

CONTRACT

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CONTRACT

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.1.1: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

Amount in Words.....

.....

.....

R...... (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (of person authorised to sign the tender)

Name: (of signatory in capitals)

Capacity: (of signatory)

Name of Tenderer: (organisation)

Address:

.....

Telephone number: **E-mail:**

Witness:

Signature:

Name: (in capitals)

Date:

[Failure of a Tenderer to sign this form will invalidate the tender]

***NOTE:** Part C1.1 in its entirety must form part of the electronic submission.

This form is to be completed by the Employer only

C1.1.2: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer, identified below, accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract, that is the subject of this Agreement.

The terms of the contract are contained in

- Part C1 Agreements and Contract Data (which includes this Agreement)
- Part C2 Pricing Data
- Part C3 Scope of Work
- Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer: *(organisation)*

Address:

.....

Witness: Signature: **Name:** *(in capitals)*

Date:

This form is to be completed by the Employer and the successful tenderer only, upon acceptance of the successful tenderer's offer

C1.1.3: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

- 1 Subject:**
Details:
.....
- 2 Subject:**
Details:
.....
- 3 Subject:**
Details:
.....
- 4 Subject:**
Details:
.....
- 5 Subject:**
Details:
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as

any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER:

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*
.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the 'General Conditions of Contract for Construction Works, Third Edition (2015)', issued by the South African Institution of Civil Engineering (abbreviated title: 'GCC 2015').

It is agreed that the only variations from the GCC 2015 are those set out hereafter under "C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT".

C1.2.1.2 SPECIAL CONDITIONS OF CONTRACT

C1.2.1.2.1 GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the GCC 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions of Contract hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the GCC 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the GCC 2015, and an appropriate heading.

C1.2.1.2.2 AMENDMENTS TO THE GCC 2015

SCC 1.1 Definitions

SCC 1.1.1.14: *delete* "Commencement Date" *in the definition and substitute* "date of commencement of the Works".

Add the following to the end of Clause 1.1:

"SCC 1.1.1.35 "Construction Manager" means the person approved of in writing by the Employer's Agent, as the Contractor's representative on Site.

SCC 1.1.1.36 "Targeted Enterprise" means an enterprise as defined in PART F: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work.

SCC 1.1.1.37 "Targeted Labour" means labour as defined in PART F: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work."

SCC 4.1.1 Extent of Contractor's obligations

Add the following new paragraphs to the end of Clause 4.1.1:

"If the Contractor fails to achieve the monetary value of the contract participation goal stated in the Contract Data for local labour content in terms of PART E: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Work as a penalty for such underachievement.

If the Contractor fails to achieve the monetary value of the contract participation goal stated in the Contract Data for contract participation by Targeted Enterprises in terms of PART F: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope of Work

as a penalty for such underachievement.”

SCC 4.4.2 Subcontractor to be approved

Add the following to Clause 4.4.2:

“The Contractor shall comply with the subcontracting restrictions stated in the Contract Data.”

SCC 4.10.1 Engagement of employees

Add the following to Clause 4.10.1:

“The contractor shall pay rates and wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out, as stated in the Contract Data.”

SCC 5.3.1 Commencement of the Works

Delete the first sentence of Clause 5.3.1 and substitute the following:

“The Employer’s Agent shall give the Contractor not less than 7 days’ notice of the date of commencement of the Works on which date the Contractor is instructed to commence carrying out the Works, save as may be otherwise provided in the Contract, or be legally or physically impossible. The date of commencement of the Works shall be within the period after the Commencement Date stated in the Contract Data.”

SCC 5.3.3 Time to instruct commencement of the Works

Delete Clause 5.3.3.

SCC 5.14.4 Certification of Completion

Insert the following in the first sentence after the words “has been duly completed,”:

“and the Contractor has submitted the information stated in the Contract Data,”.

SCC 5.14.6 Occupation by the Employer

Add the following to Clause 5.14.6:

“The use of any completed roadway or parts of the Works, whether for unhindered use by the public or for accommodation of traffic, while other parts are being constructed, shall not constitute occupation of the Works by the Employer.”

SCC 6.2.1 Delivery of security

In the last two lines of Clause 6.2.1, delete the words “the type of security for the due performance of the Contract, as selected in the Contract Data” and replace them with the words “a fixed performance guarantee as security for the due performance of the Contract in accordance with the Contract Data Part A: Data Provided by the Employer”.

Delete the entirety of Clause 6.2.2 and replace it with the following:

“SCC 6.2.2 Contractor failing to provide security

If the Contractor fails to provide the required fixed performance guarantee within the time period stated in the Contract Data, or if the performance guarantee shall differ substantially from the pro forma, it shall legally be deemed that the Contractor has selected a security of ten per cent retention of the value of the Works without limiting the Employer’s right to terminate the Contract in terms of Clause 9.2.”

SCC 6.2.3 Validity of performance guarantee

Delete the entirety of the first sentence of Clause 6.2.3 and replace it with the following:

"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion is issued. The performance guarantee shall specify an expire date. If the Contractor has not become entitled to receive the Certificate of Completion of the Works 30 days prior to the expire date of the performance guarantee, the Contractor shall extend the validity of the performance guarantee until he reaches the Works completion"

SCC 6.10.4 Delivery, dissatisfaction with and payment of payment certificate

Delete "within 28 days" in the third sentence and substitute "within 30 days".

SCC 6.10.8 Contractor's completion statement

Delete "within 28 days" in the third sentence and substitute "within 30 days".

SCC 6.10.9 Final Payment Certificate

Delete "within 28 days" in the second sentence and substitute "within 30 days".

SCC 10.1.5 Employer's Agent's ruling on Contractor's Claim

Delete "within 28 days" in the first sentence and in Clause 10.1.5.1, and substitute "within 56 days".

