise-Induced Hearing Loss Regulations, 2003; Regulation 30]	Noise-induced hearing loss; hand-arm vibration; heat stress and dehydration; lightning strikes, rain and strong wind during roof and outdoor work	• Hearing protection in designated zones; limit exposure and rotate tasks; equipment well maintained. • Drinking water, shade and rest breaks; adjust working hours in extreme heat. • Weather monitoring and a stop-work procedure for lightning, high wind and rain affecting roof work or lifting. • Secure loose sheeting, scaffolding and materials before bad weather.	**Medium**

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
Security, community and labour relations	Theft and vandalism; trespass; intimidation or disruption of work by community groups or local business forums; confrontation putting workers and learners at risk	• Secure site with hoarding, lockable stores and a night guard where necessary. • Community liaison and engagement with the School Principal, SGB and ward councillor before work starts; grievance procedure for local labour and EPWP workers. • Workers not to engage in confrontation; incidents reported immediately to the School Principal, SAPS and the Client's Agent. • Work stopped in the event of threats or unrest and the Client informed without delay.	**Medium**

9.3 9.3 Solar PV and energy storage risks

Solar PV systems introduce electrical, structural and fire hazards that are different from conventional building work. PV modules generate direct current (DC) voltage whenever light falls on them and cannot be switched off at the source. Faults in DC circuits can sustain an electric arc and start fires, and the work is mostly performed on roofs. The risks below shall be addressed in the PV and BESS method statements and in the H&S Plan.

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
Electric shock and arc flash from DC and AC circuits [Regulation 24; SANS 10142-1-2]	Electrocution or burns from live DC strings (which remain energised in daylight), inverters, combiner boxes and battery terminals; arc faults; accidental energisation of circuits being worked on	• Work by or under the supervision of a Registered Person; competent, trained installers. • Treat all PV conductors as live in daylight; cover modules or work in low-light conditions where required; use insulated tools and rated connectors. • Isolate and lock out both the DC and AC sides, and the battery, before work on any part of the system; verify absence of voltage. • Correct connectors and crimping tools, string polarity and cable management; no live disconnection of connectors under load. • Test instruments rated for DC and for the system voltage; shock and arc-flash PPE where required.	**Critical**
Work on roofs and handling of modules [Regulation 10]	Falls from roofs, through fragile sheeting and from scaffolds and ladders while carrying modules; modules and mounting structures dropped or blown off by wind; cuts and manual handling injuries	• Fall protection plan covering PV installation; collective edge protection and roof access system installed before work starts. • Mechanical lifting aids (hoists, lifting platforms or small cranes) for modules; two-person lifts. • No installation in wind, rain, lightning or when roof surfaces are wet or slippery; modules secured immediately after placing.	**Critical**

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
		• Exclusion zone below the work area; learners excluded from the area while lifting and fixing take place. • Roof inspection by a competent person before use; do not walk on ACM or fragile surfaces.	
Roof structural capacity, wind uplift and roof penetrations [SANS 10160; SANS 10400-B and -L]	Overload or collapse of roof structures; uplift of arrays in storms; water ingress through penetrations; fixings into rotten timber or purlins; dislodged panels falling on learners	• Written structural assessment by a Pr Eng confirming the roof can carry the PV system, installers and maintenance loads, before installation starts. • No PV installation on roofs with an unresolved structural defect or on ACM sheeting; reroof first where required. • Mounting system designed for local wind loads, with corrosion-resistant fixings installed per the engineer's specification. • Penetrations flashed and waterproofed to the roofing manufacturer's requirements.	Critical
Fire from PV systems [SANS 10142-1-2; SANS 10400-T]	DC arc fires, overheating connectors, damaged cables and hotspots in modules; fire in roof voids spreading to classrooms; hazards to firefighters from energised DC conductors	• Use compliant, certified components and the correct connectors; cable routes protected from sharp edges and UV and kept away from combustible materials. • DC isolators in accessible, labelled locations; clear warning signage on the roof, on the distribution board and at the main supply, showing the location of the isolators. • Access clearances, walkways and fire-fighting access maintained on the roof as per the design. • No hot work near the array or in the roof space without a permit; fire extinguishers on the roof access route during installation. • Brief the local fire services on the installation layout during commissioning.	High
Battery energy storage systems (BESS)	Thermal runaway, fire and explosion from lithium-ion batteries; hydrogen release from lead-acid batteries; toxic gas and electrolyte leaks; electric shock from high-energy terminals; heavy battery modules causing crushing and back injuries	• Locate the BESS outside classrooms and escape routes, in a secured, fire-resistant, ventilated enclosure or room with restricted access, as designed and approved by the Pr Eng. • Install only certified batteries and battery management systems, in accordance with the manufacturer's installation requirements and SANS 10142-1-2. • Mechanical lifting aids for battery modules; insulated tools; terminals covered; no metallic jewellery.	Critical

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
		• Appropriate fire-fighting provisions, emergency procedures and signage for battery fires; ventilation for hydrogen where relevant. • Spill kits and PPE for electrolyte handling; safe storage of delivered batteries away from combustible materials and out of learner access.	
Grid interconnection and back-feeding [NRS 097-2-1; Electricity Regulation Act]	Back-feeding into the municipal or Eskom network endangering utility workers; unauthorised connection; islanding; damage to equipment; non-compliance with the SSEG approval	• SSEG application and approval from the municipality or Eskom before connection; inverters compliant with NRS 097-2-1 with anti-islanding protection. • Connection to the grid only by the Registered Person after approval by the utility; no energisation without written permission. • Isolation and labelling arrangements agreed with the utility; clear signage at the point of supply. • Changeover and backup arrangements installed only by a Registered Person.	**High**
Lightning, earthing and surge protection [SANS 62305; SANS 10142-1]	Lightning strikes on the array and metal roofs during the Highveld and summer thunderstorm seasons; shock from inadequate earthing and bonding; surge damage; injury to workers on roofs	• Earthing, equipotential bonding and lightning and surge protection designed and installed in accordance with SANS 10142-1-2 and SANS 62305. • Stop work immediately on roofs and with lifting when lightning is observed or forecast; shelter in a safe building or a vehicle, not under trees or on open ground. • Earth continuity and insulation resistance tested and recorded before energisation.	**High**
Testing and commissioning [SANS/IEC 62446-1]	Electrical shock during live testing; unintended energisation; learners or staff tampering with the system; unfinished work left energised	• Written commissioning procedure approved by the Pr Eng and Registered Person; testing performed with only authorised persons in the area. • Inspection, insulation, continuity, polarity and functional tests recorded and signed; Certificate of Compliance issued before handover. • Roof access, inverter and battery rooms, and distribution boards locked and signed; keys controlled. • Written handover to the School Principal, who shall sign for the system, with training on the isolation, emergency shutdown and prohibited actions.	**High**
Theft, vandalism and tampering	Theft of modules, cables and batteries leaving live conductors exposed; injury to thieves or learners; fire and shock	• Materials and equipment stored in lockable containers or secured stores, away from learner access. • Anti-theft fixings, security enclosures and, where specified, alarm or monitoring; cables concealed or protected.	**Medium**

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
	risk from damaged equipment	• No live exposed conductors left unattended; daily make-safe inspection before leaving site.	
Solar water heaters and solar lighting (where specified) [SANS 10106; SANS 10254; Pressure Equipment Regulations, 2009]	Scalding from hot water or pressurised vessels; heavy tanks falling from roofs; falls during installation; electrical shock from controllers; legionella in stored water	• Installation by competent installers in accordance with SANS 10106; pressure-relief and temperature-relief valves fitted and tested; discharge piped to a safe location. • Lifting plan and mechanical aids for tanks; structural verification of roof and mounting. • Pole-mounted lighting founded and installed by competent persons; excavations barricaded and backfilled on the same day.	**Medium**
Operation and maintenance after handover	Maintenance staff, cleaners or learners accessing roofs or electrical enclosures; unsafe panel cleaning; unauthorised modifications; unsafe isolation	• Operation and maintenance manuals, single-line diagrams, labelling and emergency shutdown procedures handed over. • Permanent roof access controls (lockable ladders, signage); roof anchors and walkways provided by design. • Training of the school's maintenance personnel and the Principal; maintenance by competent persons only; annual inspection recommended.	**Medium**

9.4 Operational school interface risks

The risks below arise from the proximity of construction work to children and school activities. They shall be managed through the LSSP and the requirements of Section 8.

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
Learners entering work areas	Children climbing hoardings, entering excavations, scaffolds, stores or unfinished buildings; contact with tools, materials, electrical equipment or hazardous substances	• Solid, climb-resistant 2 m hoarding with lockable gates, checked before learners arrive and after they leave (Section 8.2). • Warning signs in the languages used at the school and with pictograms. • Stores, tools, ladders and plant locked or removed at the end of each day. • Awareness briefings for learners by the School Principal; supervision by the School Liaison Officer.	**Critical**
Vehicle and pedestrian conflict at gates and routes	Learners struck by contractor, delivery or crane vehicles; conflict with scholar transport,	• Delivery and plant schedule outside arrival, departure and break times (Section 8.3). • Segregated vehicle routes, marshals and speed limit of 10 km/h; no reversing without a banksman.	**Critical**

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
	parent drop-off and bus areas	• Contractor vehicles to be parked within the secured work area, not in learner areas.	
Falling objects and debris over learner routes	Tools, materials, roof sheeting and debris falling onto walkways and playgrounds	• Covered walkways and overhead protection where learners pass beneath work at height. • Debris netting, toe-boards and exclusion zones; closure of routes below while work proceeds. • Work above learner areas only when the area is unoccupied.	**Critical**
Child protection and conduct	Inappropriate contact between workers and learners; unvetted persons on school premises	• Vetting and register checks, access cards, code of conduct and escorting (Section 8.4). • No unsupervised contact with learners; no photography; reporting of concerns to the School Principal.	**Critical**
Fire and emergency evacuation	Blocked escape routes and assembly points; isolated alarm systems; delayed evacuation; inadequate access for emergency vehicles	• Evacuation routes and assembly points kept clear; alarm isolations only under the arrangements in Section 8.6. • Joint drills; clear communication between contractor and school in an emergency. • Fire-fighting equipment available and maintained throughout the works.	**High**
Dust, noise and fumes in teaching areas	Respiratory irritation and asthma attacks; disturbance of teaching and examinations; hearing damage	• Wet methods, enclosure and extraction; scheduling of noisy work outside teaching and examination times (Sections 8.3 and 8.5). • Monitoring of nuisance and complaints; hand-back cleaning to a satisfactory standard.	**High**
Utility interruptions and sanitation	Loss of water, ablutions or electricity; contamination of kitchens and the school nutrition programme; unsafe temporary arrangements	• Planned and permitted shutdowns with the School Principal's written agreement (Section 8.3). • Temporary toilets, hand-washing and water provided before facilities are taken out of use. • Food preparation and serving areas protected from dust and contamination.	**High**
Learners with disabilities and access routes	Blocked or unsafe accessible routes; inadequate emergency evacuation for learners with mobility, sight or hearing impairments	• Accessible routes kept open and clearly marked; ramps and handrails maintained. • Evacuation arrangements for learners with disabilities incorporated into the LSSP and emergency plan.	**Medium**

Activity / Hazard	Potential Risk	Required Control Measures	Initial Risk
Personal information and school assets	Breach of confidentiality of learner and staff records; theft from classrooms and offices; interference with school equipment	• Offices, record rooms and classrooms locked or protected during work; contractor staff not to access records. • Items of value relocated or secured, with an inventory agreed with the School Principal.	**Medium**

10 GENERAL HEALTH AND SAFETY REQUIREMENTS

10.1 Site Establishment and Welfare Facilities

In terms of Regulation 30, the Principal Contractor shall provide and maintain, for the duration of the contract, clean, hygienic and maintained facilities at or within reasonable access of the site, **separate from those used by learners and school staff**, including:

- Shower facilities, at least one for every 15 persons, following consultation with employees [Regulation 30(1)(a)];
- At least one toilet for each sex per 30 workers, and changing facilities for each sex [Regulation 30(1)(b)-(c)];
- Sheltered eating areas [Regulation 30(1)(d)];
- Adequate site fencing/hoarding, access control and signage at all site entrances;
- Clean drinking water, secure storage for materials, plant, fuel and chemicals, and adequate site lighting where works continue outside daylight hours; and
- First aid facilities in accordance with the General Safety Regulations, including a trained first aider on site at all times work is in progress.

10.2 Personal Protective Equipment

The Principal Contractor shall, at its own cost, provide all workers, visitors and Client representatives entering the site with appropriate PPE, which shall as a minimum include safety footwear (SANS 20345), high-visibility clothing (SANS 434) and safety helmets (SANS 1731) within designated areas, and shall additionally include gloves, eye protection, hearing protection, respiratory protection, harnesses and electrical-rated PPE where indicated by the relevant risk assessment. PPE shall comply with applicable SANS standards, shall be properly maintained and replaced when damaged, and shall be worn at all times within the Restricted Work Zones.

10.3 Signage and Barricading

Appropriate health and safety signage (mandatory, prohibition, warning and information signs) shall be displayed at all site entrances and at relevant hazard locations, including roof access points, electrical installations, battery enclosures, asbestos work areas and excavations. Signage shall use pictograms and shall be provided in English and in the home languages used by the school community. In accordance with Regulation 27

STAGE 3 OHSS SICELOKUHLE

(Housekeeping and general safeguarding), construction sites adjacent to a public way shall be suitably fenced with controlled access points [Reg 27(f)]. All excavations and hazardous areas shall be barricaded per Regulation 13(2)(i) and left safely secured (covered, backfilled or fenced) at the end of each working day and whenever unattended.

10.4 Incident Reporting and Investigation

All incidents, including near misses, shall be reported immediately to the Principal Contractor's site management and recorded in an incident register. Incidents which meet the criteria of Section 24 of the OHS Act shall be reported to the DoL on the prescribed form in accordance with the General Administrative Regulations. Accidents and occupational diseases shall be reported to the Compensation Commissioner or the licensed insurer in terms of Section 38 of COIDA, within the prescribed period. The Client, the Client's Agent and the School Principal shall be notified without delay, and any incident involving a learner shall be reported immediately to the School Principal, who shall inform the learner's parents or guardian. All incidents shall be investigated by a competent person, with corrective actions implemented and documented.

10.5 Emergency Preparedness

The H&S Plan shall include emergency procedures covering, as a minimum: fire (in accordance with the evacuation-plan requirements of Regulation 29(l)); PV or battery fire and electric shock; fall from height and rescue from roofs; collapse or entrapment; asbestos release or unplanned disturbance; confined space rescue; chemical spill; flooding of excavations; a learner entering the work area; and civil unrest or intruders. Emergency contact numbers (including the nearest hospital, ambulance, fire department and SAPS), evacuation routes and assembly points shall be displayed on site, and emergency drills shall be conducted periodically and at least once per school term in conjunction with the school.

10.6 Training, Induction and Medical Fitness

In terms of Regulation 7(5) and (6), no Contractor may allow any employee, person or visitor to enter the site unless they have undergone health and safety induction training pertaining to the hazards prevalent on the site at that time, and records of such training shall be kept on site and made available on request [Regulation 7(7)]. Induction shall be conducted in a language understood by the workers, shall cover the school-specific requirements in Section 8 (including child protection and the code of conduct), and shall be repeated when the scope or work area changes. Workers performing specialised or high-risk tasks (for example, work at height, asbestos work, electrical and PV work, excavation work under Regulation 13, confined space entry, lifting operations and work with chemicals) shall receive task-specific training. Workers at height, plant operators and other persons performing work that requires it shall hold a valid medical certificate of fitness in the form of Annexure 3 of the Construction Regulations. Records of all training and induction shall be kept on the H&S File.

10.7 Environmental and Public Health Considerations

The Principal Contractor shall prepare and implement a waste management plan covering the segregation, storage, transport and lawful disposal of building rubble, general waste, hazardous waste (including asbestos, lead paint, solvents, batteries and electronic waste) and the end-of-life modules or equipment removed during the works. Waste shall be removed from the school regularly and shall be disposed of only at licensed facilities, with disposal slips retained. The burning or illegal dumping of waste is prohibited. Where work is carried out near water or sanitation infrastructure, spillages or uncontrolled discharges of sewage or contaminated water

shall be reported and remediated immediately in accordance with the project's Environmental Management Plan and applicable environmental legislation. Regulation 26 applies where there is a risk of drowning.

11 MONITORING, AUDITING AND COMPLIANCE

The Client / Client's Agent reserves the right to:

- Conduct periodic health and safety audits and site inspections, with or without prior notice, at least once every 30 days;
- Review the H&S Plan, risk assessments, LSSP, H&S File and related records at any time;
- Instruct the immediate suspension of any activity that is being conducted in an unsafe manner or in contravention of this specification, the H&S Plan, or applicable legislation; and
- Require the Principal Contractor to implement corrective actions within a specified timeframe, and to verify close-out of such actions.

The Principal Contractor shall conduct its own internal health and safety inspections at a frequency appropriate to the risk profile of the works, and no less than weekly, with records retained on the H&S File. The Construction Supervisor shall inspect the Restricted Work Zones, barriers and gates daily, before learners arrive and after they leave. The Principal Contractor shall provide the Client's Agent with a monthly health and safety report covering incidents, near misses, audit findings, corrective actions, training and the status of the LSSP.

12 NON-COMPLIANCE AND PENALTIES

Failure by the Principal Contractor or any Contractor to comply with this specification, the approved H&S Plan, or applicable legislation may result in:

- A written instruction to stop work on the affected activity until compliance is achieved, at no cost or time extension to the Client;
- Penalties as provided for in the Conditions of Contract;
- Immediate removal from site of any person who endangers learners, breaches the child protection requirements in Section 8.4, or who is found under the influence of alcohol or drugs;
- Removal of non-compliant personnel or sub-contractors from the site; and
- In the case of serious or repeated non-compliance, termination of the contract in accordance with the Conditions of Contract, without prejudice to any other rights of the Client.

Nothing in this clause limits the statutory powers of the DoL or any other regulatory authority to act independently in respect of non-compliance with the OHS Act, or the duty to report any criminal offence involving a child to the South African Police Service.

STAGE 3 OHSS SICELOKUHLE

13 DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR

13.1 Before commencing construction work

Before commencing construction work, the Principal Contractor shall submit the following to the Client / Client's Agent for review and approval:

1. Proof of registration and good standing with the Compensation Fund or a licensed compensation insurer (letter of good standing) [Regulation 5(1)(j)], and CIDB registration where applicable;
2. The signed Section 37(2) agreement and, where required, the notification in terms of Regulation 4 or proof of the construction work permit;
3. The project-specific Health and Safety Plan [Regulation 7(1)(a)], including the Learner Safety and Site Segregation Plan;
4. Baseline [Regulation 5(1)(a)] and activity-specific risk assessments [Regulation 9(1)];
5. Proof of the statutory appointments listed in Sections 6.6 and 7.5, including the Construction Manager [Regulation 8(1)], the Construction Health and Safety Officer, the School Liaison Officer, the Registered Person and the professional engineer;
6. The fall protection plan prepared by a competent person [Regulation 10];
7. Asbestos documentation: survey report, asbestos work plan, proof of the registration of the asbestos contractor and inspector, and the waste disposal arrangements (where ACM is affected);
8. The structural engineer's assessment of roofs and structures on which PV or other loads will be placed, and the PV/BESS design and verification report;
9. Method statements for high-risk activities, including work at height, demolition, excavations [Regulation 13], confined space entry, lifting operations, hot work and electrical and PV installation;
10. The SSEG application and approval from the municipality or Eskom;
11. Vetting records (national sex offender register and child protection register checks and police clearance) for all personnel who will work on the school premises;
12. Emergency and evacuation procedures, fire plan and the waste management plan;
13. Proof of relevant training, medical fitness certification and competency of key personnel and plant operators [Regulation 23(1)(d)]; and
14. Any other documentation reasonably required to demonstrate compliance with this specification.

No construction work shall commence on site until the H&S Plan has been approved in writing by the Client / Client's Agent.

13.2 During the works

The Principal Contractor shall submit, as work progresses: monthly health and safety reports; incident and investigation reports; scaffold, lifting equipment and electrical inspection records; asbestos monitoring and clearance records; hot-work and isolation permits; toolbox talk and training records; and records of daily barrier inspections.

STAFF OHS SICELOKUHLE

13.3 On completion and handover

Before practical completion, the Principal Contractor shall submit:

1. The consolidated Health and Safety File, including as-built drawings and designs [Regulation 7(1)(e)];
2. The Certificate of Compliance for all electrical work, issued by a Registered Person;
3. The PV and BESS commissioning report, test results and the SANS/IEC 62446-1 documentation, single-line diagrams and SSEG approval and connection documents;
4. Operation and maintenance manuals, warranties and emergency shutdown procedures;
5. Asbestos clearance certificates and waste disposal records, where applicable;
6. Evidence that the School Principal and the school's maintenance personnel have been trained in the safe operation, isolation and prohibited actions for the installed systems; and
7. Signed confirmation from the School Principal that the area has been cleaned and handed back in a safe condition.

14 ACCEPTANCE

By signing below, the Principal Contractor confirms that it has read, understood and accepts the requirements of this Occupational Health and Safety Specification, including the specific requirements for working within an operational school and for the installation of solar PV and storage systems, and undertakes to comply with it, together with all applicable legislation, for the full duration of the contract.

Signed on behalf of the Client:

Name: Moosa Mahomed Signature: _ Date: 08 October 2026

Signed on behalf of the Principal Contractor:

Name: _____ Signature: _____ Date: _____

STAGE 3 OHSS SICELOKUHLE

3.4 BASELINE RISK ASSESSMENT

Cl

COEGA
DEVELOPMENT CORPORATION

Design Baseline Risk Assessment:

SICELOKUHLE HIGH SCHOOL

CDC-SBU-BRA-151-26

Stage 2 DBRA

Risk Assessment №
CDC-SBU-BRA-151-26

Classification: Public Use

08 October 2026

DOCUMENT INFORMATION SHEET

Title of Document	:	Design Baseline Risk Assessment: SICELOKUHLE HIGH SCHOOL
Type of Document	:	Design Baseline Risk Assessment
Document Number	:	*CDC-SBU-BRA-151-26*
Prepared by	:	*Moosa Mahomed*
Typed by	:	*Moosa Mahomed*
Business Unit	:	*KZN-BU*
Prepared for	:	*CDC*
Date of Issue	:	*08 October 2026*

Stage 2 DBRA Sicelokuhle

Copyright

All rights reserved. No part of this document may be reproduced or distributed in any form or by any means, electronic, mechanical, photocopying or recording or otherwise, or stored in a database or retrieval system, without the prior written permission of the Coega Development Corporation (Pty) Ltd. ©

DOCUMENT CONTROL SHEET

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: **08-10-2026**	Name: **Moosa Mahomed**	Name: **Msawenkosi Mteki/ Sisekelo Jali**	Name: **Liso Lila** Msa Mteki
	Signature:	Signature:	Signature:

Distribution:	***CDC***

REVISION CHART

REVISION 1	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:

Stage 2 DBRA Siceloluhle

TABLE OF CONTENTS

1. Applicable Standards, Codes and Legislation
2. Designer's Risk Assessment

Stage 2 DBRA Siceloluhle

1. Applicable Standards, Codes and Legislation

Standard / Legislation	Scope of Application
OHS Act 85 of 1993 & Construction Regulations, 2014	Client, Designer and Principal Contractor duties
Asbestos Abatement Regulations, 2020	ACM identification and management pending removal
SANS 23601	Safety identification / evacuation signage
Environmental Regulations for Workplaces, Section 9(2), OHS Act 85 of 1993	Emergency preparedness and fire-fighting equipment
SANS 10400 (Parts A–XA)	Accessibility, fire protection and general building safety relevant to concept design
SANS 10142-1: Wiring of Premises	Electrical installation safety – interim isolation and concept reticulation design
SANS 241: Drinking Water Quality	Water safety benchmark for interim and permanent potable water supply
The Regulations Relating to Minimum Uniform Norms and Standards for Public School Infrastructure, 2024 (GN No. 50876, 27 June 2024)	Minimum uniform norms and standards for public school infrastructure
KZN DoE Guidelines for Safe School Environments	Departmental safety requirements for occupied school sites

Stage 2 DBA

2. Designer's Risk Assessment (Construction Regulation 6)



Design risk profile comparing initial and residual scores for DR-01 to DR-15. Concept-stage controls reduce all Critical initial risks to High or Moderate residual ratings; five residual risks remain High and require further design development and explicit pre-construction controls

5 × 5 RISK RATING METHOD					
Likelihood (L)	**1** Rare	**2** Unlikely	**3** Possible	**4** Likely	**5** Almost certain
Severity (S)	**1** Insignificant	**2** Minor injury / short-term ill health	**3** Medical treatment / lost time	**4** Major injury / permanent harm	**5** Single or multiple fatality
Score	**R = L × S.** Low 1–4; Moderate 5–9; High 10–16; Critical 17–25. Initial risk assumes no project-specific controls. Residual risk reflects the concept-design controls recorded below. High or Critical residual risks require further design development, explicit pre-construction information and contractor method statements before the activity proceeds.				

Assessment basis. This is an early-stage, qualitative design risk assessment based on the Stage 1 findings and the reasonably foreseeable renovation and repair activities. The general principles of prevention have been applied in the order: avoid the risk; evaluate unavoidable risk; combat risk at source; adapt the work to people; use safer technical solutions; plan coherent prevention; prioritise collective protection; and communicate residual risk. Because the school will remain operational, physical separation, safeguarding of learners, controlled contractor access and secure site boundaries are primary design requirements.

Ref.	Hazard / persons at risk	Initial L×S=R	Design response applying prevention principles	Residual L×S=R	Further action / owner

Ref.	Hazard / persons at risk	Initial L×S=R	Design response applying prevention principles	Residual L×S=R	Further action / owner
DR-01	**Learner entry into work areas;** contact with plant, excavations, materials or incomplete works. Learners, staff, visitors and public.	**5×5=25 Critical**	Design independently fenced work zones with anti-climb solid hoarding, lockable controlled gates and no shared circulation. Phase work so each zone is fully separated before mobilisation (decanting). Maintain protected school entrances, assembly areas and emergency routes. Avoid blind corners and provide child-resistant barriers at every interface.	**2×5=10 High**	Principal Agent/Architect to issue phasing and hoarding plan; school safeguarding protocol and daily boundary inspection required.
DR-02	**Construction traffic conflict** on steep gravel access and at school arrival/departure. Learners, staff, contractors and public.	**5×5=25 Critical**	Provide a separate contractor gate and route where practicable; otherwise use physically segregated pedestrian paths, defined crossing points, turning space and one-way vehicle movement. Schedule deliveries outside learner arrival, breaks and dismissal. Design gate geometry to prevent reversing into public or learner routes.	**2×5=10 High**	Civil Engineer/Principal Agent to prepare traffic management concept, wet-weather access plan and delivery restrictions.
DR-03	**Demolition of Ablution Blocks H and K;** instability, falling debris, dust, hidden services and open pits. Contractors and school occupants.	**4×5=20 Critical**	Prefer full controlled demolition rather than hazardous piecemeal retention where structural condition is unsuitable. Isolate and verify services before work. Provide engineered demolition sequence, exclusion radius, debris containment and dust suppression. Programme high-risk demolition during school closure where reasonably practicable.	**2×5=10 High**	Structural Engineer to confirm stability and sequence; Principal Contractor to submit demolition method and temporary works design.
DR-04	**Roof, ceiling and glazing work at height;** falls and falling objects. Contractors, learners, staff and future maintainers.	**4×5=20 Critical**	Specify ground-level prefabrication where possible, permanent safe access points, robust roof anchors or collective edge protection provisions, and maintainable components. Use safety glazing in vulnerable locations. Require full overhead exclusion below work and avoid work above occupied rooms.	**2×5=10 High**	Architect/Structural Engineer to show access and fall-prevention provisions; contractor access system to be engineered.