C1.2.2: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
1.	GENERAL
1.1.1.13	The Defects Liability Period is 12 months.
SCC 1.1.1.14	The time for achieving Practical Completion is <u>8 months</u> from the date of commencement of the Works, including non-working days and special non-working days. This duration also includes the procurement of all contracts as part of the Indirect Targeting for Enterprise Development.
1.1.1.26	Pricing Strategy: The Contract is to be a Re-measurement Contract.
1.1.1.15	Name of Employer: Province of KwaZulu-Natal represented by Head of Department: Department of Transport
1.2.1.2	Address of Employer: Physical: Postal: 172 Burger Street Private Bag X 9043 Pietermaritzburg Pietermaritzburg 3201 3200 E-Mail: Anela.Soshebe@kzntransport.gov.za Telephone No: (033) 355 8600 Fax No: (033) 345 7537
1.1.1.16	Name of Employer's Agent: BJ-FC Consulting Engineers (Pty) Ltd
1.2.1.2	Address of Employer's Agent: Physical: Postal: CBI Building, Ground Floor P O Box 37975 635 Peter Mokaba Ridge, Overport Durban Durban 4000 4001 E-mail: admin@bjfc.co.za Telephone No: 031 207 5030 Fax No: N/A
3.	EMPLOYER'S AGENT
3.2.3	The Employer's Agent is required to obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses: SCC 5.3.1: Give the Contractor notice of the commencement date of the Works. 6.3.1: Order any work as a Variation Order. 6.3.1: Order any work which requires the utilisation of the provision for contingencies in the Contract Sum. 6.3.1: Order any work which requires the Contract Price to exceed the Contract Sum. 10.1.5: Ruling on a Contractor's claim.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
4.	CONTRACTOR'S GENERAL OBLIGATIONS
SCC 4.1.1	The contract participation goal for local labour content is <u>10%</u>. The penalty for failing to achieve the monetary value of the above target set by the Employer for local labour content in terms of PART E: Expanded Public Works Programme of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
SCC 4.4.2	The contract participation goal for Targeted Enterprises is <u>30%</u>. The implementation of the Indirect Targeting for Enterprise Development shall be as per PART F: SMALL CONTRACTOR DEVELOPMENT of section C3.3 Particular Specifications in Part C3: Scope of Work and the Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, published in the Government Gazette No. 36190 of 29 January 2013, issued in terms of sections 5(2) of the Construction Industry Development Board Act, 2000(Act no. 38 of 2000). The penalty for failing to achieve the monetary value of the above target set by the Employer for contract participation by Targeted Enterprises in terms of PART F: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work, is 5% of the monetary value by which the achieved monetary value falls short of the target monetary value.
SCC 4.10.1	The Contractor may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Contractor, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. The Contractor and his subcontractors shall be registered with the Bargaining Council for the Civil Engineering Industry and comply with the wage rates and conditions of labour agreed by the Bargaining Council for the Civil Engineering Industry, except where a specific industry publishes its own wage rates and conditions of labour. The wage rates and conditions of labour employed under the Expanded Public Works Programme, shall comply with the Ministerial Determination 4, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.
5.	TIME AND RELATED MATTERS
SCC 5.3.1 and 5.3.2	The date of commencement of the Works shall be within 28 days, or 56 days if a construction work permit is required, after the Commencement Date. The following documentation shall be submitted within <u>14 days</u> of the Commencement Date by the Contractor before commencing to carry out the Works: (i) Health and Safety Plan (refer to Clause 4.3); (ii) Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3); (iii) Proof of registration and good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993) (refer to Clause 4.3);

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	(iv) Initial Programme (refer to Clause 5.6); (v) Security (refer to Clause 6.2); and (vi) Insurance (refer to Clause 8.6); and if the Employer is required to apply for a construction work permit to perform construction work in terms of regulation 3(1) of the Construction Regulations 2014, the following documentation shall also be submitted: (vii) Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)]; (viii) Evidence that the Principal contractor has made adequate provision for the cost of Health and Safety, i.e., bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)]; and (ix) Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, namely, schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)].
5.8.1	The non-working days are Sundays. The special non-working days are: (i) the statutory public holidays in terms of the Public Holidays Act; (ii) the foreseeable election days declared as a statutory public holiday; and (iii) the annual year-end shutdown period as recommended by the Bargaining Council for the Civil Engineering Industry.
5.13.1	The penalty for failing to complete the Works is 0,05% of the Contract Sum per day, up to a maximum limit of twenty-five thousand rand per day (R25 000,00 per day).
5.14.1	The requirements for achieving Practical Completion are as stated in General Conditions of Contract 2015.
SCC 5.14.4	The Contractor shall submit the following: (i) evidence that the local labour has been paid, and that the Targeted Enterprise subcontractors have received all amounts due in terms of their respective subcontract agreements; and (ii) the survey and materials information which the Employer's Agent requires to complete the as-built drawings and records.
5.16.3	The latent defects period is 10 years.
6.	PAYMENT AND RELATED MATTERS
SCC 6.2.1	The security to be provided by the Contractor shall be: Fixed Performance Guarantee of 8% of the first One Million Rand plus 3,5% of the balance of the Contract Sum. If the Contractor provides the performance guarantee after the date specified in the Contract Data, the acceptance of such performance guarantee shall be to the discretion of the Employer, considering the progress of the project at the time of submission of the performance guarantee.
6.5.1.2.3	The percentage allowance to cover overhead charges is 10%.
6.8.2	The value of payment certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following data. The values of the coefficients for calculating the Contract Price Adjustment Factor are:

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
	Compiler to select coefficients and Civil Engineering Material Index according to the work category (Scope of Work) detailed in the Employer's 'Open Tender Document Checklist'. Structures (Schedule B): a = 0,15 b = 0,2 c = 0,55 d = 0,1 "L", "P", "M" and "F" are defined as follows: "L" is the "Labour Index" and shall be the Consumer Price Index for "Geographic Indices > CPI per province > KwaZulu-Natal" as published in Table A of the Statistical Release P0141 of Statistics South Africa. "P" is the "Construction Equipment Index" and shall be the Construction Materials Price Index for "Plant and equipment" as published in Table 4 of the Statistical Release P0151.1 of Statistics South Africa. "M" is the "Materials Index" and shall be the Construction Materials Price Index as published in Table 6 of the Statistical Release P0151.1 of Statistics South Africa for: Structures (Schedule B): "Civil engineering material – structures (excluding bitumen)" "F" is the "Fuel Index" and shall be the Producer Price Index for "Coke, petroleum, chemical, rubber and plastic products > Coal and petroleum products > Diesel" as published in Table 1 of the Statistical Release P0142.1 of Statistics South Africa. The base month is the month preceding the month of tender closure. Any index calculated by means of a linking factor between an old and new index, shall be rounded to one decimal place.
6.8.3	Price adjustments for variations in the cost of bitumen as a special material are allowed. Only the net bitumen content of asphalt and bituminous products shall be subject to variations in cost, and no account shall be taken of transport, emulsifiers, diluents or modifiers that may be supplied ex refinery or added later.
6.10.1.5	The percentage advance on Plant and materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%. The limit of retention money is 5% of the first One Million Rand plus 1,6% of the balance of the Contract Sum excluding contingencies, contract price adjustment, and VAT. A retention guarantee in lieu of a cash retention is permitted.
8.	RISKS AND RELATED MATTERS
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is <u>nil</u>.
8.6.1.1.3	The amount to cover professional fees for repairing or reinstatement of damage to the Works to be included in the insurance sum is <u>nil</u>.
8.6.1.2	Special Risks Insurance issued by SASRIA is required.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
8.6.1.3	The limit of indemnity for liability insurance is <u>R10 000 000,00 (ten million Rand only)</u> for any single liability claim. Liability insurance shall include spread of fire risk.
10.	CLAIMS AND DISPUTES
10.5.2	Disputes shall be referred to ad-hoc adjudication.
10.5.3	The number of Adjudication Board members to be appointed shall be one.
10.8.1	Unresolved disputes shall be determined by court proceedings.
	DATA WITH REFERENCE TO C3.3 PARTICULAR SPECIFICATIONS
PART F	SMALL CONTRACTOR DEVELOPMENT
F2.9	The target area for local labour is Nkandla and Ulundi Local Municipality. The target area for Targeted Enterprises is Nkandla and Ulundi Local Municipality.

C1.2.3: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR						
1.	GENERAL						
1.1.1.9	Name of Contractor:						
1.2.1.2	Address of Contractor:						
	<u>Physical:</u> <u>Postal:</u> 						
6.	PAYMENT AND RELATED MATTERS						
6.8.3	The tenderer shall complete the table below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials for the base month which is the month preceding the month of tender closure, shall exclude VAT but shall include all other obligatory taxes and levies. The tenderer shall append to this page a letter from the supplier confirming the supply price for the net bitumen content of asphalt and bituminous products. A change of supplier due to circumstances beyond the control of the Contractor may be considered, subject to the submission of supporting documentation to the Employer's Agent for valuation to calculate the difference between the rate or price of the special material entered in the table below and the equivalent rate or price actually paid by the Contractor, and for approval. <table border="1"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td>NIL</td><td></td><td>Not Applicable</td></tr> </tbody> </table> Signed on behalf of the Tenderer:	SPECIAL MATERIALS	UNIT	RATE OR PRICE FOR THE BASE MONTH	NIL		Not Applicable
SPECIAL MATERIALS	UNIT	RATE OR PRICE FOR THE BASE MONTH					
NIL		Not Applicable					

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

3. GUARANTOR'S LIABILITY

3.1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by Head of Department: Department of Transport (hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR) of the other part, herein represented by:.....