Ref.	Hazard / persons at risk	Initial L×S=R	Design response applying prevention principles	Residual L×S=R	Further action / owner
DR-05	**Vandalised electrical installations;** electric shock, arc flash and fire during survey, construction and occupation. All users.	**4×5=20 Critical**	Eliminate exposed live parts; provide sectional isolation, lockable boards, protected routes and tamper-resistant equipment. Design temporary supplies separately from school circuits. Require dead testing and lock-out/tag-out before intrusive work, with occupation maintained only on verified safe circuits.	**2×4=8 Moderate**	Electrical Engineer to issue isolation schedule, temporary supply design and commissioning/CoC requirements.
DR-06	**Untreated water and disrupted sanitation;** infection, dehydration and loss of hygiene. Learners, staff and contractors.	**4×5=20 Critical**	Eliminate reliance on untreated supply through a treated, testable potable system with protected storage and sampling points. Phase ablution works so adequate compliant temporary facilities remain available, segregated for learners and workers. Prevent cross-connections and stagnant dead legs.	**2×4=8 Moderate**	Civil/Mechanical Engineer to confirm capacity, treatment, testing, temporary sanitation and continuity plan.
DR-07	**Excavations and underground services** for drainage, water and electrical work; collapse, falls, service strike and flooding. Contractors and learners.	**4×5=20 Critical**	Coordinate routes to minimise excavation within occupied areas; use shallow or trenchless solutions where feasible. Survey and prove existing services. Design safe battering/shoring space, crossings, edge protection and prompt backfilling. No open excavation may remain accessible to learners.	**2×4=8 Moderate**	Civil/Electrical Engineers to coordinate service drawings and specify permit-to-dig, support and inspection requirements.
DR-08	**Dust, silica, noise, vibration, fumes and debris** from cutting, breaking and refurbishment. Contractors and occupied classrooms.	**4×4=16 High**	Select low-dust, low-noise methods and off-site fabrication; specify wet cutting/local extraction and sealed work enclosures. Locate noisy plant away from teaching spaces and programme disruptive work outside teaching hours. Prevent air migration through openings and shared ventilation.	**2×3=6 Moderate**	Architect/Principal Agent to define acoustic, dust and occupation constraints in specifications and programme.
DR-09	**Fire, hot work and LP gas** at nutritional kitchen; ignition, explosion and	**4×5=20 Critical**	Replace substandard gas installation with compliant external ventilated storage, protected pipework, isolation	**2×4=8 Moderate**	Mechanical/Fire Engineer to confirm gas and fire design; hot-work permit and emergency

Ref.	Hazard / persons at risk	Initial L×S=R	Design response applying prevention principles	Residual L×S=R	Further action / owner
	obstructed evacuation. All users and public.		and separation from ignition sources. Maintain fire compartments, escape widths and assembly routes throughout phasing. Minimise hot work and provide a designated controlled area away from learners.		arrangements required.
DR-10	**Temporary loss or obstruction of emergency routes, firefighting access or assembly areas.** Learners, staff, contractors and visitors.	**4×5=20 Critical**	Design each construction phase with two clear escape options where required, signed protected routes, emergency lighting and maintained fire-service access. Never route evacuation through the contractor compound. Complete and verify replacement routes before existing routes are closed.	**2×4=8 Moderate**	Principal Agent/Fire Engineer and School Principal to approve phase-specific emergency plan before handover of each work zone.
DR-11	**Unsecured materials, tools, chemicals, waste and contractor facilities;** access, poisoning, cuts, fire and safeguarding breaches. Learners and public.	**5×4=20 Critical**	Provide a lockable contractor compound within the secure work perimeter; separately bund fuels and chemicals; use enclosed skips and daily waste removal. Design deliveries directly into the compound. Contractor welfare and worker circulation must not share learner facilities or unsupervised school areas.	**2×4=8 Moderate**	Principal Agent to identify compound on site plan; contractor security, access register and housekeeping plan required.
DR-12	**Public boundary and site security failure;** unauthorised entry, theft, vandalism and injury outside working hours. Learners, neighbours and public.	**4×5=20 Critical**	Maintain a continuous secure school boundary and a second secure construction boundary. Avoid gaps created by phased demolition. Provide controlled reception, clear wayfinding, lighting without glare, secure keys and emergency contact signage. Design temporary fencing for wind and crowd loads.	**2×5=10 High**	Architect/Principal Agent to coordinate boundary drawings and phased security; school and contractor to agree after-hours response.
DR-13	**Manual handling and heavy component installation;** strains, crush injuries and uncontrolled lifting near occupied areas. Contractors.	**4×4=16 High**	Specify modular, lighter components and mechanical lifting points; provide delivery and crane positions within the secure zone. Avoid carrying large items through school circulation. Detail stable storage and	**2×3=6 Moderate**	Design disciplines to state weights and lifting provisions; contractor lifting plan required.

Ref.	Hazard / persons at risk	Initial L×S=R	Design response applying prevention principles	Residual L×S=R	Further action / owner
			temporary restraint of components.		
DR-14	**Future maintenance access** to roofs, gutters, tanks, electrical boards, lighting and services; falls, electrical exposure and repeated disruption to teaching.	**3×5=15 High**	Locate maintainable equipment at accessible level where possible; provide permanent safe access, isolation, working clearances and replaceable components. Keep routine maintenance outside learner circulation and provide secure maintenance zones. Select durable finishes and standard components to reduce frequency of intervention.	**2×3=6 Moderate**	All designers to include maintenance strategy, access information and residual risks in the health and safety file and O&M information.
DR-15	**Unknown concealed hazardous materials or services** encountered during opening-up. Contractors and occupants.	**3×5=15 High**	Undertake targeted surveys before intrusive works; retain a stop-work and isolate procedure for unexpected suspect materials, contamination or services. Do not rely solely on the Stage 1 visual finding of no identified ACM. Communicate survey limitations in tender and construction information.	**2×4=8 Moderate**	Principal Agent/OHS Agent and relevant designer to specify pre-construction verification and competent-person assessment.

Residual-risk communication and review. The register is to be read with the concept drawings, phasing plan and pre-construction information. Residual risks are to be transferred to the Stage 3 design risk register, preliminary health and safety specification, tender documents and health and safety file. The assessment must be reviewed whenever the scope, phasing, occupation strategy, access arrangement or design changes; after further surveys; and before construction.

Stage 2 DBF Tender

REPORT SIGN-OFF AND DECLARATIONS

APPROVALS

APPROVED / NOT APPROVED / APPROVED WITH AMENDMENTS
Comments: _____ Name & Surname:  _____ Date: 08 October 2026 **CDC OHS AGENT**

Stage 2 DBRA Sicelo

C3.5 CONTRACTOR'S REPORT

CONTRACTOR MONTHLY REPORT

Project No: CDC/815/26

Project Name: REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL

Contract No: ……

Contractor's Name: ……

Claim No.: …….. **For Period Ending: ……**

Date of Report: ……

The Contractor's Monthly Report comprises an integral part of the Contractor's Payment Claim and processing of the payment claim is not permitted without this report also being submitted, i.e. "NO REPORT – NO PAYMENT"

Attachments:

Part 2	Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
Part 3	Weekly Task Wage Register
Part 4	Local Labour Schedule

OVERALL PROJECT WORKER SCHEDULE (local labourers only) PART 2

Contract No: **CDC/815/26**
Project No. **PN/DoE-KZN/26/000198**
Project Name: **REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL**
Month of Report: … ……. Sheet: ……1 .....of …1….

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker				Total No. of workers Employed on the Project
														Women		Men		
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D	
Totals for this sheet																		
Totals from previous sheet																		
Totals carried forward																		
					(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N) = (J+K+L+M)

Completed by: Name: …… Signature:…… Capacity …… Date:…...……..

WEEKLY TASK WAGE REGISTER (local labourers only) PART 3

Contract No: **CDC/815/26**

Project No. **PN/DoE-KZN/26/000198**

Project Name: **REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL**

Week Ending: ……

Sheet:…1.. of 1…..

Entries in this portion to be completed by Foreman									**Entries in this portion to be Completed by Contractor**				
No.	Name of local worker	Days Worked							Payment				
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker
Totals This Sheet													
Totals Brought Forward From previous Sheet													
Totals Carried Forward													
									(A)		(B)		

Completed by: Name: …… Signature: …… Capacity: …… …… Date: ……

LOCAL LABOUR AND MATERIAL SCHEDULE PART 4

Contract No: CDC/815/26 **Date of Report: …….**

Project Name: REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWA-ZULU NATAL
For Period Ending: …….
Contractor Name: ……. ……

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending		Total Day Tasks / Person Days Worked	Total Amount Paid	
			(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)	
1					
2					
3					
4					
5					
6					
7					
8					
9					
Total					

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	**R**
2. Amount Spent on Local Labour this month (From **Total** above)	**R**
3. Total Amount Spent on Local Labour to date (3) = (1+2)	**R**

3. Local Labour Schedule

Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part 2)	**% of Total**
Columns refer to Columns in Part 2		
1. Total No. of **individual local workers** who have worked on the Project (Column N)		100%
10. How many of the Total No. are **local youth** (35 yrs and under) (Column B & D)		
11. How many of the Total No. are **local women** (Column A + B)		

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	**This Month**	**Total to date**

1. Material from Local Municipality		
2. Material from Local District Municipality		
3. Material from Outside the Kwa-Zulu Natal Province		
4. Material from other areas within the Kwa-Zulu Natal Province.		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

5. Training of Local Workers

Category of training	**Name of course**	**No. trained**	**Days trained**	**Comments on progress**
(a) Technical training for implementation	Bricklaying Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

Completed by: …….. …….. …….. ……

Name Signature Capacity Date

C3.5.1 ANNEXURE B1 – JOB FORECAST SCHEDULE

ANNEXURE “B1”

JOB FORECAST SCHEDULE

CONTRACT No. CDC/815/26 – REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL

DATE: _____

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local)
Unskilled	Task Grade A	General Worker	General Worker	
Semi-skilled	Task Grade B	Artisan Aid	Artisan Aid	
		Construction Hand Grade IV	Structures Construction Hand	
			Premix Paving Checker	
			Steel Bending Machine Operator	
			Civil Construction Bricklayer Grade II	
		Operator Grade V	Boom Scraper Operator	

			Pedestrian Roller Operator	
			Piling Auger Machine Operator	
		Checker	Checker	
		Chainman	Chainman	
Semi-skilled	Task Grade C	Construction Hand Grade III	Shutter hand Grade III	
			Concrete Hand Grade II	
		Operator Grade IV	Track Rig Operator (general)	
			Bore Pile Operator	
			Continuous Flight Auger Operator	
			Drilling Supervisor	
		Site Support	Junior Clerk	
Semi-skilled	Task Grade D	Construction Hand Grade II	Shutter hand Grade II	
			Reinforcing Hand Grade II	
			Concrete Hand Grade I	
			Fence Erector	
			Guard Rail Erector	
		Operator Grade III	Concrete Mixer Operator	

Semi-skilled	Task Grade D	Construction Hand Grade II	Shutter hand Grade II	
			Reinforcing Hand Grade II	
			Concrete Hand Grade I	
			Fence Erector	
			Guard Rail Erector	
		Operator Grade III	Concrete Mixer Operator	
			Batch Plant Operator	
			Concrete Dumper Operator	
			Concrete Pump Operator	
			Tower Crane Operator	
			General Premix Roller Operator	
			Milling Machine Operator	
			Paver Operator	
			Excavator Operator	
			Front End Loader Operator	
			TLB Operator	
			Dozer Operator	
			Grader Operator (general)	
			Gunite Nozzle person	
		Driver Grade II	Motorcycle Driver	
			Tractor Driver	

			Light Motor Vehicle Driver	
			Driver Operator	
			Heavy Duty Driver (rigid)	
			Extra Heavy Duty Driver (rigid)	
		Site Support	Material Tester	
		Building Skills	Semi-Skilled	
			Light Motor vehicle driver	
			Hoist Operator	
			Driver (Code 9)	
Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local
Semi-skilled	Other (specify)	Other (specify	Other (specify)	
Skilled	Task Grade E	Construction Hand Grade 1	Shutter hand Grade I	
			Reinforcing Hand Grade I	
			Pipe layer Grade I	
			Kerb layer Grade I	
			Civil Construction Bricklayer Grade I	
		Operator Grade II	Mobile Crane Operator	
			Screed Operator	

			Scraper Operator	
		Driver Grade I	Heavy Duty Driver (articulated)	
			Extra Heavy Duty Driver (articulated)	
		Site Support	Assistant surveyor	
		Building skills	Journeyman's assistant	
			Heavy Duty driver (Code 10)	
			Crane Operator	
			Machine Minder and Sawyer	
			Mechanical Handling Equipment Driver	

Skill Level	Grade	Occupational Group	Job Title	Total Labour (Seconded and Local
Semi-skilled	Other (specify)	Other (specify	Other (specify)	
Skilled	Task Grade E	Construction Hand Grade 1	Shutter hand Grade I	
			Reinforcing Hand Grade I	
			Pipe layer Grade I	
			Kerb layer Grade I	
			Civil Construction Bricklayer Grade I	
		Operator Grade II	Mobile Crane Operator	
			Screed Operator	
			Scraper Operator	
		Driver Grade I	Heavy Duty Driver (articulated)	
			Extra Heavy Duty Driver (articulated)	
		Site Support	Assistant surveyor	
		Building skills	Journeyman's assistant	
			Heavy Duty driver (Code 10)	
			Crane Operator	
			Machine Minder and Sawyer	
			Mechanical Handling Equipment Driver	

		Electrical Construction	Electrical Construction Operator	

Skilled	Task Grade F	Building Skills	Artisan/Journeyman	
		Electrical Construction	Electrical Tester for single phase	
			Artisan Unlicensed	
		Operator Grade I	Grader Operator (final level)	
Skilled	Task Grade G	Building Skills	Artisan journeyman with N2	
		Electrical Construction	Installation Electrician	
			Supervisor Grade II; Plant Serviceman	
Skilled	Task Grade H	Electrical Construction	Master Installation Electrician	
			Supervisor Grade I	
Skilled	Task Grade I	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Welder.	
Skilled	Other (specify)	Other (specify)	Other (specify)	

This schedule must include the estimated Jobs to be provided on the Project by all on-site Sub-contractors (inclusive of SMME's)

C3.5.2 ANNEXURE B2 – JOB WAGE SCHEDULE

ANNEXURE "B2"

REFURBISHMENTS AND REHABILITATIONS TO SICELOKIHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL
Contract No. (CDC/815/26)

BUILDING INUDUSTRY JOB & WAGE SCHEDULE

Task Grade	Job Title	Minimum basic wage rate (per hour)
Construction Worker Grade E	General Worker	
Construction Worker Grade D	Semi-skilled Construction Worker Hoist Operator	
	Driver (code 8) Driver (code 9)	
Construction Worker Grade C	Artisan / Journeyman's Assistant Driver (code 10) Crane Operator Machine Minder and Sawyer Mechanical Handling Equipment Driver	
Construction Worker Grade B	Artisan / Journeyman	
Construction Worker Grade A	Artisan / Journeyman with minimum N2	

Whilst this schedule provides for minimum wage rates, the contractor should effect standard wage rates per job function wherever possible, across the entire project, sub-contractors inclusive.

The above wage rates to be increased annually, the timing and quantum shall be in accordance with the prevailing arrangement in the industry, yet may not be less than the latest available year-on-year CPI (inflation rate).

(Refer Socio-Economic specification L1.4)

C3.5.4 WAGE RATES

ANNEXURE “B3”

CONTRACT No. CDC/815/26 – REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL

WAGE RATES: CIVIL ENGINEERING, BUILDING AND ELECTRICAL CONSTRUCTION INDUSTRY JOB CATEGORY STRUCTURE

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Unskilled	Task Grade A	General Worker	General Worker	
Semi-skilled	Task Grade B	Artisan Aid	Artisan Aid	
		Construction Hand Grade IV	Structures Construction Hand	
			Premix Paving Checker	
			Steel Bending Machine Operator	
			Civil Construction Bricklayer Grade II	
		Operator Grade V	Boom Scraper Operator	
			Pedestrian Roller Operator	
			Piling Auger Machine Operator	
		Checker	Checker	

		Chainman	Chainman	
Skill Level	**Grade**	**Occupational Group**	**Job Title**	**Project Wage Rate (Hourly)**
Semi-skilled	Task Grade C	Construction Hand Grade III	Shutter hand Grade III	
			Concrete Hand Grade II	
		Operator Grade IV	Track Rig Operator (general)	
			Bore Pile Operator	
			Continuous Flight Auger Operator	
			Drilling Supervisor	
		Site Support	Junior Clerk	
Semi-skilled	Task Grade D	Construction Hand Grade II	Shutter hand Grade II	
			Reinforcing Hand Grade II	
			Concrete Hand Grade I	
			Fence Erector	
			Guard Rail Erector	
		Operator Grade III	Concrete Mixer Operator	
			Batch Plant Operator	
			Concrete Dumper Operator	
			Concrete Pump Operator	
			Tower Crane Operator	
			General Premix Roller Operator	

			Milling Machine Operator	
			Paver Operator	
			Excavator Operator	
Skill Level	**Grade**	**Occupational Group**	**Job Title**	**Project Wage Rate (Hourly)**
			Front End Loader Operator	
			TLB Operator	
			Dozer Operator	
			Grader Operator (general)	
			Gunite Nozzle person	
		Driver Grade II	Motorcycle Driver	
			Tractor Driver	
			Light Motor Vehicle Driver	
			Driver Operator	
			Heavy Duty Driver (rigid)	
			Extra Heavy Duty Driver (rigid)	
		Site Support	Material Tester	
		Building Skills	Semi-Skilled	
			Light Motor vehicle driver	
			Hoist Operator	
			Driver (Code 9)	

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Semi-skilled	Other (specify)	Other (specify)	Other (specify)	
Skilled	Task Grade E	Construction Hand Grade 1	Shutter hand Grade I	
			Reinforcing Hand Grade I	
			Pipe layer Grade I	
			Kerb layer Grade I	
			Civil Construction Bricklayer Grade I	
		Operator Grade II	Mobile Crane Operator	
			Screed Operator	
			Scraper Operator	

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
		Driver Grade I	Heavy Duty Driver (articulated)	
			Extra Heavy Duty Driver (articulated)	
		Site Support	Assistant surveyor	
		Building skills	Journeyman's assistant	
			Heavy Duty driver (Code 10)	
			Crane Operator	
			Machine Minder and Sawyer	
			Mechanical Handling Equipment Driver	
		Electrical Construction	Electrical Construction Operator	

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Skilled	Task Grade F	Building Skills	Artisan/Journeyman	
		Electrical Construction	Electrical Tester for single phase	
			Artisan Unlicensed	
		Operator Grade I	Grader Operator (final level)	
Skilled	Task Grade G	Building Skills	Artisan journeyman with N2	
		Electrical Construction	Installation Electrician	
			Supervisor Grade II; Plant Serviceman	
Skilled	Task Grade H	Electrical Construction	Master Installation Electrician	
			Supervisor Grade I	
Skilled	Task Grade I	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Welder.	
Skilled	Other (specify)	Other (specify)	Other (specify)	

The wage rates herein above shall be increased annually in accordance with the Socio-Economic specifications provision.

C3.6 SOCIAL AND ECONOMIC SPECIFICATION

C3.6 SOCIAL AND ECONOMIC DELIVERABLES

The Coega Development Corporation (CDC), referred to hereinafter as the Implementing Agent, has placed a number of contractual obligations on contractors in fulfilling the objectives for the socio-economic deliverables on the project.

It is the desire of the Implementing Agent and the Client that Employment Relations practices, procedures and processes that are implemented within the project are uniform and of the highest possible standard. The objective of this approach is to promote an environment that is healthy, safe, efficient, productive, harmonious, is free of disruption and localises opportunities for communities in close proximity to the project. Such an environment will assist Contractors in implementing their projects successfully. All contractors, sub-contractors (including SMMEs) and site service providers within the project have a role and responsibility in achieving this objective, and accordingly, the Main Contractor is wholly responsible in ensuring the provision, implementation and maintenance of the required socio-economic deliverables.

To this end, certain mechanisms and structures have been put in place to ensure all role-players in the project are aware of the socio-economic and labour requirements and obligations that are contractually binding on them, and that these are properly implemented and complied with.

The documentation included in specifications outlined below will provide detail to the prospective contractor in order to ensure a comprehensive understanding of the socio-economic specifications and Labour Management protocols in effect and allows for the prospective Contractor to tender accordingly.

C3.6.1 Specification Data

The Specification Data provided herein shall have precedence in the interpretation of any ambiguity or inconsistency between it and any other applicable contract instrument addressing the same or similar deliverable.

The Contractor shall ensure full achievement of the following deliverables through the period of this construction contract:

Deliverable L1: Employment of local resources - provide employment opportunities to targeted labour;

L1.1: Labour Risk Assessment
L1.2: Employment
L1.3: Recruitment
L1.4: Wages
L1.5: Inductions
L1.6: Employment Contracts
L1.7: Labour mobilisation and demobilisation

Deliverable L2: On-site Project Employment Relations Co-ordination;

Deliverable L3: Employment of the Community Liaison Officer;

Deliverable L4: Provide work opportunities for designated persons;
L4.1: Candidate Professionals

Deliverable L5: HIV/AIDS Awareness – the Contractor shall be responsible for promoting HIV/AIDS Awareness on site;

Deliverable L6: Health and Safety Awareness - the Contractor shall be responsible for promoting Health and Safety on site;

Deliverable L7: The Contractor shall ensure achievement of socio-economic deliverables and compliance to the established labour management protocols on the whole project (inclusive of all sub-contractors), for the full duration of the project;

Deliverable L8: Community participation;

Deliverable L9: On-site communication structures
The Contractor shall ensure the full application of this specification on all sub-contractors (incl. SMME's) and on-site service providers and accordingly must ensure the inclusion of this specification in all tender documents.

Deliverable L1: Employment of local resources - Provide employment opportunities to targeted labour.

L1.1 LABOUR RISK ASSESSMENT:

Prior to construction commencement, the Contractor is required to conduct a labour risk assessment to highlight the most significant labour risks associated with the project (at least 10 higher risks) and provide the mitigation to deal with each of these identified risks.

The template for undertaking the risk assessment will be provided by the Implementing Agent at tender award.

The risk assessment report is to be submitted by the Contractor to the Principal Agent for the Implementing Agent's review and endorsement, within 14 calendar days of the tender award.

L1.2 EMPLOYMENT:

The minimum number of construction personnel to be employed on the project is **40** (job opportunities). This number includes all seconded personnel. The minimum duration for individual employment recognition purposes shall be 6 weeks on-site continuous employment period.

The Contractor is required to provide the anticipated numbers of additional labour required per job title, to be utilised on the construction project. This submission, in the form of the Job Forecast Schedule (Refer Annexure "B1") as provided herewith is a returnable to be included in the tender response. This submission must be inclusive of the total projected additional labour requirements of all on-site sub-contractors and on-site service providers.

L1.3 RECRUITMENT:

The Contractor's deliverable is the minimum of **70% local labour** employed on the project to be residents of Target Areas 1 & 2 as specified below. The calculation of labour employment is based on man-days worked over the measured period and not headcount. Priority employment must be provided to residents from Target Area 1.

The Contractor is permitted to deploy a maximum of 30% non-local seconded labour (i.e. labour who usually residing outside Target Areas 1 & 2) on the Project.

The Contractor is required to report on the achievement of the local employment target at each project progress meeting.

In the event the 70% target is not being achieved at any point of the construction duration, and / or the required local skills are claimed by the Contractor not to be available in Target Areas 1 & 2, the Contractor must motivate its assertion, also describing its recruitment efforts, prior to identifying individual labour from Target Area 3 for placement on the Project.

Target Areas:

- **Target Area 1** shall be the Alfred Duma Local Municipality;
- **Target Area 2** shall be the uThukela District;
- **Target Area 3** shall be the geographic area excluding Target Area 2, which falls within the KwaZulu Natal.

Preference shall be granted to competent labour residing in Target Area 1 above labour residing in Target Area 2, and similarly preference shall be granted to competent labour residing in Target Area 2 above labour residing in Target Area 3.

L1.4 **WAGES:**

The Contractor shall, at the time of bidding for the contract, complete and return the Project Job & Wage schedule **(Refer Annexure B"2")** to confirm the minimum wage rates to be applied across the different grades/levels on the project as a whole, inclusive of all on site Sub-contractors' and Service Providers' labour. The intention is to promote the application of standard wage rates per job function, across the project.

The rate of pay for General Worker (Task Grade 1) should not be less than the market related rate paid in the area, yet may not be less than the prevailing general National Minimum Wage (i.e. not the expanded public works programme rate). The current National Minimum Wage is **R30.23** per ordinary hour worked.

Wages shall be paid in arrears into each employee's own bank account. The Contractor shall elect whether such wage payments are effected at monthly or fortnightly intervals, where after uniformity of application shall be effected by the Contractor across the project as a whole, including all sub-contractors and service providers.

The wage payment detail, including all deductions made, must be provided in acceptable pay-slip format on or immediately before the scheduled payday. No cash payments may be made for safety reasons, and as such a condition of employment for labour shall be the possession of an active personal bank account.

The timing and quantum of the wage increases shall be in accordance with the prevailing arrangement in the Industry, yet may not be less than the latest available year-on-year Consumer Price Index (CPI) as issued by Statistics South Africa at the time of the wage rate increase.

The annual wage rates increases will be affected on the same date, on the first normal payday after 12 months of construction on site, or earlier as required by the Main Contractor, for all hourly-paid construction workers. Such wage rates increases must also be applied at the same time throughout the construction project (i.e. all on-site sub-contractors inclusive).

The Contractor is required to introduce measures to effectively mitigate the risk of delayed / partial / non-payment of wages and statutory deductions by on-site sub-contractors and on-site service providers.

L1.5 **INDUCTIONS:**

All project personnel on site must attend a Site Induction presentation on a fully paid time basis, before commencing work on site. The Site Induction shall be provided by the Contractor and shall include the Project overview, performance expectations and key labour management aspects including the general health, safety and environmental practices to be employed on the Project.

The Site Induction shall be provided for all construction personnel by the Contractor, prior to each individual commencing employment on site.

All Contractors and Service Providers employing personnel on the construction site must ensure that all appropriate life skills and in particular Health, Safety & Environmental awareness training specific to their construction activities is conducted prior to individual’s work commencement, and during the course of employment on site.

Attendance registers of all personnel attending Site Induction and any subsequent awareness training must be retained on site for the duration of the construction project.

L1.6 **EMPLOYMENT CONTRACTS:**

All additional hourly-paid construction personnel on site must each sign an employment contract before commencing employment on site.

The standard form of the limited duration employment contract will be provided by the Implementing Agent, in consultation with the Contractor, as the standard limited duration employment contract for use on the project.

L1.7 **LABOUR MOBILISATION & DEMOBILISATION:**

The Contractors must make adequate provision for mobilizing and demobilizing all personnel employed on the Project.

Deliverable L2: On-site Project Employment Relations Co-ordination

L2.1 EMPLOYMENT RELATIONS CO-ORDINATION

The Contractor is required to confirm the identity of the site manager responsible for Employment Relations Co-ordination on site with the Principal Agent, prior to the manager fulfilling this responsibility.

This site manager must have sufficient labour management competency to ensure the establishment and retention of labour harmony on site.

Deliverable L3: Employment of the Community Liaison Officer

L3.1 Community Liaison Officer Appointment:

Immediately prior to site establishment, the Contractor must employ the services of a Community Liaison Officer (CLO).

The shortlisting of appropriate local CLO candidates should require guidance of the Project Social Facilitator, yet the Contractor shall make the final selection decision after receiving the prior written CLO appointment approval of the Implementing Agent. Note that the Social Facilitator is employed by the Implementing Agent.

The CLO shall receive a basic rate of pay not less than **R 8 500.00** per month. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. are excluded from this amount.

The contractor shall provide the necessary tools of the trade for the CLO to operate effectively. This will include office space and all reasonable furniture and equipment, including controlled access to an internet connected computer and a cellphone.

If, in the event that the contractor terminates the CLO's contract of employment (limited to proven misconduct / poor performance which would normally result in fair termination), the Contractor is required to urgently employ a suitably competent and experienced CLO, within a 2 week period on a full-time basis, for the remaining duration of the Project.

Deliverable L 4: Provide work opportunities for designated persons

L4.1 **CANDIDATE PROFESSIONAL:**

Within one month of contract award, the Contractor shall employ **two (02) student interns** for the construction period. The selection and placement of these appropriate candidates shall be in line with the Target Areas identified above.

The Candidate should be from any of the recommended groups detailed here below:

- Building Management;
- Quantity Surveyor;
- Health & Safety Officer;
- Civil/structural engineering

The objective is to assist the candidate technical professional to obtained professional registration with the appropriate body during the course of the construction project.

With the exception of the stipends cost, all costs associated with the internship, including the provision of work tools, facilities and professional registration is a priceable item for which the Contractor must tender.

The designated persons must be placed on site and will be paid a monthly stipend of **R8 500.00** per month by the Contractor. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. are excluded from this amount.

The stipend costs and other associated costs shall be for the Contractor's account and the Contractor must tender accordingly, and should be clearly stipulated in the tender submission.

Deliverable L5: Promote HIV/AIDS Awareness on site

L5.1 HIV/AIDS Awareness Training:

The Contractor shall be responsible for promoting HIV/AIDS Awareness on site. Every worker anticipated to be employed on the project must be trained in HIV/AIDS Awareness according to Industry norms and standards.

The Contractor shall submit monthly reports on HIV/AIDS Awareness training to the Implementing Agent's representative, accompanied by attendance registers in the format prescribed by the Implementing Agent.

All HIV/AIDS awareness training shall be recorded on the Ncedo Labour Management System by the Social Facilitator.

The Contractor must tender accordingly, the costs of which should be clearly stipulated in the tender submission.

Deliverable L6: Promote Health and Safety Awareness on site

L6.1 Health and Safety Awareness Training:

The Contractor shall be responsible for promoting health and safety on site. Prior to employment on the Project site, all labour must be inducted on pertinent aspects of the Occupational Health and Safety Act and the Construction Regulations including safe working practices, before they commence with work on site.