.....
in his capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO DISTRICT MUNICIPALITY AND ZULULAND DISTRICT MUNICIPALITY UNDER EMPANGENI REGION

for the construction, completion and maintenance of the works;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

C1.5: RETENTION MONEY GUARANTEE

PRO FORMA

RETENTION MONEY GUARANTEE

THE HEAD: TRANSPORT
PROVINCE OF KWAZULU-NATAL
PRIVATE BAG X9043
PIETERMARITZBURG
3200

CONTRACT NO. _____ FOR _____

ISSUED TO: the **PROVINCE OF KWAZULU-NATAL**, represented by **HEAD: TRANSPORT** (hereinafter referred to as "the Employer")

ON BEHALF OF: (hereinafter referred to as "the Contractor")

In connection with

CONTRACT NO. ZNB (hereinafter referred to as "the Contract")

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at

.....
or such other address as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Employer's Agent as such in terms of the Contract.

2. The Employer's Agent's certificate referred to in Clause 1 shall certify

- (a) that he is the Employer's Agent in terms of the Contract,
- (b) that the Contractor is in breach of his obligations under the Contract, and
- (c) that the amount demanded, which amount the certificate shall specify,

- (i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
- (ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due the Contractor in terms of the Contract by reason of the breach referred to, and any amount in retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within 28 days after our receipt of a demand complying with the provisions of Clauses 1 and 2 make payment to the Employer of the amount demanded at 172 Burger Street, Pietermaritzburg or at such other address as the Employer shall in writing notify us.
4. Subject to compliance with the provisions thereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected nor diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R
6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the witnesses named hereunder:

At for and on behalf of

on this day of

Signature:

Capacity:

Address:

As Witnesses:

1. Name in Block Letters ...
2. Name in Block Letters

C1.6: TRANSFER OF RIGHTS

TRANSFER OF RIGHTS AND INDEMNITY

(To be completed during construction by successful Tenderer only)

Claim for Plant and materials on site, Payment Certificate No. Date:

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as

..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the Plant and materials, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of the said Plant and materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said Plant and materials.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the Plant and materials as Plant and materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all Plant and materials listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the Plant and materials as listed in the following table.

DESCRIPTION OF ITEM	UNIT	QUANTITY	RATE	AMOUNT	SUPPLIER
TOTAL VALUE OF PLANT AND MATERIALS					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for Plant and materials on site in terms of Clause 6.10.1.5 of the General Conditions of Contract 2015.

PART C2: PRICING DATA

C2.1 PRICING ASSUMPTIONS

1. GENERAL

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

The contractor shall determine the contract skills participation goals, expressed in Rand, which shall not be less than the **SUB-TOTAL 1** multiplied by a percentage factor given in Table 2 in the Standard for the applicable class of construction works. For this contract, the percentage shall be 0.25%. This is indicated by the percentage factor in the Final Tender Summary section. **Minimum Contract Skills Development Goal (CSDG) sum = Civil Engineering CE (0.25%) x SUB – TOTAL 1** of the tender amount.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. and the Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specifications and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. Item numbers prefixed by the letter PS refer to items of payment described in Part B Amendments to the Standard Specifications.

For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of measurement at which the Tenderer tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Lump Sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere, but the quantity of work of which is not measured in any units.

3. QUANTITIES REFLECTED IN THE BILL OF QUANTITIES

The quantities given in the Bill of Quantities are estimates only and are subject to re-measure during the execution of the work. The quantities finally accepted and certified for payment, and not the quantities given in the Bill of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Bill of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, the Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste. The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted by the Employer in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless so ordered or authorised in writing by the Employer before closure of tenders. Any unauthorised changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities, at the Employer's discretion, may invalidate the Tenderer's offer or may be treated as arithmetical errors and the provisional items and percentages corrected without change to the Contract Sum.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based. The rates and lump sums shall be comprehensive in accordance with Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

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

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

Should the Tenderer group a number of items together and tender one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Amount" column. The provisions of subclause C1.1.3.6 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 shall apply to rate only items. "Rate Only" items have been included where:

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

For "Rate Only" items, no quantities are given in the "Quantity" column, but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall, however, note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as imbalanced.

Reasonable compensation will be received where no pay item appears in respect of work required in terms of the Contract which is not covered in any other pay item.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. Note that fractions of a cent in all rates shall be omitted.

6. CORRECTION OF ENTRIES

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

7. INTERIM PAYMENTS

Unless otherwise specified, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be executed by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

Attention is directed to the provisions of Clause C1.1.2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 regarding the measurement of quantities for payment. Except where specified otherwise, the nett measurements or mass of the finished work in place shall be taken for payment, but any quantity of work in excess of that prescribed shall be excluded.

8. ITEMS SCHEDULED FOR CONSTRUCTION USING LABOUR ENHANCED METHODS

Those parts of the Works to be constructed using labour enhanced methods are numbered with the specific COTO, Draft Standard (DS), October 2020 Specifications items in the Bill of Quantities.

9. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units. The following abbreviations are used in the Bill of Quantities:

mm	= millimetre	m ³ .km	= cubic metre kilometre	Prov sum	= provisional sum
m	= metre	l	= litre	kPa	= kilopascal
km	= kilometre	kl	= kilolitre	MPa	= megapascal
km.pass	= kilometre pass	kg	= kilogram	MN	= meganewton
m ²	= square metre	t	= ton (1 000 kg)	t.km	= ton kilometre
m ² .pass	= square metre pass	No	= number	h	= hour
ha	= hectare	%	= percent	dia	= diameter
m ³	= cubic metre	PC sum	= prime cost sum	Sum	= lump sum
kW	= kilowatt	MN.m	= meganewton metre		

10. CONSISTENCY OF RATES

In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for the item:

C1.3.1 The contractor's general obligations:

C1.3.1.1 Fixed obligations

C1.3.1.2 Value-related obligations

PSC1.3.1.3 Time-related obligations

exceeds a maximum of 15% of the Contract Sum (excluding contingencies, contract price adjustment and VAT).

- (ii) the rate, price or amount tendered for any other item differs by more than 20 (twenty) percent from the average of the rates, prices or amounts for the same item as tendered by those tenderers who submitted the lowest five responsive tender offers (or as tendered by all the responsive tenderers if there are less than five responsive tenderers).

Any such out of balance tender may be rejected if, after three (3) working days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender offer unchanged.

C2.2 BILL OF QUANTITIES

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***NOTE:** Part C2.2 in its entirety must form part of the electronic submission.