The Contractor shall submit monthly reports on Health & Safety Awareness training to the Implementing Agent's representative, accompanied by attendance registers in the format prescribed by the Implementing Agent.

The Contractor shall submit monthly reports via the Ncedo system on the Health and Safety inductions conducted on site.

All Health and Safety awareness training shall be recorded on the Ncedo Labour Management. The Contractor must tender accordingly, the costs of which should be clearly stipulated in the tender submission.

Deliverable L7: The contractor shall ensure achievement of Socio-economic deliverables and compliance to the established labour management protocols on the whole project, for the full duration of the project;

The Contractor shall undergo a Socio-economic Specification detailed clarification meeting with the Implementing Agent, prior to site establishment. The Contractor's appointed Employment Relations Co-ordinator and the Contractor's most senior Site Manager are required to be present.

L7.1 **COMPLIANCE AUDITING AND NON-ACHIEVEMENT:**

The Implementing Agent appointed Social Facilitator shall monitor adherence to the labour protocols prescribed above.

In the event of the Contractor (inclusive of all sub-contractors) not complying with the socio-economic specifications after the 1-month period stated herein above, or failing to maintain the required labour management protocol thereafter, then a punitive penalty will be applied to the Contractor for each working day that the non-compliance is still in existence. This punitive penalty shall equate to 20% of the amount prescribed per day for late project completion.

Deliverable L8: Community participation

L8.1 **COMMUNITY ENGAGEMENT OBLIGATION**

The Contractor shall ensure labour and community harmony on the project site and in the surrounding community. The Contractor shall participate in all community engagement activities where appropriate to promote the successful early completion of the Project.

The Implementing Agent appointed Principal Agent shall establish the Project Support Committee (PSC) prior to construction commencement. The CLO and the Contractor's most senior site manager are required to participate in the regular scheduled PSC meetings. The Terms of Reference for the PSC will be established prior to electing community / stakeholder participants.

The Contractor shall tender accordingly.

Deliverable L9: On-Site communication structures

L9.1 ON-SITE COMMUNICATION

The Contractor shall be responsible for facilitating all on-site communication with role-players. A Labour Consultative Forum (LCF) will be established on site at which labour and work-place related issues will be addressed. The LCF will be attended by the Main contractor representatives, all sub-contractors and site service providers and elected representatives from labour on site. The LCF will be established within 1 month of project commencement and will meet monthly thereafter.

The Contractor shall tender accordingly.

C3.7 PERFORMANCE REPORT

SUPPLIERS PERFORMANCE EVALUATION FORM

PROJECT NUMBER	**PN/DoE-KZN/26/000198**	
CONTRACT NUMBER	**CDC/815/26**	
PROJECT NAME	**Refurbishments and Rehabilitations to Sicelokuhle Secondary School in uThukela District, Kwazulu-Natal**	
SERVICE PROVIDER		
PROJECT MANAGER		
PROJECT VALUE		
PROJECT DURATION AND START DATE		
REVIEW PERIOD	**FROM:**	**TO:**
EVALUATION DATE		

EARNED VALUE MANAGEMENT	
COST VARIANCE (CV)	
SCHEDULE VARIANCE (SV)	
COST PERFORMANCE INDEX (CPI)	
SCHEDULE PERFORMANCE INDEX (SPI)	

Measures of Performance

Evaluation Indicators			**Final Score**	**EXCELLENT 5**	**VERY GOOD 4**	**GOOD 3**	**POOR 2**	**UNSATISFACTORY 1**
Quality Compliance				**SP delivered an excellent final product which exceeded the client's expectations, met with all contractual requirements without exceeding the project schedule or the project cost. SP provided value engineering capability during the project reducing or maintaining original cost estimates whilst still maintaining high standards of product quality**	**SP not only complied with all the client's requirements and specification as defined in the contract documentation and drawings, he/ she also added value by either reducing cost and not delaying schedule commitment whilst achieving quality requirements**	**SP complied with the client's requirements and met all specifications as indicated in the contract documents**	**SP failed to comply with at least 50% of quality requirements as set out in the contract documents and or drawings**	**SP did not deliver to the client's requirements. No attempt was made to meet the quality requirements.**
Cost	**TARGET**	**ACTUAL**		**SP managed to expedite expenditure and is 20% ahead of projected cashflow and not compromising quality criteria.**	**SP managed to expedite expenditure and is 10% ahead if projected cashflow whilst still maintaining client and project requirements.**	**SP expenditure is as per the agreed cashflow.**	**SP delayed execution of the contract and has spent 15% below the target cashflow**	**SP delayed execution of the contract and has spent 25% below the target cashflow**

Schedule Adherence	**TARGET**	**ACTUAL**		**SP delivered the project or work packages ahead of the scheduled delivery date by more than 15% of the planned project duration, delivering to the full scope of the project.**	**SP managed to complete the project or work packages ahead of the planned completion date by reducing project duration with 10% of planned time.**	**SP achieved original schedule date.**	**SP underestimated project activities and ultimately project duration resulting in a project delay by more than 15% of the project duration.**	**SP poor management of the project resulted in the project being delayed by a period longer than 20% of the project duration initially agreed at the conclusion of the contract.**
SME Participation	**TARGET**	**ACTUAL**		**SP made extensive use of SME in the course of the project exceeding project requirements achieving 40% SME participation.**	**SP made a significant contribution to the development of SMME's during the duration of the project with 38% SME participation.**	**SP achieved the 35% SME participationrequirements as defined in the contract documentation.**	**SP who does not meet initial SMME contribution requirements as set out in the contract documentation achieved 30% SME participation.**	**Achieved 25% SME participation.**
No of Jobs created	**TARGET**	**ACTUAL**		**SP created more jobs than contracted by 15% or more**	**SP created more jobs than initially contracted by 10%.**	**SP created the number of jobs as defined in the contract document.**	**SP who does not meet the requirement for job in the contract, achieved 10% less.**	**Achieved 15% less.**
No of Interns	**TARGET**	**ACTUAL**		**SP employed an increased number of interns above what was agreed initially by 15% or greater**	**SP employed an increased number of interns above what was agreed initially by 10%**	**SP employed the agreed number of interns.**	**Achieved 10% less.**	**Achieved 15% less.**
S.H.E				**SP at all times during the project displayed a pro-active approach taking a leading role with regard to S.H.E requirements and maintains a one step ahead approach to ensure the project is managed in a manner that does not expose the project and client and cause delays.**	**SP not only met all the S.H.E requirements in the contract documents but ensured that any gaps encountered in S.H.E requirements were closed to reduce any negative exposure to the client.**	**SP was in full compliance with all the S.H.E requirements of the project.**	**SP sometimes complies with S.H.E requirements as defined in the contract documents and statutory and regulatory requirements. Exposing the project to undue risk and negatively affecting the project quality, cost and schedule.**	**SP scarcely achieve set S.H.E requirements.**
FINAL SCORE**				**SCORE > 35 EXCELLENT**	**SCORE > 28 VERY GOOD**	**SCORE > 20 GOOD**	**SCORE < 20 POOR**	

****These areas could be weighted and a final score achieved based on CDC priorities**

SP that obtains a score of less than 18 is regarded as a poor performer therefore not recommended for further appointment.

Project Manager's Comments: *(PM to define challenges experienced or positive comments)*	

Signatures: **Project Manager:**_____ **Date:**_____

Contract No.
CDC/815/26 Wage
Rates

C3.8 PLANNING SPECIFICATIONS FOR CONTRACTORS -CIDB GRADE 1 – 9

COEGA
DEVELOPMENT CORPORATION

Planning Document:

Planning Specifications For Contractors.

Report Nº

CDC-CG-SPC-001-17

01 November 2017

DOCUMENT INFORMATION SHEET

Title of Document	:	*Planning Specifications for Contractors*
Type of Document	:	*Planning Document*
Report Number	:	*CDC-CG-SPC-001-17*
Prepared by	:	*Duaine Moroney*
Typed by	:	*Duaine Moroney*
Business Unit	:	*IDZ Infrastructure Programme (IIP)*
Prepared for	:	*CDC*
Date of Issue	:	*01 November 2017*

Copyright

All rights reserved. No part of this document may be reproduced or distributed in any form or by any means, electronic, mechanical, photocopying or recording or otherwise, or stored in a database or retrieval system, without the prior written permission of the Coega Development Corporation (Pty) Ltd. ©

DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the CDC.

PROJECT NAME : *CDC Planning Specifications*

DOCUMENT TITLE : *Planning Specifications for Contractors*

DOCUMENT No. : *CDC-CG-SPC-001-17*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: **13 October 2017**	Name: **Duaine Moroney**	Name: **Hennie van der Kolf**	Name: **Maria van Zyl**
	Signature:	Signature:	Signature:

Distribution:	***CDC***

REVISION CHART

REVISION 1	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:
Distribution:			

REVISION 2	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:

REVISION 3	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:

This document, and the information or advice which it contains, is provided by the Centre of Excellence Business Unit solely for the use by the Coega Development Corporation (Pty) Ltd and for reliance by its Executive Management and the Board in performance of that Business Unit's duties.

Basis Of Schedule

(Planning Document)

TABLE OF CONTENTS

1. CIDB Grading 1-3 1
1.1 Introduction 1
1.2 General 1
1.2.1 The Contractor shall comply with the requirements of this Attachment 1
1.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports 1
1.3 Planning and Construction Programme 1
1.3.1 Submission 1
1.3.2 Activities 1
1.3.3 Logic and Sequencing 2
1.3.4 Equipment allocation 3
1.3.5 Construction Programme Commodities 3
1.3.6 Approval of Construction Programme 3
1.3.7 Revisions to the Construction Programme 3
1.3.8 Cash Flow 4
1.4 Progress Reporting 4
1.4.1 Weekly Progress Reporting 5
1.4.2 Progress Monitoring and Corrective Action 5
1.4.3 Monthly Status Report (Planning Aspects Only) 5

2. CIDB Grading 4-6 7
2.1 Introduction 7
2.2 General 7
2.2.1 The Contractor shall comply with the requirements of this Attachment 7
2.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports 7
2.3 Planning and Construction Programme 7
2.3.1 *Submissio*n 7
2.3.2 Logic and Sequencing 8
2.3.3 Man-hour allocation 9
2.3.4 Equipment allocation 9
2.3.5 Contractor 'S-Curve' 9
2.3.6 Construction Programme Commodities 10
2.3.7 Approval of Construction Programme 10
2.3.8 Revisions to the Construction Programme 10
2.3.9 Supplementary Schedules and Programmes 11

2.3.10 Cash Flow 11

2.4 Progress Reporting 11

2.4.1 Weekly Progress Reporting 11

2.4.2 Progress Monitoring and Corrective Action 12

2.4.3 Monthly Status Report (Planning Aspects Only) 12

3. CIDB Grading 7-9 14

3.1 Introduction 14

3.2 General 14

3.3 Planning and Construction Programme 14

3.3.1 Submission 14

3.3.2 Activities 14

3.3.3 *Logic* and Sequencing 15

3.3.5 *Construction* Programme Resources 16

3.3.6 Man-hour allocation 16

3.3.7 Equipment **allocation** 16

3.3.8 *Contractor* 'S-Curve' 16

3.3.9 *Construction* Programme Commodities 17

3.3.10 *Approval* of Construction Programme 17

3.3.11 *Revisions* to the Construction Programme 17

3.3.12 *Supplementary* Schedules and Programmes 18

3.3.13 *Cash* Flow 19

3.4 Progress Reporting 19

3.4.1 Fortnightly Progress Reporting 19

3.4.2 Progress Monitoring and Corrective Action 19

3.4.3 Monthly Status Report (Planning Aspects Only) 20

1. CIDB Grading 1-3

1.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

1.2 General

1.2.1 The Contractor shall comply with the requirements of this Attachment.

1.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

1.2.2.1 Standard Schedule Layout

1.3 Planning and Construction Programme

1.3.1 Submission

1.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

1.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the tender documents. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native (soft copy) file format.

1.3.2 Activities

1.3.2.1 The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

1.3.2.2 Be an activity of work, not a piece of equipment;

1.3.2.3 Be readily measurable for progress;

1.3.2.4 Express the logical progression of the work;

1.3.2.5 Be suitable for critical path and dependency networking;

1.3.2.6 Be continuous from start to finish;

1.3.2.7 Generally be of a single “trade” or work content;

1.3.2.8 The sum total of all activities shall equate the work under the Contract.

1.3.3 Logic and Sequencing

The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

1.3.3.1 Duration of each activity;

1.3.3.2 Early start, early finish and total float of each activity;

1.3.3.3 Activities that lie on the critical path(s) as determined by the network;

1.3.3.4 Precedence relationships (logic) between activities;

1.3.3.5 Dates for submissions to the Employer of documents requiring review;

1.3.3.6 Subcontractor tendering, award and mobilisation processes;

1.3.3.7 Activities to be completed by others which may affect the timely completion of the Works including;

1.3.3.8 Issue of information, materials or equipment for use or incorporation in work;

1.3.3.9 Activities, dependent upon any other contractor engaged by the Employer; or

1.3.3.10 Review time for required documentation such as specifications, drawings, procedures and calculations.

1.3.3.11 Tie in activities to existing services and utilities;

1.3.3.12 Statutory approval dates;

1.3.3.13 Date for access to the Site;

1.3.3.14 Date for access to follow-on contractors;

1.3.3.15 Date for Key Events and Milestones;

1.3.3.16 Date for Practical Completion of the Works or each Separable Portion;

1.3.3.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;

1.3.3.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;

1.3.3.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

1.3.3.20 Off Site and on Site activities shall be clear and identifiable;

1.3.3.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

1.3.4 Equipment allocation

1.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities

1.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

1.3.5 Construction Programme Commodities

1.3.5.1 The Construction Programme site activities shall be loaded with applicable commodity quantities.

1.3.5.2 The Employer utilises the following commodities;

1.3.5.2.1 Concrete (m^3)

1.3.5.2.2 Mechanical Equipment (t)

1.3.5.2.3 Platework (t)

1.3.5.2.4 Structural Steel (t)

1.3.5.2.5 Pipework (m) & Diameter Inch's (Inch)

1.3.5.2.6 Electrical and Communication Cables (m)

1.3.5.2.7 Electrical & Instrumentation Terminations (Qty)

1.3.6 Approval of Construction Programme

1.3.6.1 The Contractor shall submit the proposed baseline Construction Programme including a native (soft copy) copy of the programme.

1.3.6.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

1.3.7 Revisions to the Construction Programme

1.3.7.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

1.3.7.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

1.3.7.3 A variation is issued which affects the Construction Programme;

1.3.7.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

1.3.7.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

1.3.7.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.

1.3.7.7 The Contractor shall address identified deviations from the Construction Programme by either:

1.3.7.8 Demonstrating that the deviation does not constitute a delay; or

1.3.7.9 Providing a course of action to remedy the deviation.

1.3.7.10 The revised Construction Programme shall clearly indicate the following:

1.3.7.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and

1.3.7.12 The revision number and date of issue of the revised Construction Programme.

1.3.7.13 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.

1.3.7.14 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

1.3.7.15 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

1.3.8 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

1.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

1.4.1 Progress Reporting

1.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;

1.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:

1.4.1.2.1 The Construction Programme "baseline" activity bar.

1.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.

1.4.1.3 Deviations from the 'baseline' Construction Programme will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.

1.4.1.4 Overall Schedule.

1.4.2 Progress Monitoring and Corrective Action

1.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

1.4.2.1.1 Percentage complete;

1.4.2.1.2 Forecast completion date;

1.4.2.1.3 Deviations from the baseline programme; and

1.4.2.1.4 Actions required remedying any deviations.

1.4.2.2 Progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative.

1.4.3 Monthly Status Report (Planning Aspects Only)

1.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.

1.4.3.2 The report shall include but not be limited too:

1.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

1.4.3.2.2 Progress against the approved Construction Programme;

1.4.3.2.3 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;

1.4.3.2.4 Status of approvals;

1.4.3.2.5 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;

1.4.3.2.6 Summary of work activities planned for the following period;

1.4.3.2.7 Cash flow status versus the original forecast and;

1.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

2. CIDB Grading 4-6

2.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

2.2 General

2.2.1 The Contractor shall comply with the requirements of this Attachment.

2.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

2.2.2.1 Standard Schedule Layout

2.2.2.2 S-Curve

2.3 Planning and Construction Programme

2.3.1 Submission

2.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

2.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

2.3.1.3 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

2.3.1.4 Be an activity of work, not a piece of equipment;

2.3.1.5 Be readily measurable for progress;

2.3.1.6 Express the logical progression of the work;

2.3.1.7 Be suitable for critical path and dependency networking;

2.3.1.8 Be continuous from start to finish;

2.3.1.9 Generally be of a single “trade” or work content;

2.3.1.10 Be fully resourced; and

2.3.1.11 The sum total of all activities shall equate the work under the Contract.

2.3.2 Logic and Sequencing

2.2.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

2.3.2.1 Duration of each activity;

2.3.2.2 Early start, early finish and total float of each activity;

2.3.2.3 Activities that lie on the critical path(s) as determined by the network;

2.3.2.4 Precedence relationships (logic) between activities;

2.3.2.5 Dates for submissions to the Employer of documents requiring review;

2.3.2.6 Subcontractor tendering, award and mobilisation processes;

2.3.2.7 Activities to be completed by others which may affect the timely completion of the Works including;

2.3.2.8 Issue of information, materials or equipment for use or incorporation in work;

2.3.2.9 Activities, dependent upon any other contractor engaged by the Employer; or

2.3.2.10 Review time for required documentation such as specifications, drawings, procedures and calculations.

2.3.2.11 Tie in activities to existing services and utilities;

2.3.2.12 Statutory approval dates;

2.3.2.13 Date for access to the Site;

2.3.2.14 Date for access to follow-on contractors;

2.3.2.15 Date for Key Events and Milestones;

2.3.2.16 Date for Practical Completion of the Works or each Separable Portion;

2.3.2.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities

2.3.2.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities

2.3.2.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

2.3.2.20 Off Site and on Site activities shall be clear and identifiable;

2.3.2.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

2.3.3 Man-hour allocation

2.3.3.1 Scheduled Direct Labour Hours – Per Activity.

For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.

2.3.3.2 Direct Labour Hours – Total.

The total of the direct labour hours per week shall be calculated after activities have been resource levelled.

2.3.3.3 Direct Labour Workforce Histogram

The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

2.3.4 Equipment allocation

2.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities

2.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

2.3.5 Contractor ‘S-Curve’

2.3.5.1 The Contractor shall submit progress S-Curves for the overall Contract

2.3.5.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

2.3.5.3 The S-Curves shall be presented using the approved templates provided by the Employer.

2.3.5.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the monetary value of the phase.

2.3.5.5 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

2.3.6 Construction Programme Commodities

The Construction Programme site activities shall be loaded with applicable commodity quantities. Offsite fabrication of structural steel, plate work and spooling of pipework shall also be reported.

2.3.6.1 The Employer utilises the following commodities;

2.3.6.1.1 Concrete (m^3)

2.3.6.1.2 Mechanical Equipment (t)

2.3.6.1.3 Plate work (t)

2.3.6.1.4 Structural Steel (t)

2.3.6.1.5 Pipework (m) & Diameter Inch's (Inch)

2.3.6.1.6 Electrical and Communication Cables (m)

2.3.6.1.7 Electrical & Instrumentation Terminations (Qty)

2.3.6.2 Commodity Curves shall be presented in the same format as the S-Curves.

2.3.7 Approval of Construction Programme

2.3.7.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.

2.3.7.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

2.3.8 Revisions to the Construction Programme

2.3.8.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

2.3.8.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

2.3.8.3 A variation is issued which affects the Construction Programme;

2.3.8.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

2.3.8.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

2.3.8.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.

2.3.8.7 The Contractor shall address identified deviations from the Construction Programme by either:

2.3.8.8 Demonstrating that the deviation does not constitute a delay; or

2.3.8.9 Providing a course of action to remedy the deviation.

2.3.8.10 The revised Construction Programme shall clearly indicate the following:

2.3.8.10.1 The differences between the revised Construction Programme and the previously approved Construction Programme; and

2.3.8.10.2 The revision number and date of issue of the revised Construction Programme.

2.3.8.11 The revised Construction Programme shall be accompanied by a revised S-Curve

2.3.8.12 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.

2.3.8.13 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

2.3.9 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

2.3.10 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

2.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

2.4.1 Progress Reporting

2.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;

2.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:

2.4.1.2.1 The Construction Programme “baseline” activity bar.

2.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.

2.4.1.3 The progress ‘S-Curves’;

2.4.1.4 Deviations from the ‘baseline’ Construction Programme together with the ‘S-Curves’ will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.

2.4.1.5 Overall Schedule.

2.4.1.6 2 week look ahead Schedule.

2.4.2 Progress Monitoring and Corrective Action

2.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

2.4.2.1.1 Percentage complete;

2.4.2.1.2 Forecast completion date;

2.4.2.1.3 Deviations from the baseline programme; and

2.4.2.1.4 Actions required remedying any deviations.

2.4.2.2 Weekly progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer’s Representative. The Contractor’s Weekly Progress Report will be used as the discussion tool for the weekly progress meeting.

2.4.3 Monthly Status Report (Planning Aspects Only)

2.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.

2.4.3.2 The report shall include but not be limited too:

2.4.3.3 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

2.4.3.4 Progress against the approved Construction Programme;

2.4.3.5 Summary of progress achieved during the period using progress 'S-Curves';

2.4.3.6 List of milestones achieved during the period;

2.4.3.7 Status of design, procurement, off-site works, and construction;

2.4.3.8 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;

2.4.3.9 Status of approvals;

2.4.3.10 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;

2.4.3.11 Summary of work activities planned for the following period;

2.4.3.12 Cash flow status versus the original forecast;

2.4.3.13 The Progress Report shall be submitted for review prior to the monthly progress meetings.

3. CIDB Grading 7-9

3.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system.

3.2 General

3.2.1 The Contractor shall comply with the requirements of this Attachment.

3.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

3.2.3 Standard Schedule Layout

3.2.4 S-Curve

3.3 Planning and Construction Programme

3.3.1 Submission

3.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

3.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

3.3.2 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

3.3.2.1 Be at level 4;

3.3.2.2 Be an activity of work, not a piece of equipment;

3.3.2.3 Be readily measurable for progress;

3.3.2.4 Express the logical progression of the work;

3.3.2.5 Be suitable for critical path and dependency networking;

3.3.2.6 Be continuous from start to finish;

3.3.2.7 Be located in a single geographical area;

3.3.2.8 Generally be of a single “trade” or work content;

3.3.2.9 Be compatible with quality assurance plans;

3.3.2.10 Be fully resourced; and

3.3.2.11 Be capable of producing commodity based reports

3.3.2.12 The sum total of all activities shall equate the work under the Contract.

3.3.3 Logic and Sequencing

3.3.3.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

3.3.3.1.1 Duration of each activity;

3.3.3.1.2 Early start, early finish and total float of each activity;

3.3.3.1.3 Activities that lie on the critical path(s) as determined by the network;

3.3.3.1.4 Precedence relationships (logic) between activities;

3.3.3.1.5 Subcontractor tendering, award and mobilisation processes;

3.3.3.1.6 Activities to be completed by others which may affect the timely completion of the Works including;

3.3.3.1.7 Activities, dependent upon any other contractor engaged by the Employer; or

3.3.3.1.8 Review time for required documentation such as specifications, drawings, procedures and calculations.

3.3.3.2 Tie in activities to existing services and utilities;

3.3.3.3 Statutory approval dates;

3.3.3.4 Date for access to the Site;

3.3.3.5 Date for access to follow-on contractors;

3.3.3.6 Date for Key Events and Milestones;

3.3.3.7 Date for Practical Completion of the Works or each Separable Portion;

3.3.3.8 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities;

3.3.3.9 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

3.3.3.10 Off Site and on Site activities shall be clear and identifiable;

3.3.3.11 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

3.3.4 Construction Programme Resources

3.3.4.1 The Contractor shall submit histograms showing the direct labour required to complete the work under the Contract based on the approved Construction Programme.

3.3.4.2 The histograms shall be prepared from the schedule.

3.3.4.3 Equipment requirements / utilisation bar charts shall be submitted to the Employer for all Site plant and mobile equipment required to complete the work under the Contract.

3.3.5 Man-hour allocation

3.3.5.1 Scheduled Direct Labour Hours – Per Activity.

3.3.5.2 For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.

3.3.5.3 Direct Labour Hours – Total.

3.3.5.4 The total of the direct labour hours per week shall be calculated after activities have been resource levelled.

3.3.5.5 Direct Labour Workforce Histogram

3.3.5.6 The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

3.3.6 Equipment allocation

3.3.6.1 Special tools and mobile equipment shall be assigned to their respective activities

3.3.6.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

3.3.7 Contractor ‘S-Curve’

3.3.7.1 The Contractor shall submit progress S-Curves for the overall Contract and each of the phases of the Contract.

3.3.7.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

3.3.7.3 The S-Curves shall be presented using the approved templates provided by the Employer.

3.3.7.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the dollar value of the phase.

3.3.7.5 All S-Curves shall be developed using the 'Earned Value Method'. This method applies a weighted value (WV) to all measurable components of the Works.

3.3.7.6 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

3.3.8 Construction Programme Commodities

3.3.8.1 The Construction Programme site activities shall be loaded with applicable commodity quantities. Commodity curves shall be produced for forecast installation and actual installation quantities from this data. Offsite fabrication of structural steel, platework and spooling of pipework shall also be reported.

3.3.8.2 The Employer utilises the following commodities;

3.3.8.2.1 Concrete (m^3)

3.3.8.2.2 Mechanical Equipment (t)

3.3.8.2.3 Plate work (t)

3.3.8.2.4 Structural Steel (t)

3.3.8.2.5 Pipework (m) & Diameter Inch's (Inch)

3.3.8.2.6 Electrical and Communication Cables (m)

3.3.8.2.7 Electrical & Instrumentation Terminations (Qty)

3.3.8.3 Commodity Curves shall be presented in the same format as the S-Curves.

3.3.9 Approval of Construction Programme

3.3.9.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.

3.3.9.2 Provided the Construction Programme is in accordance with this Attachment 10, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

3.3.10 Revisions to the Construction Programme

3.3.10.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

3.3.10.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

3.3.10.3 A variation is issued which affects the Construction Programme;

3.3.10.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

3.3.10.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

3.3.10.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.

3.3.10.7 The Contractor shall address identified deviations from the Construction Programme by either:

3.3.10.8 Demonstrating that the deviation does not constitute a delay; or

3.3.10.9 Providing a course of action to remedy the deviation.

3.3.10.10 The revised Construction Programme shall clearly indicate the following:

3.3.10.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and

3.3.10.12 The revision number and date of issue of the revised Construction Programme.

3.3.10.13 The revised Construction Programme shall be accompanied by a revised manning histogram and S-Curve with an additional data line called 'reforecast planned progress'.

3.3.10.14 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.

3.3.10.15 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

3.3.11 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

3.3.12 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

3.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

3.4.1 Progress Reporting

3.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;

3.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:

3.4.1.2.1 The Construction Programme "baseline" activity bar.

3.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.

3.4.1.3 The progress 'S-Curves';

3.4.1.4 Direct Manning Histograms;

3.4.1.5 Deviations from the 'baseline' Construction Programme together with the 'S-Curves' will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.

3.4.1.6 Overall Schedule.

3.4.1.7 2 week look ahead Schedule.

3.4.2 Progress Monitoring and Corrective Action

3.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

3.4.2.1.1 Percentage complete;

3.4.2.1.2 Forecast completion date;

3.4.2.1.3 Manning histograms showing actual and forecast versus baseline figures;

3.4.2.1.4 Deviations from the baseline programme; and

3.4.2.1.5 Actions required remedying any deviations.

3.4.2.2 Progress reviews shall be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative. The Contractor's Progress Report will be used as the discussion tool for the progress meeting.

3.4.3 Monthly Status Report (Planning Aspects Only)

3.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.

3.4.3.2 The report shall include but not be limited too:

3.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

3.4.3.2.2 Progress against the approved Construction Programme;

3.4.3.2.3 Summary of progress achieved during the period using progress 'S-Curves' for each of the PCS elements;

3.4.3.2.4 List of milestones achieved during the period;

3.4.3.2.5 Status of construction;

3.4.3.2.6 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;

3.4.3.2.7 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;

3.4.3.2.8 Summary of work activities planned for the following period;

3.4.3.2.9 Cash flow status versus the original forecast;

3.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

C3.9.1 CIDB'S STANDARD FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS (APRIL 2023)

Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID AFRIKA

Vol. 694 28 April April 2023 No. 48491

ISSN 1682-5845

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes

9 771682 584003

AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE:

THE GOVERNMENT PRINTING WORKS WILL NOT BE HELD RESPONSIBLE FOR ANY ERRORS THAT MIGHT OCCUR DUE TO THE SUBMISSION OF INCOMPLETE / INCORRECT / ILLEGIBLE COPY.

NO FUTURE QUERIES WILL BE HANDLED IN CONNECTION WITH THE ABOVE.