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C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount
C1.2	GENERAL REQUIREMENTS AND PROVISIONS				
C1.2.1	Environmental Management:				
C1.2.1.1	Monitoring of compliance with and reporting on the EMP	month	8.00		
C1.2.1.2	Dedicated environmental officer	month	8.00		
C1.2.2	Programming and Reporting:				
C1.2.2.1	Submission of a Scheme 1 Programme	lump sum	1.00		
C1.2.2.2	Reviewing and updating a Scheme 1 Programme	month	8.00		
C1.2.2.3	Submission of a Scheme 2 Initial Programme	lump sum	1.00		
C1.2.2.4	Submission of a Scheme 2 Full Programme	lump sum	1.00		
C1.2.2.5	Reviewing and updating a Scheme 2 programme every month	month	8.00		
C1.2.2.6	Preparation and submission of all information and reports specified in the Contract Documentation	month	8.00		
C1.2.3.11	Other road maintenance work ordered by the Engineer	prov sum	1.00	100 000	100 000.00
C1.2.3.12	Handling cost, profit and all other charges in respect of item C1.2.3.11	%	100 000		
Total Carried Forward					

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
C1.2.5	Safety:				
C1.2.5.1	Health and safety plan	lump sum	1.00		
C1.2.5.2	Implementation of health and safety plan	month	8.00		
C1.2.8	Dayworks:				
C1.2.8.1	Personnel:				
	(a) Unskilled labourer	h	90.00		
	(b) Semi-skilled labourer	h	45.00		
	(c) Skilled labourer	h	45.00		
	(d) Gang leader	h	45.00		
	(e) Foreman	h	45.00		
	(f) Skilled Artisan	h	45.00		
C1.2.8.2	Construction equipment				
	(a) Motor grader	h	24.00		
	(b) Vibratory roller	h	24.00		
	(c) Pneumatic roller	h	24.00		
	(d) Front end loader	h	24.00		
	(e) Dewatering pump	h	24.00		
	(f) Excavator	h	24.00		
	(g) Compressor	h	24.00		
Total Carried Forward					

C1.2 GENERAL REQUIREMENTS AND PROVISIONS

Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
C1.2.8.3	Vehicles:				
	(a) Light delivery vehicle	km	200.00		
	(b) Flatbed truck	km	200.00		
	(c) Dump truck	km	200.00		
C1.2.8.4	Materials:				
	(a) Procurement of materials	prov sum	1.00	100 000	100 000.00
	(b) Contractor's handling costs, profit and all other charges in respect of item C1.2.8.4(a)	%	100 000		
PSC1.2.10	Community Participation				
PSC1.2.10.1	Prime cost sum for community Participation (PLC and CLO)	PC Sum	1	235 000	235 000.00
PSC1.2.10.2	Handling costs and profit in respect of item C1.2.10.1 above	%	235 000		
Total Carried Forward to Summary					

C1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

CIDB OPEN TENDER: Contract Ver 16-04-2025: COTO C32

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C1.4 FACILITIES FOR THE ENGINEER

Item	Description	Unit	Quantity	Rate	Amount
C1.4	FACILITIES FOR THE ENGINEER				
C1.4.1	Site accommodation:				
C1.4.1.1	Offices and conference room	m ²	36.00		
C1.4.1.6	Car ports	No	2.00		
C1.4.1.7	Ablution unit (equipped as specified)	No	1.00		
C1.4.2	Items measured by area:				
C1.4.2.6	Roller blinds, opaque type	m ²	12.00		
C1.4.2.7	Venetian blinds	m ²			
C1.4.2.8	Notice boards	m ²	2.00		
C1.4.2.9	White boards	m ²	2.00		
C1.4.3.2	Office chair	No	4.00		
C1.4.3.5	Office desk with 3 drawers (at least one lockable drawer)	No			
C1.4.3.6	Typist desk (L-shaped)	No	3.00		
C1.4.3.10	Filing cabinet (steel filing cabinets with drawers)	No	2.00		
C1.4.3.13	220/250-volt power outlet plug point (2 x15A)	No	4.00		
C1.4.3.14	400/231 volt 2-phase power outlet plug point	No			
C1.4.3.15	Single 1 500 mm, 58 watt fluorescent tube ceiling light	No			
Total Carried Forward					

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
C1.4.3.16	Single 1 500 mm, 22 watt LED tube ceiling light	No	8.00		
C1.4.3.23	Fire extinguisher 9,0 kg, dry powder type	No	1.00		
C1.4.3.24	Air-conditioning unit	No	2.00		
C1.4.3.28	UPS / Voltage stabiliser	No			
C1.4.3.29	A3 / A4 colour printer, copier, scanner	No	1.00		
C1.4.3.30	A4 colour printer, copier, scanner	No			
C1.4.3.31	Rain gauge	No	1.00		
C1.4.3.32	Minimum / maximum atmospheric temperature guage	No			
C1.4.3.36	Measuring wheel 32cm	No	2.00		
C1.4.3.37	First aid kit	No	1.00		
C1.4.4	Prime cost items:				
C1.4.4.1	Cell phones costs, including pro-rate rentals, for calls made in connection with contract administration	PC Sum	1.00	8 000	8 000.00
C1.4.4.2	Handling cost and profit in respect of item C1.4.4.1	%	8000		
Total Carried Forward					

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Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
C1.4.4.5	The provision of internet connectivity and WIFI data for Engineer's site staff	PC Sum	1.00	3 200	3 200.00
C1.4.4.6	Handling cost and profit in respect of item C1.4.4.5	%	3 200		
C1.4.4.7	The provision of paper and ink for a combination colour printer/copier/scanner	PC Sum	1.00	12 000	12 000.00
C1.4.4.8	Handling cost and profit in respect of item C1.4.4.7	%	12 000.00		
C1.4.4.9	The provision of a complete 220/250 volt single phase electrical power installation, including all poles, insulators, wiring, switchboards, mains connection, meters, etc.	PC Sum	1.00	10 000	10 000.00
C1.4.4.10	Handling cost and profit in respect of item C1.4.4.9	%	10 000		
Total Carried Forward to Summary					

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

C1.5 ACCOMMODATION OF TRAFFIC

Item	Description	Unit	Quantity	Rate	Amount
C1.5	ACCOMMODATION OF TRAFFIC				
C1.5.1	Accommodation of pedestrian and non-motorised traffic:				
C.1.5.1.1	Accommodation of pedestrian and non-motorised traffic	month	8.00		
C1.5.5	Maintenance of temporary deviations:				
C1.5.5.9	Grading of temporary deviations and existing roads used as detours	km	6.00		
C1.5.5.10	Watering of temporary deviations and existing roads used as detours	kℓ	100.00		
C1.5.5.11	Other road maintenance work ordered by the Engineer	prov sum	1.00	50 000	50000.00
C1.5.5.12	Handling cost, profit and all other charges in respect of item C1.5.6.11	%	50 000		
C1.5.6	Removal of temporary deviations	km	6.00		
C1.5.7	Temporary traffic control facilities:				
C1.5.7.1	Delineators including mounting bases and ballast:				
	(a) Single sided, reversible left or right (size indicated)	No	200.00		
Total Carried Forward					

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Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
	(b) Double sided, reversible left or right (size indicated)	No	20.00		
C1.5.7.2	Traffic cones, minimum height 750 mm	No	120.00		
C1.5.7.3	Flagmen	man-shift	750.00		
C1.5.7.8	Traffic control stations	month	8.00		
C1.5.7.9	Cleaning of traffic control facilities	month	8.00		
C1.5.8	Traffic safety officer	man-month	8.00		
C1.5.9	Traffic safety vehicle	month	8.00		
C1.5.10	Tow trucks:				
C1.5.11	Provision of safety equipment for visitors				
C1.5.11.1	Provision of reflective safety vests for visitors	No	5.00		
C1.5.11.2	Provision of hard hats for visitors	No	5.00		
C1.5.12	Additional traffic accommodation facilities ordered by the Engineer:				
C1.5.12.1	Provision of additional traffic accommodation facilities	prov sum	1.00	20 000	20 000.00
C1.5.12.2	Handling cost, profit and all other charges in respect of item C1.5.12.1	%	20 000		
Total Carried Forward to Summary					