Contents

No.		Gazette No.	Page No.
GENERAL NOTICES • ALGEMENE KENNISGEWINGS			
Public Works and Infrastructure, Department of / Openbare Werke en Infrastruktuur, Departement van			
1779	Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act): Standard for Developing Skills through Infrastructure Contracts: 31 March 2023	48491	3

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

GENERAL NOTICE 1779 OF 2023

Construction Industry Development Board

Standard for Developing Skills through Infrastructure Contracts

31 MARCH 2023

In terms of sections 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 promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

a) a part- or full occupational qualification registered on the National Qualification Framework;

b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);

c) a national diploma registered on the National Qualification Framework; and

d) registration in a professional category by one of the professional bodies listed in the standard.

Mr Khulile Nzo
Chairperson: Construction Industry Development Board

Construction Industry Development Board

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

higher education & training
Department:
Higher Education and Training
REBUBLIC OF SOUTH AFRICA

economic development
Economic Development Department
REPUBLIC OF SOUTH AFRICA

Standard for developing skills through infrastructure contracts

(31 MARCH 2023)

Copyright cidb
This document is published by the Construction Industry Development Board.

Version	Date	Comments
1.0	8 August 2013	
2.0	03 July 2020	
3.0	31 March 2023	

Introduction 1

1 Scope 2

2 Terms and definitions 2

3 Requirements 6

3.1 Contract skills development goal (CSDG) 6
3.2 Achieving the contract skills development goal (CSDG) 7
3.3 Contract skills development goal credits 8
3.4 Denial of credits 10

4 Compliance with requirements 10

4.1 General 10
4.2 Structured workplace learning opportunities for learners 11
4.3 Structured workplace learning for candidates 12

5 Records 13

6 Sanctions 13

Annex A: Incorporating this standard in a procurement document 14

A1 General 14
A2 Sanctions 14

Annex B: Role and Function of Skills Development Agency 15

B1 Career Management and Compliance Reporting 15
B2 Employment Intermediary 15

This gazette is also available free online at www.gpwonline.co.za

Introduction

Procurement may be defined as the process which creates, manages and fulfils contracts. Procurement accordingly commences once a need for goods, services or works has been identified and it ends when the goods are received, or the services or construction works are completed. Public procurement can have a significant impact on social and economic development, if it is used to leverage social and development objectives.

The South African government requires that its considerable expenditure on the delivery , maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils. This standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, design and build or engineering and construction works contracts associated with such expenditure. This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

a) a part- or full occupational qualification registered on the National Qualification Framework.

b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);

c) a national diploma registered on the National Qualification Framework; and

d) registration in a professional category by one of the professional bodies listed in Table 1 of this standard.

Contractors are responsible for achieving the contract skills development goals and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subcontractors.

This standard should be applied to;

A contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:

a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or

b) a cidb grading designation of grade 7 or higher, in case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

This Standard will be subject to review every five years, or sooner if required.

This gazette is also available free online at **www.gpwonline.co.za**

Standard for developing skills through infrastructure contracts

1 Scope

This standard establishes a key performance indicator;

a) in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

   (i) a part- or full occupational qualification registered on the National Qualification Framework; or

   (ii) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or

   (iii) a national diploma registered on the National Qualification Framework; or

   (iv) registration in a professional category by a statutory council listed in Table 1.

b) in the delivery, maintenance and operation of infrastructure through the performance of professional service, engineering and construction works, or design and build contracts or an order associated with such a contract and

c) sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE 1: Guidance on the manner in which this standard should be incorporated into procurement documents is provided in Annex A.

NOTE 2: This standard can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

allowance
amount provided for in the contract or an order by the employer relating to one or more of the following:

a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;

b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;

c) provision for price adjustment for inflation; or

d) other budgetary provisions intended to cover the employer's contractual risks

artisan
a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

This gazette is also available free online at www.gpwonline.co.za

black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

candidate
a person who is registered in a category of registration which ultimately leads to registration in a professional category by one of the statutory councils listed in Table 1

cidb
Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

class of construction works
the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004, as amended from time to time

contract amount
financial value of the contract at the time of the award of the contract or an order at the time of issue, including value added tax but excluding all allowances and expenses

contract skills development credits
the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period

contract skills development goal (CSDG)
the number of hours or head count of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order, up to:

a) completion, in the case of a professional service contract;
b) the end of the service period, in the case of a service contract; and
c) practical completion, in the case of an engineering and construction works contract

contractor
person or organization that contracts to provide professional services, goods and related services, or engineering and construction works

design and build contract
engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor

employed learner
a learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner, albeit their employer remaining unchanged.

employer
person or organization entering into a contract with the contractor for the provision of professional services, goods and related services, engineering and construction works (commonly referred to as the client)

employer's representative
person authorized to represent the employer in terms of the contract

engineering and construction works contract
contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

This gazette is also available free online at **www.gpwonline.co.za**

expenses
costs incurred by the contractor in the performance of the contract or order, which are in terms of the contract recoverable from the employer

framework agreement
agreement between an employer and one or more contractors, the purpose of which is to establish the terms of the governing orders to be awarded during a given period, with regard to price and, where appropriate, the quantity envisaged

mentor
a qualified and experienced person, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

occupational qualification
occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)

order
the instruction to carry out construction works, services or professional services under a framework agreement

part qualification
an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

practical completion
the state of completion at the end of construction required in terms of an engineering and construction works contract

NOTE: Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in an engineering and construction works contract occurs when:

a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works have been completed in accordance with the contract except for minor outstanding works and defects which will not substantially affect the use of the works for their intended purpose.
c) GCC 2010: the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended.
e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract.
f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

professional category
a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this standard

This gazette is also available free online at www.gpwonline.co.za

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural Scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

professional fees
financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses

professional service contract
contract for the provision of services with the skill and care normally delivered by professionals

Sector Education and Training Authority (SETA)
an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

service contract
contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

site
means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

skills development agency (SDA)
an agency which performs some or all the functions set out in section 4.1.5.

statutory council
a council established as follows:

a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);

This gazette is also available free online at **www.gpwonline.co.za**

c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984);
g) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002);
h) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or
i) South African Council for the Property Valuers Profession, established by the Property Valuers Profession Act (Act No. 47 of 2000)

structured mentorship
mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional registration

structured workplace learning
component of learning in an occupational qualification or work placement for a trade or professional designation whereby a learner is mentored by a suitably qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council

Sub-total
financial value of the all the items in the Bills of Quantities or Schedule of Rates or Pricing Schedule, excluding value added tax, allowances and expenses

supervisor
a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

Tender sum
the overall pricing figure proposed by a tendering contractor in accordance with the tender pricing document

unemployed learner
a learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998)

work integrated learning
the workplace learning component required by learners completing a national diploma or bachelor degree at a University of Technology or Comprehensive University

3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

This gazette is also available free online at www.gpwonline.co.za

3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts , design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the sub-total multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations, issued in terms of the Construction Industry Development Board Act of 2000.

Table 2: Contract 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 or GB	Civil engineering or General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.50
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The sub-total of the tender sum for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is R65,7m x 0.5% = R328 500.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

3.1.3 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.2 Achieving the contract skills development goal (CSDG)

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

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

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 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;

This gazette is also available free online at **www.gpwonline.co.za**

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

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

3.3.2 In the case of engineering and construction works, design and build and services contracts:

a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
b) The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in Annex B

This gazette is also available free online at www.gpwonline.co.za

Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:
i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner
ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator, the contractor may pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
iii) The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

Example 3: Training Target Calculation for a R65,7m GB contract

Sub-total	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,5% x R65 700 000
	R328 500

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 4: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 00	R246 00
Total	2			R338 000

3.3.3 Credits towards the contract skills development goal for professional services contracts shall be granted by summating the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

This gazette is also available free online at **www.gpwonline.co.za**

3.3.3.1 No more than 45 hours may be claimed per week for any individual.

3.3.3.2 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

3.4 Denial of credits

Credits towards the contract skills development goal shall be denied, should:

a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;

b) there be a failure to register all beneficiaries of the Standard with the cidb SDA;

c) there be a failure to submit a copy of the final contract compliance training report, within 30 days of practical completion;

d) the following not be provided:

1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;

2) the required mentorship plan for a candidate;

3) the required training plan for learners;

4) the training reports covering a period;

5) the required records, specified documents and signatures;

6) the structured mentorship in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;

7) the structured workplace learning, in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;

e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and

f) the contractor not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits .

g) the contractor claims credits for learners enrolled as beneficiaries on programme that is funded or subsidised from another source.

h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment , when they have had sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall:

a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged;

This gazette is also available free online at www.gpwonline.co.za

b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and

c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

a) the name and contact details of the SDA, (where applicable)

b) the skills mix and skills types achieved on the contract; and

c) the names, Identity numbers and period of employment of each beneficiary.

4.1.3 The contractor shall keep records of the hours worked and registration particulars in compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA and the contractor may enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice, participating in the implementation of this standard, enabling such contractor to:

a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;

b) register learners with the appropriate Sector Education and Training Authority, established in terms of the Skills Development Act of 2008 (Act 37 of 2008);

c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;

d) liaise with the supervisor to monitor onsite training progress of learners;

e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and

f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Supervision associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience.

This gazette is also available free online at **www.gpwonline.co.za**

The number of artisan learners supervised by a single supervisor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline and having a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall, within one month of commencing work directly related to the contract or order and in respect of each learner, submit to the employer's representative,

a) a workplace training plan together with name of the learner's mentor and/or supervisor.

b) proof of registration as a learner with the relevant SETA where applicable;

c) a copy of the mentorship agreement entered into with the learner, or the company mentorship agreement entered into with the relevant qualified agency for method 3 and method 4; and

d) shall, within two weeks of updating and revising the workplace training plan, and at the end of the structured mentorship period, submit to the employer's representative;

(i) a quarterly progress report,

(ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.2.6 Learners shall, whenever a substantial activity or training period has been completed, be required by the supervisor to complete training reports required by the relevant qualifying authority.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards qualification.

4.3 Structured workplace learning for candidates

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;

b) identify a suitable mentor for the candidate. If the contractor does not have an in-house mentor, the contractor shall enter into a mentoring agreement with the candidate and with an external company as required by the professional body or statutory council; and

c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor shall, where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards

This gazette is also available free online at www.gpwonline.co.za

assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall, in respect of each candidate and within one month of commencing work directly related to the contract or order, submit to the employer's representative,:

a) a workplace training plan, together with name of the candidates' mentor and supervisor;

b) proof of registration, as a candidate, with the relevant professional body or statutory council;

c) a register of all beneficiaries of the Standard, enrolled with the cidb SDA;

d) a copy of the mentorship agreement entered into with the candidate, or the company mentorship agreement entered into with a professional body or statutory council and

e) shall, within two weeks of updating a workplace training plan and at the end of the structured mentorship period, submit to the employer's representative;

(i) quarterly progress reports,
(ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.

4.3.6 The mentor and supervisor shall, in the event of the contract ending, sign off all reports and logbooks to allow the candidate to move to other projects or employment .

5 Records

5.1 The contractor shall, in a timely manner and where a prescribed format is available, submit all the documentation required in terms of clause 4.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 To satisfy the contract skills development goal, the contractor shall upon termination of the opportunities provided, certify the quantum and nature of the opportunity and shall submit the certificate, counter-certified, issued by the relevant individual to the employer's representative, for record-keeping purposes.

6 Sanctions

In the event that the contractor fails to provide a reasonable explanation to the employer for any failure to achieve the contract skills development goal, the sanctions as provided in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and

b) the issuing of completion certificates only after the certificates described in clause 5 are received.

This gazette is also available free online at **www.gpwonline.co.za**

Annex A: Incorporating this standard in a procurement document

(Informative)

A1 General

A1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts

NOTE: Depending on the context and the form of contract adopted , the term contractor may be changed to "consultant" or "prof essional service provider" or "supplier" and the term "perf ormance of the contract" may, where the scope of work forms part of an order, be replaced with "execution of an order",.

A1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with structured workplace learning opportunities, in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified number of employees of the state is ..... The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

A2 Sanctions

In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal , the sanctions as agreed in the contract shall apply.

This gazette is also available free online at www.gpwonline.co.za

Annex B: Role and Function of Skills Development Agency

(Informative)

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provides direct employment to unemployed learners, or enrols their own employees for CSDG compliance, the contractor shall register them with the cidb SDA.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 Career Management and Compliance Reporting

The contractor may enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) liaising with the supervisor to monitor onsite training progress of learners;
d) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
e) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B2 Employment Intermediary

The cidb SDA may act as an employment intermediary for unemployed learners and may provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, etc.

In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

This gazette is also available free online at **www.gpwonline.co.za**

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Contact Centre Tel: 012-748 6200. eMail: info.egazette@gpw.gov.za
Publications: Tel: (012) 748 6053, 748 6061, 748 6065

This gazette is also available free online at www.gpwonline.co.za

C3.9.2 CIDB'S STANDARD FOR INDIRECT TARGETING FOR ENTERPRISE DEVELOPMENT THROUGH CONSTRUCTION WORKS CONTRACTS (FEBRUARY 2013)



Government Gazette
Staatskoerant

REPUBLIC OF SOUTH AFRICA
REPUBLIEK VAN SUID-AFRIKA

Vol. 572 Pretoria, 25 February / Februarie 2013 No. 36190

N.B. The Government Printing Works will not be held responsible for the quality of "Hard Copies" or "Electronic Files" submitted for publication purposes





AIDS HELPLINE: 0800-0123-22 Prevention is the cure

IMPORTANT NOTICE

The Government Printing Works will not be held responsible for faxed documents not received due to errors on the fax machine or faxes received which are unclear or incomplete. Please be advised that an "OK" slip, received from a fax machine, will not be accepted as proof that documents were received by the GPW for printing. If documents are faxed to the GPW it will be the sender's responsibility to phone and confirm that the documents were received in good order.

Furthermore the Government Printing Works will also not be held responsible for cancellations and amendments which have not been done on original documents received from clients.

CONTENTS • INHOUD

No.		*Page No.*	*Gazette No.*
	BOARD NOTICES		
20	Construction Industry Development Board Act (38/2000): Standard for Contractor Performance Reports for use on Construction Works Contracts (Grades 2 to 9).....	3	36190
21	do.: Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts.....	19	36190

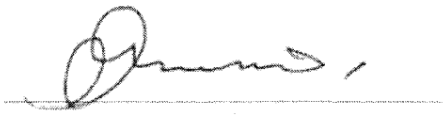
BOARD NOTICE 21 OF 2013

Construction Industry Development Board

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts

29 January 2013

In terms of sections 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 promote best practice Standards. This best practice Standard for Indirect Targeting for Enterprises Development through Construction Works Contracts establishes a key performance indicator in the form of a contract participation goal (CPG) relating to the engagement of targeted enterprises on a contract for the provision of construction works coupled to the enterprise development.