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

C1.6 CLEARING AND GRUBBING

Item	Description	Unit	Quantity	Rate	Amount
C1.6	CLEARING AND GRUBBING				
C1.6.1	Clearing:				
C1.6.1.1	Clearing with machines and some hand labour where necessary	ha	2.50		
C1.6.1.2	Clearing with hand labour only when labour enhanced work is specified	ha	1.00		
C1.6.2.1	Grubbing with machines and some hand labour where necessary	ha	1.00		
C1.6.2.2	Grubbing with hand labour when labour enhancement work is specified or it is not practical to use a machine	ha	0.50		
C1.6.3.1	Girth equal to or exceeding 1,0 m up to and including 2,0 m	No	10.00		
C1.6.3.2	Girth exceeding 2,0 m up to and including 3,0 m	No	5.00		
C1.6.3.3	Girth exceeding 3,0 m	No	1.00		
Total Carried Forward to Summary					

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C1.7 LOADING AND HAULING

Item	Description	Unit	Quantity	Rate	Amount
C1.7	LOADING AND HAULING				
C1.7.1	Loading:				
C1.7.1.1	Loading from stockpile using machines and some hand labour where necessary	m ³	6 000.00		
C1.7.2	Hauling:				
C1.7.2.1	Hauling material for use in the Works and off-loading it on the site of the Works:				
	(a) Soil, gravel, crushed stone and pavement layer material	m ³ -km	6 000.00		
C1.7.2.2	Hauling material to spoil and off-loading it at a designated spoil area:				
	(a) Cleared and grubbed material (organic matter and all other unsuitable or waste material)	m ³ -km	2 000.00		
	(b) Soil and gravel material	m ³ -km	1 000.00		
Total Carried Forward to Summary					

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C13.1 FOUNDATIONS

Item	Description	Unit	Quantity	Rate	Amount
C13.1	FOUNDATIONS				
C13.1.6	Access and drainage:				
C13.1.6.1	Access	lump sum	1.00		
C13.1.6.2	Drainage	lump sum	1.00		
C13.1.7	Backfill to excavations utilising:				
C13.1.7.1	Material from excavation	m ³	100.00		
C13.1.7.2	Imported material	m ³	500.00		
C13.1.10	Haul in excess of 1,0 km on excavated material and on material imported for backfill,	m ³ -km	1300.00		
C13.1.11	Haul in excess of 50 metres on excavated material and on foundation fill for labour	m ³ -km	650.00		
C13.1.14	Foundation fill consisting of:				
C13.1.14.4	Mass concrete (30/19)	m ³	20.00		
C13.1.14.5	Concrete blinding (15/19 150 mm thick)	m ³	30.00		
Total Carried Forward to summary					

C13.2 FALSEWORK, FORMWORK AND CONCRETE FINISH

CIDB OPEN TENDER: Contract Ver 16-04-2025: COTO C41

C13.3 STEEL REINFORCEMENT

C42

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

C13.4 CONCRETE

Item	Description	Unit	Quantity	Rate	Amount
C13.4	CONCRETE				
C13.4.1	Cast-in-situ concrete (30/19):				
C13.4.1.1	Strength concrete (Class C):				
(a)	(i) Abutments foundations	m ³	10.00		
	(ii) Abutment walls and wing walls	m ³	50.00		
	(iv) Deck slab	m ³	360.00		
	(v) Approach slabs and cut-off walls	m ³	49.00		
C13.4.13.1	Existing bridge and salvage concrete portal culvert (including transport to the nearest DoT Camp)	sum	1.00		
C13.4.14	Controlled demolition of concrete from structural elements including disposal:				
C13.4.14.1	Deck on West Abutment to Pier 3	sum	1.00		
Total Carried Forward to Summary					

C13.6 BEARINGS

C44

C13.7 JOINTS

C45

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

C13.8 ANCILLARY STRUCTURAL ELEMENTS

Item	Description	Unit	Quantity	Rate	Amount
C13.8	ANCILLARY STRUCTURAL ELEMENTS				
C13.8.1	Concrete barriers and parapets (as per Drwg No. 3837/11 and 3837/12):				
C13.8.1.2	Parapets	m	90.37		
C13.8.7	Numbers for structures: (as per Drwg No. 3872/01):				
C13.8.7.3	Numbers formed in concrete	No	2.00		
C13.8.10	Drainage pipes and weep holes:				
C13.8.10.1	Drainage pipes:				
	(a) (Perforated 110 dia. Geopipe drainage pipe wrapped in Grade 3 synthetic filter fabric)	m	46.00		
	(a) (50 mm diameter drainage pipe at abutment deck seats)	m	7.00		
	(a) (100 mm diameter deck scuppers)	m	40.00		
	(a) (100 mm diameter deck scuppers within sidewalk capped with Grade 3 filter fabric (as per Drwg No. 3872/11))	m	10.00		
C13.8.10.2	Weep holes:				
Total Carried Forward					

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
	(a) (75 mm diameter through abutment and wing walls filled with no fines concrete)	m	60.00		
C13.8.12	Synthetic-fibre filter fabric geotextile properties as specified)	m ²	200.00		
C13.8.15	Geomet high density polyethylene (min. 5mm thick filtration strips)	m	200.00		
PSC13.8.18	Construction of sidewalk to deck complete in place (as per Drwg No. 3837/11) and including:	m	163.50		
	- Figure 6 kerbing				
	- 100 wide cast in-situ concrete blocks with 10 mm dia vertical dowels (60 mm deep hole resin grouted) and horizontal rods				
	- Compacted bedding sand				
	- 75 mm thick cast in-situ concrete walkway cast in 1 metre alternating panels				
	- Figure 6 kerbing				
	- 100 wide cast in-situ concrete blocks with 10 mm dia vertical dowels (60 mm deep hole resin grouted) and horizontal rods				
	- Compacted bedding sand				
	- 75 mm thick cast in-situ concrete walkway cast in 1 metre alternating panels				
Total Carried Forward to Summary					

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION.

C20.1 TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

Item	Description	Unit	Quantity	Rate	Amount
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP				
C20.1.2	Special tests requested by the Engineer:				
C20.1.2.1	Employer's contribution to concrete durability tests:				
	(a) Tests for water sorptivity	PC sum	1.00	50 000	50 000.00
	(i) Handling costs and profit in respect of item C20.1.2.1(a)	%	50 000		
	(b) Tests for oxygen permeability	PC sum	1.00	50 000	50 000.00
	(i) Handling costs and profit in respect of item C20.1.2.1(b)	%	50 000		
	(c) Tests for chloride conductivity	PC sum	1.00	50 000	50 000.00
	(i) Handling costs and profit in respect of item C20.1.2.1(c)	%	50 000		
	(d) Tests for concrete cover	PC sum	1.00	50 000	50 000.00
	(i) Handling costs and profit in respect of item C20.1.2.1(d)	%	50 000		
Total Carried Forward to Summary					

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF TRANSPORT**

**CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER
BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO DISTRICT
MUNICIPALITY AND ZULULAND DISTRICT MUNICIPALITY UNDER EMPANGENI REGION**

SCHEDULE A: ROADWORKS

SUMMARY OF SECTIONS

CHAPTER	DESCRIPTION	FROM PAGE	AMOUNT
C1.2	GENERAL REQUIREMENTS AND PAYMENT		R
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS		R
C1.4	FACILITIES FOR THE ENGINEER		R
C1.5	ACCOMMODATION OF TRAFFIC		R
C1.6	CLEARING AND GRUBBING		R
C1.7	LOADING AND HAULING		R
C11.9	FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS		R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY		R

SCHEDULE B: STRUCTURES

SUMMARY OF SECTIONS

CHAPTER	DESCRIPTION	FROM PAGE	AMOUNT
C13.1	FOUNDATIONS		R
C13.2	FALSEWORK, FORMWORK AND CONCRETE FINISH		R
C13.3	STEEL REINFORCEMENT		R
C13.4	CONCRETE		R
C13.6	BEARINGS		R
C13.7	JOINTS		R
C13.8	ANCILLARY STRUCTURAL ELEMENTS		R
C20.1	TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP		R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY		R

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETSHWAYO AND ZULULAND DISTRICT MUNICIPALITIES UNDER EMPANGENI REGION

ITEM	DESCRIPTION	LI	UNIT	QTY	RATE	AMOUNT R
F	SMALL CONTRACTOR DEVELOPMENT					
F10.01	Procurement of Targeted Enterprises: (a) Management and execution of Targeted Enterprise procurement process: (i) Procurement process for the appointment of CIDB contractor grading designation 1 Targeted Enterprise subcontractor (50 copies of the tender document required for each individual tender) (ii) Procurement process for the appointment of CIDB contractor grading designation 2 Targeted Enterprise subcontractor (40 copies of the tender document required for each individual tender) (iii) Procurement process for the appointment of CIDB contractor grading designation 3 Targeted Enterprise subcontractor (30 copies of the tender document required for each individual tender)		No	4		
			No	1		
			No	1		
F10.02	Construction Works for Targeted Enterprise subcontractors: (a) Payments associated with the construction Works carried out by Targeted Enterprise subcontractors (b) Handling costs and profit in respect of subitem F10.02(a) (c) Supply of materials and small construction equipment to assist Targeted Enterprise subcontractor		Prov sum	1.00	4 150 000	4 150 000.00
			%	4 150 000		
			Prov sum	1.00	1 100 000	1 100 000.00
	(d) Handling costs and profit in respect of subitem		%	1 100 000		
	(e) Management of Targeted Enterprise subcontractors					
	(i) Needs Analysis and Enterprise Development Plan per Targeted Enterprise		Number	6		
	(ii) Monitoring and Interim reporting per Targeted Enterprise		Per Quarter	2		
	(iii) Project Completion report per Targeted Enterprise		Number	6		
	(iv) Skills Development Co-Ordinator		Number/month	6		
TOTAL CARRIED FORWARD TO SUMMARY						

**PROVINCE OF KWAZULU-NATAL
DEPARTMENT OF TRANSPORT**

CONTRACT NO. ZNB02971/00000/00/HOD/INF/26/T: THE COMPLETION OF THE MHLATUZE RIVER BRIDGE NO. 3837 ON DISTRICT ROAD 2238 AT KM 4.96 IN THE KING CETHWAYO DISTRICT MUNICIPALITY AND ZULULAND DISTRICT MUNICIPALITY UNDER EMPANGENI REGION.

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Bill of Quantities brought forward:	
Schedule A: Roadworks (b/f from page C49)	R
Schedule B: Structures (b/f from page C49)	R
Schedule F: Small Contractor Development (b/f from page C50)	R
SUBTOTAL 1	R
Add: Contingencies (10% of SUBTOTAL 1)	R
SUBTOTAL 2= (SUBTOTAL 1 + CONTINGENCIES)	R
Add: Contract Price Adjustment - CPA (8% of SUBTOTAL 2)	R
SUBTOTAL 3 = (SUBTOTAL 2 + CPA)	R
Add: VAT (15% of SUBTOTAL 3)	R
TOTAL CARRIED FORWARD TO FORM OF OFFER C1.1.1	R

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

PART C3: SCOPE OF WORK

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C3.1: STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the '**Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020**'.

C3.2: PROJECT SPECIFICATIONS

The Project Specifications, consisting of two parts, form an integral part of the Contract and supplement the Standard Specifications.

Part A contains a general description of the Works, the Site and the requirements to be met.

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

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

The Standard Specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

C3.2: PROJECT SPECIFICATIONS

PART A: GENERAL

1. DESCRIPTION OF THE WORKS

1.1 Employer's objectives

This Project forms part of the Province of KwaZulu-Natal Department of Transport's Upgrading Programme. The Employer's objective is to complete the construction of a new vehicular concrete bridge over the Mhlatuze River in the Nkandla Local Municipality and Ulundi Local Municipality. The existing culvert structure is to be demolished, and the portals salvaged.

The contract is located in a region of KwaZulu-Natal that has been historically impoverished by a lack of infrastructure access. It is therefore mandatory that the Contractor shall interact with the community via proactive project liaison with and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

The Employer's objectives in delivering public infrastructure and services for this project include the provision of temporary work opportunities to the local community through the application of labour-enhanced construction methods to the maximum extent feasible, in accordance with the Expanded Public Works Programme Guidelines.

The Contractor shall be required to attend meetings of the local Project Liaison Committee (PLC) from time to time. The requirements of the Expanded Public Works Programme (EPWP) are contained in PART E of section C3.3 Particular Specifications. These EPWP requirements also include provisions for the National Youth Service programme where applicable.

The Contractor shall be required to undertake maintenance activities of the newly constructed bridge for this contract during the defect liability period, as per the provisions of PSA 1.2.3.15 in the Project Specifications.

It is expected that the Contractor shall undertake a community project to uplift the community and plough back into the community. The type of community project shall be proposed to the Project Liaison Committee and reported back to the Employer. No additional funding shall be provided to the Contractor for undertaking any such community projects.

1.2 Location of the Works

The proposed bridge is located in the Nkungumathe and Ziqongwane areas. The bridge is along the Mhlatuze River between Nkandla and Babanango towns. The co-ordinates of the site are 28°30'52.28"S and 31°07'02.75"E. At the location of the bridge, the river runs in a south westerly direction.

A locality map has been shown in Section C4.1 of the Site information page on page C200.

1.3 Overview of the Works

The project comprises the completion of the construction of a new 84.0m long x 11.35m wide dual lane concrete structure, the re-alignment of approximately 900 m of the road to suit the new structure and betterment of a further 5.1 km of the road. The bridge spans the river between newly constructed, cast in-situ, abutments and rests on 5 piers. The 6 cast in-situ deck spans are 14.0 m long and have a fall of 1%. The abutment and pier foundations are doweled into rock. The substructure is 10° skew to the bridge alignment. The bridge includes 5.0 m long approach slabs on each end and a pedestrian walkway on one side. On completion of the new bridge, the existing culvert structure is to be demolished and the concrete portal culverts salvaged. The approaches are to be removed and reshaped and the rubble disposed of at a site identified by the Employer's Agent.