Bafana Ndendwa
Chairperson: Construction Industry Development Board

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts

(29 January 2013)

cidb
development through partnership

Construction Industry Development Board
Pretoria
Tel: 012 343 7136 or 012 481 9030
Fax: 012 343 7153
E-mail: cidb@cidb.org.za

Standard for Indirect Targeting for Enterprises Development through Construction Works Contracts

Foreword 1
1 Scope 1
2 Terms and Definitions 1
3 Requirements 3
3.1 Contract Participation Goal (CPG) 3
3.2 Enterprise Development Support 3
3.3 Reports after Practical Completion 4
4 Sanctions 4
Annex A: Targeted Enterprise Declaration Affidavits 6

Standard for Indirect Targeting for Enterprises Development through Construction Works Contracts

Foreword

The cidb Act (Act 38 of 2000) requires that the Board must establish a *Best Practice Project Assessment Scheme* based on the best practices identified by the Board. All construction contracts above a prescribed tender value will then be subject to an assessment of compliance with best practice standards and guidelines published by the Board.

The aim of this best practice *Standard for Indirect Targeting for Enterprise Development* is to promote enterprise development by providing for a minimum contract participation goal (CPG) of 5% of the total project value 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.

Private and public sector employees are encouraged to adopt this Standard. However, notwithstanding this, it is the cidb's intent that in terms of the cidb Act and as prescribed by the Minister of Public Works, this Standard will become a mandatory requirement on public sector contracts.

Furthermore, it is the cidb's intent to increase the minimum CPG of 5% to at least 10% over a three year period. This incremental phasing-in of the CPG will provide clients and contractors the time required to gain experience with this Standard, and to introduce the necessary changes into the nature and structure of construction contracts to accommodate a CPG of 10% or higher.

This cidb *Standard for Indirect Targeting for Enterprise Development* is aligned to the enterprise development components within the construction sector Codes of Practice for Broad Based Black Economic Empowerment.

1 Scope

This standard establishes a key performance indicator in the form of a contract participation goal (CPG) relating to the engagement of targeted enterprises on a contract for the provision of construction works coupled to the enterprise development.

This standard sets out the methods by which the key performance indicator is measured, quantified and verified in the performance of the contract.

2 Terms and Definitions

For the purposes of this document, the following definitions apply:

black people: natural person who are African, Coloured, Indian or Chinese and who are a citizen of the Republic of South Africa:

a) by birth or decent; or
b) naturalisation occurring before the commencement date of the constitution of the Republic of South Africa Act of 1993 or occurring after the commencement date of such Act, but who, without the Apartheid policy would have qualified for naturalisation before then.

class of construction works: the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000).

Construction Industry Development Board (CIDB): the board established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000).

construction works: the provision of a combination of goods and services arranged for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling or demolition of a fixed asset including building and engineering infrastructure.

contract amount: financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor.

contract participation goal (CPG): the value of goods, services and works for which the contractor contracts targeted enterprises exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor, expressed as a percentage of the contract amount.

contractor: person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract.

developed enterprise: an enterprise which:

a) in the case of a single enterprise operating as the main contractor, must be registered in a CIDB Grade 7 or higher in the General Building (GB) or Civil Engineering (CE) Classes of Works, and must be accountable for providing the enterprise development support; or
b) in the case of a JV agreement, at least one JV partner must be registered in a CIDB Grade 7 or higher in the General Building (GB) or Civil Engineering (CE) Classes of Works, and must be accountable for providing the enterprise development support.

employer: person or organization entering into the contract with the contractor for the provision of goods, services, or engineering and construction works.

employer's representative: person authorized to represent the employer and named as such in the contract data.

fifty percent black owned: an enterprise in which black people:

c) hold more than 50% of the voting rights that are not subject to any limitation; and
d) hold more than 50% of the economic interest.

joint venture: grouping of two or more contractors acting as one legal entity, where each is liable for the actions of the other.

main contractor: contractor who contracts with the employer for the provision of construction works, and who may subcontract part of this contract.

practical completion: the state of completion at the end of construction required in terms of the contract.

NOTE Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in a construction works contract occur when:

a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works has substantially been reached and can be used for the purpose intended.
c) GCC 2010: "Practical Completion" means the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding
d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended
e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract
f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

targeted enterprise: an enterprise which:

a) is a contractor registered with the Construction Industry Development Board acting in the capacity of a sub-contractor or JV partner; and
b) the contractor does not have an equity holding exceeding 20% in the enterprise, either directly or through a flow through calculation in accordance with the Construction Sector Code of Good Practice published in General Notice 862 of 2009 in Government Gazette No 32305 of 2009 in terms of the Board Based Black Economic Empowerment Act of 2003 (Act 53 of 2003); and
c) employs at least three permanent employees other than the owner; and
d) be registered in terms of the Company's Act of 2008 (Act No. 71 of 2008) or Close Corporation Act of 1984 (Act No. 69 of 1984);
e) is 50% or more black owned or 30% or more black women owned; and
f) has entered into a written relationship agreement of co-operation and assistance with the developed enterprise for the duration of the contract.

thirty percent black woman owned: an enterprise in which black people who are women:

a) hold more than 30% of the voting rights that are not subject to any limitation; and
b) hold more than 30% of the economic interest.

3 Requirements

3.1 Contract Participation Goal (CPG)

3.1.1 The requirements of a contract participation goal applies only to:

a) construction works contracts in the General Building (GB) and to Civil Engineering (CE) classes of construction works;
b) construction works contracts of an estimated minimum project duration of 6 months; and
c) construction works contracts in which at least 25% of the main contract could reasonably be expected to be sub-contracted out in one or more of the following CIDB classes of construction works:

    1) Civil Engineering (CE);
    2) Electrical Engineering Work (EB);
    3) General Building Works (GB); or
    4) Mechanical Engineering (ME).

3.1.2 The contractor shall engage targeted enterprises in the performance of the contract to the extent that at least a five percent (5%) contract participation goal is achieved.

3.1.3 Each targeted enterprise shall complete the targeted enterprise declaration affidavit contained in Annex A and attach to the applicable written relationship agreement of co-operation and assistance.

3.1.4 Credits towards the contract participation goal will be denied in respect of the participation of a targeted enterprise should any of the provisions relating to 3.2 not be satisfied.

3.2 Enterprise Development Support

3.2.1 The contractor shall perform a needs analysis on all targeted enterprises and provide internal mentorship which improves the targeted enterprise's performance in at least two developmental areas. Such developmental areas should be guided by the requirements of the cidb *Best Practice Contractor Recognition Scheme*[1,2] as well as the NCDP exit requirements for accreditation of contractors[3], and may include but are not limited to:

---

[1] cidb (2011). *cidb Best Practice Contractor Recognition Scheme; Requirements and Guidelines for Contractor Competence Assessment* (Draft). Construction Industry Development Board, http://www.cidb.org.za

a) management and labour skills transfer;
b) establishment of administrative systems;
c) establishment of cost control systems;
d) establishment of construction management systems and plans (health and safety, quality and environmental);
e) planning, tendering and programming skills transfer;
f) business skills transfer with emphasis on entrepreneurial and negotiation skills;
g) technical skills transfer with emphasis on innovation;
h) legal compliance;
i) procurement skills transfer;
j) establish credit rating/history;
k) establish financial loan capacity/history; and/or
l) contractual knowledge transfer.

3.2.2 The needs analysis shall be mutually agreed upon between the contractor and the targeted enterprise.

3.2.3 The contractor shall appoint an enterprise development co-ordinator. The enterprise development co-ordinator shall:

a) develop a project specific enterprise development plan to improve the targeted enterprise's performance in the identified developmental areas which allocate resources and monitors progress in relation to improved performance; and
b) submit to the employer's representative a monthly enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprise's performance in the development area, countersigned by the targeted enterprise.

3.3 Reports

3.3.1 Progress reports detailing interim values of the contract participation goal 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.

3.3.2 The contractor shall submit a report in an acceptable format to the employer's representative for acceptance within 15 days of achieving practical completion.

3.3.3 The information contained in the report shall include not only the value of the contract participation goal that was certified in accordance with this standard but also the CIDB registration numbers of each and every targeted enterprise, and the value of the subcontracted works or the participation parameter of the joint venture entered into.

4 Sanctions

In the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract shall apply.

NOTE: The contract establishes the sanctions that apply and are usually in the form of financial penalties, typically formulated on the difference between the contracted contract participation goal and the contract participation goal achieved in the performance of the contract; the rejection of claims for payments as being incomplete should the appropriate supporting documentation not be provided; and the issuing of completion certificates only after the reports described in 3.2 are received.

---

[2] cidb (2011). *cidb Best Practice Contractor Recognition Scheme; Requirements and Guidelines for Construction Management Systems* (Draft). Construction Industry Development Board, http://www.cidb.org.za

[3] cidb (2011). Guidelines for Implementing Contractor Development Programmes. Construction Industry Development Board, http://www.cidb.org.za

Annex A: Targeted Enterprise Declaration Affidavits

TARGETED ENTERPRISE DECLARATION
To be completed for each targeted enterprise

Section A: Employer Information

cidb Employer Number

Employer Name

Section B: Contract Data

cidb Contract Number

Contract Title

Date of Practical Completion Y Y Y Y M M D D

Estimated final value of contract (including VAT, variations and any price adjustment)

R 000.00

Section C: Main Contractor / JV Information

cidb Contractor Registration Number of main / lead contractor

Name of contractor /Joint Venture

If the case of a JV;

Name of developed enterprise (i):

cidb Contractor Registration Number:

Name of developed enterprise (ii):

cidb Contractor Registration Number:

Continued Over

Section D: Targeted Enterprise Information

JV partner ☐ or sub-contractor ☐

cidb Contractor Registration ☐☐☐☐☐☐☐☐

Name of contractor

Contact Person Title ☐☐ Initials ☐☐ Surname

Designation

e-mail

Mobile 0☐☐ - ☐☐☐ - ☐☐☐☐

Office Telephone 0☐☐ - ☐☐☐ - ☐☐☐☐

Number of full time employees other than the owner ☐☐☐

Shareholding by cidb Registered Contractors

Name	cidb registration	Equity (%)

Ownership by Black Persons (Complete for each person)

Name Title ☐☐ Initials ☐☐ Surname

ID or Passport

e-mail

Citizenship

by birth ☐ or by decent ☐ or by naturalisation ☐

year of naturalisation YYYY

Name Title ☐☐ Initials ☐☐ Surname

ID or Passport

e-mail

Citizenship

by birth ☐ or by decent ☐ or by naturalisation ☐

year of naturalisation YYYY

Name Title ☐☐ Initials ☐☐ Surname

ID or Passport

e-mail

Citizenship

by birth ☐ or by decent ☐ or by naturalisation ☐

year of naturalisation YYYY

Name Title ☐☐ Initials ☐☐ Surname

ID or Passport

e-mail

Citizenship

by birth ☐ or by decent ☐ or by naturalisation ☐

year of naturalisation YYYY

Continued Over

Section E: Agreement of Co-Operation and Assistance

List the areas of development identified (at least two):

Section F: Contract Participation for Targeted Enterprise

a) Estimated final value of contract with targeted enterprise (excluding VAT, including variations and price adjustment)

R 000.00

b) Estimated final value of contract from Section B (excluding VAT, including variations and price adjustment)

R 000.00

Contract participation for targeted enterprise a/b (%)

Section G: Declaration: Enterprise Development Co-ordinator

Name of Co-ordinator Title Initials Surname

Designation

ID / Passport

e-mail

Mobile 0 - - -

Office Telephone 0 - - -

I, the undersigned warrant that:

- I am duly authorised to submit this notice behalf of the Contractor / JV; and
- The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.

Signature

Date completed Y Y Y Y - M M - D D

Continued Over

Section H: Declaration: Targeted Enterprise Representative

Name of Representative Title | Initials | Surname

Designation

ID / Passport

e-mail

Mobile 0 - - -

Office Telephone 0 - - -

I / we agree ☐ disagree ☐ with the Enterprise Development Co-ordinator's asessment of compliance with the Enterprise Development support provided

I / we appeal the assessment by the Enterprise Development Co-ordinator Y N

I, the undersigned warrant that:

- I am duly authorised to submit this notice behalf of the Qualifying Developing Enterprise
- The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct .

Signature

Date completed Y Y Y Y - M M - D D

Section I: Declaration: Employer's Representative

Name of Representative Title | Initials | Surname

Designation

ID / Passport

e-mail

Mobile 0 - - -

Office Telephone 0 - - -

I / we agree ☐ disagree ☐ with the Enterprise Development Co-ordinator's asessment of compliance with the Enterprise Development support provided

I / we appeal the assessment by the Enterprise Development Co-ordinator Y N

I, the undersigned warrant that:

- I am duly authorised to submit this notice behalf of the Employer
- The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.

Signature

Date completed Y Y Y Y - M M - D D

Printed by and obtainable from the Government Printer, Bosman Street, Private Bag X85, Pretoria, 0001
Publications: Tel: (012) 334-4508, 334-4509, 334-4510
Advertisements: Tel: (012) 334-4673, 334-4674, 334-4504
Subscriptions: Tel: (012) 334-4735, 334-4736, 334-4737
Cape Town Branch: Tel: (021) 465-7531

Gedruk deur en verkrygbaar by die Staatsdrukker, Bosmanstraat, Privaatsak X85, Pretoria, 0001
Publikasies: Tel: (012) 334-4508, 334-4509, 334-4510
Advertensies: Tel: (012) 334-4673, 334-4674, 334-4504
Subskripsies: Tel: (012) 334-4735, 334-4736, 334-4737
Kaapstad-tak: Tel: (021) 465-7531

PART C4:

SITE INFORMATION

C4.1 SITE INFORMATION

C4.1 Site Information

The site locality

The contract name for the project is REFURBISHMENTS AND REHABILITATIONS TO SICELOKUHLE SECONDARY SCHOOL IN UTHUKELA DISTRICT, KWAZULU-NATAL

The defined working areas, entrances, site restrictions, etc. will be defined in detail at the Mandatory Briefing Session.

The site of the school is situated at **Sicelokuhle Secondary School** situated at Peace Town, Ladysmith in KwaZulu-Natal, South Africa. **The Co-ordinates to the school are: (28°26'22.08"S; 29°44'28.06"E")**.

Existing premises on site

The Site is close to the residential area and tenderers' must pay attention is drawn to the following specific conditions and requirements:

- Dust Control;
- Noise suppression;
- Hoarding off of work areas; and
- Health and Safety of all General Public during construction.