1.4 Extent of the Works

The Works to be carried out include the following main activities:

- (a) Establishment on site and clearing and grubbing.
- (b) Provision of traffic accommodation facilities.
- (c) Survey requirements.
- (d) Demolish and reconstruct deck on West Abutment to pier 3.
- (e) Complete wingwalls at West abutment.
- (f) Complete expansion joints at piers, abutments and parapets.
- (g) Complete parapets and parapet end-blocks.
- (h) Rehabilitate the riparian area to its condition before the Works were commenced and remove construction debris.
- (i) Construct the sidewalk on the upstream side of the bridge.
- (j) Complete the roadworks (incl. earthworks, layer-works and wearing course).
- (k) Drainage channels, crossings, structures and erosion protection
- (l) Construct Gabions
- (m) Guardrails
- (n) Road signs
- (o) Landscaping
- (p) Finishing and cleaning up of the road and road reserve.
- (q) Continuous quality control over materials and workmanship, and compliance with the Particular Specifications with regard to environmental management and occupational health and safety, during all the above construction activities.
- (r) Removal of all site establishment facilities and construction plant on completion of the Works.
- (s) Making good of any defects during the Defects Liability Period.
- (t) Undertaking maintenance work during the defect liability period.

1.5 Detailed description of the Works

The following description is a broad outline of the works and does not limit the work to be executed by the Contractor in terms of the contract. The description of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

The Employer requires the Contractor to establish the necessary machinery, equipment, methodology and personnel to carry out the construction of Mhlatuze River Bridge No. 3837, inclusive of, but not necessarily limited to the main activities mentioned in Section 1.4.

The approximate quantities of each type of work to be carried out in accordance with the contract documents are listed in the Schedule of Quantities on the following tables.

The site shall not only comprise the proclaimed road reserve but shall be extended in the broader sense to take account of all areas occupied by the Contractor, be it deliberate or unintentional, in the execution of the contract. The site includes all the land within the proclaimed limits of the road reserve along the extent of the works, borrow pits and quarry sites, stockpile areas, locations set aside for construction and supervision accommodation and any other location required for the execution of the Works.

Incidental intrusion into private or tribal property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or tribal landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

1.5.1 Access to the Site

Access to the Site can be obtained from Main Road 50-3 along District Road 2238. The District Road branches off Main Road 50-3 at km 8.3. The bridge site is located at km 4.9, of approximately District Road 2238.

1.5.2 Demolition work

The Contractor is required to carry out any demolition work to existing structures.

1.5.3 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Employer's Agent. The spoil material shall be disposed of in accordance with subclause A4.2.7.1(f) of the COTO Standard Specifications.

1.5.4 Quantities

The approximate leading quantities for the permanent Works to be constructed are as follows:

Description	Source	Approximate quantity
30 MPa concrete	Commercial	470 m ³
Formwork (F1 & F2)	Commercial	570 m ²
Steel reinforcing	Commercial	44 tons
Gravel selected layer	Road Prism/ Borrow pits/Commercial source (G7)	2 700 m ³
Gravel Wearing Course	Borrow Pits/Cuts/Commercial source (G5)	7 400 m ³
Guardrails	Commercial	1 700 m ³

1.5.5 Material investigations

Materials information is furnished in section C4.4 at the end of this document.

1.5.6 Material sources, spoil and stockpile areas

The suitable material for earthworks and layerworks shall be sourced from commercially or from cuts or from an authorised local borrow pit.

The material for all concrete materials shall be obtained from commercial sources.

Spoil areas and areas for the temporary stockpiling of construction materials shall be determined and agreed on site in conjunction with the Employer's Agent, the PLC (where applicable) and the local communities (where applicable). The Contractor shall be permitted to use only these agreed spoil and stockpile areas, which shall be landscaped and vegetated on completion of the work.

1.5.7 Accommodation of traffic

The portion of District Road 2238 under the control of this Contract is open to public traffic and the status quo is to be maintained until such stage as the road is handed over on completion.

The Contractor shall be required to accommodate traffic on the existing roadway and bridge on the existing detours.

1.5.8 Accommodation of other contractors

In order to ensure the smooth running of all contracts, the Contractor shall be required to liaise with, cooperate with and accommodate all other contractors working on the site, particularly when such other contractors are working in the same area simultaneously.

1.5.9 Existing services

There are no known existing services.

It is also expected that unknown domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall make every effort to establish the location of these services in any area prior to excavations commencing in that area. Such efforts shall include diligent enquiry and discussions with adjacent landowners, visual surface inspection and exploratory trenching investigation as necessary.

1.5.10 Employer's Agent's site offices and laboratory

The Contractor shall be required to provide furnished site office facilities, laboratory facilities, ablution facilities, and carparks for the Employer's Agent at a site located in close proximity to the Contractor's office establishment and to the Works. A possible area for such site establishment shall be indicated at the Site Clarification Meeting.

1.5.11 Climate

The road is located in a high summer rainfall region with a 30 year mean annual precipitation of 750 mm.

1.5.12 Environment

The Contractor's attention is called to clause A1.2.3.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.13 Labour

A Project Liaison Committee (PLC) has been established and is a vital means of communication between all parties involved with the project. The composition of the PLC comprises representatives of the Employer, the Employer's Agent and formal structures within the community.

The Contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative will be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of people employed between the various Amakhosi in the area.

1.5.14 Labour-enhanced construction methods

Labour enhanced construction shall mean the economically efficient employment of as great a portion of local labour as is technically feasible to produce a standard of construction as demanded by the specifications with completion by the Due Completion Date, where local labour is the primary resource, supported by plant for activities that cannot be carried out feasibly by labour only.

Labour enhanced construction activities are to be planned as task-based work as a general rule. A task means a fixed quantity of work, to be performed to a clearly defined quality. Task based work means work in which a worker is paid a fixed rate for performing a task, which is clearly defined in terms of quantity and quality. Typically, a particular task can be completed within a working day.

Appropriate portions of the Works included in the Contract shall be carried out using labour enhanced construction methods.

Except where the use of equipment is essential in order, in the opinion of the Employer's Agent, to meet the specified requirements by the Due Completion Date, or where the use of equipment is essential as a result of occupational health and safety considerations, the Contractor shall use only hand tools and equipment in the construction of those portions of the Works that are required in terms of these Project Specifications to be constructed using labour enhanced construction methods.

Such portions of the Works shall be constructed utilizing only the local labour of the Contractor and/or the local labour of subcontractors, supplemented by the Contractor's key personnel to the extent necessary and unavoidable, unless otherwise instructed by the Employer's Agent and in accordance with the further provisions of the relevant sections of Part B of the Project Specifications.

Subject to considerations of occupational health and safety, and subject to the nature of the in situ materials being such that they can be excavated efficiently by hand, the portions of the Works to be carried out under supervision using labour enhanced construction methods are listed under the labour enhanced item numbers as per COTO -Draft Standard(DS) October 2020 specifications in the bill of quantities, include, but are not limited to, the following:

- Erection of the Contractor's and Employer's Agent's site establishment facilities;
- Provision of domestic services at the site establishment facilities;
- Provision of flagmen and labour for erecting traffic accommodation facilities;
- Clearing of the Site;
- Excavation for structures and open drains up to 1,5 m deep where the depth of the water table permits such excavation to be carried out safely, and the subsequent backfilling thereof;
- Bedding, selected fill, backfilling and compaction of all trenches for prefabricated culverts irrespective of depth, but assisted by mechanical compaction equipment in order to achieve the specified densities;
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of the source;
- Mixing and placing of concrete for the channel and backing to the prefabricated kerbs;
- Mixing and placing of concrete for concrete lined drains and sidewalks;
- Mixing and placing of concrete for minor drainage structures and road furniture structures;
- Mixing and placing of concrete for concrete edge beams at gravel road access points;
- Installation of prefabricated kerbs;
- Construction of all brickwork required for drainage structures and manholes;
- Erection of falsework and formwork;
- Fixing of reinforcement;
- Spreading of offloaded earthworks materials to the extent scheduled;
- Spreading of offloaded pavement layers materials to the extent scheduled;
- Spreading of stabilising agent;
- Maintenance patching of surfacing;
- Slurry seal surfacing;
- Excavation for and construction of stone pitching, and subsequent backfilling;
- Excavation for and construction of gabion boxes and mattresses, and subsequent backfilling;
- Dismantling / erection of fences;
- Excavation and subsequent backfilling for guardrail;
- Dismantling / erection of guardrail;
- Excavation and subsequent backfilling for road signs;
- Dismantling / erection of road signs;
- Spreading of topsoil;
- Planting of grass cuttings, grass sodding and hand sowing of grass seeds; and
- Cleaning and tidying up of the Site.

In respect of those portions of the Works which are not listed above, the construction methods adopted and the equipment utilized shall be at the discretion of the Contractor, provided always that the construction methods adopted and the equipment utilized by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

1.6 Temporary Works

The Temporary Works required under this Contract shall include the traffic accommodation measures implemented, the provision of drainage control, falsework and formwork during the construction of the minor drainage structures, and the provision of any scaffolding or temporary propping used during the erection of the road signs.

All Temporary Works shall be removed from the Site on completion of the Contract.

1.7 Maintenance of the Works during the construction period

The Contractor shall take note of the various requirements of the General Conditions of Contract 2015 and the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 with respect to the care and protection of the Works.

The handing-over of the road reserve for this contract is described in clause A1.2.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. The Contractor shall be responsible for maintaining this portion of the road from the date of hand-over until the issue of the Certificate of Practical Completion.

1.8 Testing of materials

A prime cost sum has been allowed in chapter 20 of the Bill of Quantities for all acceptance control testing laboratory work to be carried out by the Employer's Agent using the laboratory facilities which may include and/or commercial laboratory facilities.

The Contractor shall carry out at his own cost the required process control testing as specified in terms of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

1.9 Power supply and other services

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

1.10 Construction in confined areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant. However, the Contractor shall note that, unless otherwise provided for in terms of the scheduled payment items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

1.11 Contractor's campsite (Project Specific)

Possible locations for a campsite shall be pointed out at the clarification meeting. (Project Specific Clarification meetings)

The Contractor shall make his own arrangements for the provision of his campsite and housing for construction personnel but the chosen site shall be subject to the approval of the Employer's Agent, the local authorities and, where applicable, the Project Liaison Committee (PLC) associated with the project.

The standard of the Contractor's camp, offices, accommodation, ablution, and other facilities must comply with the requirements of all local authority, environmental and industrial regulations concerned. In establishing and maintaining his campsite, due cognisance is to be taken of the requirements of clause A1.3.3 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

The Contractor is to fully familiarise himself with all local by-laws and Government regulations for the employment, transport and accommodation of labour on site.

The Contractor shall particularly note that there is a high risk of theft, vandalism and damage to property in this area and strict security will be required for all plant, establishment, temporary works and partially completed works. The Contractor shall be responsible for providing security for all plant, establishment, temporary works and partially completed works. No separate payment shall be made for the provision of

such security since full compensation for these costs shall be deemed to be included in the amount tendered for item C1.3.1.3 (The contractor's general obligations: Time-related obligations).

1.12 Additional requirements for construction activities

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor's tendered rates shall include full compensation for all costs which may arise from the construction and maintenance of deviations and construction under traffic. No claim for additional costs which may arise from these methods of traffic accommodation and no additional payment owing to inconvenience as a result of the Contractor's method of working shall be considered.

1.13 Construction programme

The Contractor shall submit a detailed time programme in accordance with clause 5.6.2 of the General Conditions of Contract 2015, clause A1.2.7 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In addition to any other restrictions accommodated by the Contractor in compiling the construction programme, the following constraints shall be taken into account in the preparation thereof:

- (a) The whole of the Works (and the portions of the Works if completion in portions is required) shall be completed within the time period(s) stated (refer to the Contract Data in section C1.2.2).
- (b) Working days lost due to abnormal rainfall shall be treated as set out in clause A1.2.3.4 (b)
- (c) Allowance shall be made for non-working days and special non-working days (refer to the Contract Data in section C1.2.2).
- (d) Construction activities must comply with all the specified environmental requirements including clause A1.2.3.3 of Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.
- (e) Construction activities must comply with all the specified health and safety obligations including the requirements of Part D: OHS 1993 Health and Safety Specification contained in section C3.3 Particular Specifications.
- (f) Strict control of access to and from local public roads shall be required when construction vehicles, plant or equipment leave or enter the site.
- (g) Throughout the contract period traffic must be accommodated through the site and all other contractors engaged on the construction of identified roads must be accommodated.
- (h) The Contractor's programme of work shall take due cognisance of risks by limiting the duration of the exposure of the various construction elements to natural phenomena.

PRELIMINARY CONSTRUCTION PROGRAMME

TO BE INSERTED FOR TENDER

2. DRAWINGS

The drawings that form part of the Tender documents are issued on a CD and shall be used for Tender purposes only.

The Contractor will be supplied with three complete sets of A0 paper print drawings, and one set of drawings on a CD. These A0 paper prints and CD are issued free of charge and the Contractor shall make any additional copies he may require at his own cost.

Any information in the possession of the Contractor which the Employer's Agent requires to complete the as-built drawings shall be supplied to the Employer's Agent before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Employer's Agent. The Employer's Agent will supply all figures / dimensions omitted from the drawings.

The levels given on the drawings are subject to confirmation on site, and the Contractor shall submit all levels to the Employer's Agent for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent of any discrepancies.

3. PROCUREMENT

The contractor shall procure goods and services under provisional sums and prime cost sums according to the Employer's standards.

4. CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction work

All construction work must conform with the relevant SABS or SANS specifications referred to in the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020', or in Section C3.2 Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.2 Applicable national and international standards

All construction work must be undertaken in accordance with the 'Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and as amended in Section C3.2 Project Specifications, Part B: Amendments to the Standard Specifications, of this document.

4.3 Particular / generic specifications

As well as the 'Amendments to the Standard Specifications' contained in Part B of Section C3.2 Project Specifications, of this document, the following Particular Specifications as contained in Section C3.3, are applicable to this Contract:

- Part C: Environmental Management Specification
- Part D: OHSA 1993 Health and Safety Specification
- Part E: Expanded Public Works Programme
- Part F: Small Contractor Development

The 'General Conditions of Contract for Construction Works, Third Edition (2015)', published by the South African Institution of Civil Engineering which is applicable to this Contract.

4.4 Certification by recognized bodies

No certification of items included in the Works is required.

4.5 Plant and materials provided by the Employer

No plant and materials are to be provided by the Employer.

4.6 Services and facilities provided by the Employer

The Employer's Agent's site office and laboratory facilities will be paid for in terms of the Contract. No other services or facilities are to be provided by the Employer.

5. MANAGEMENT

5.1 Applicable SANS 1921 standards

The following parts of SANS 1921 and associated specification data are applicable:

5.1.1 SANS 1921-1 Part 1: General engineering and construction works

Specification data associated with SANS 1921-1	
Clause No.	Essential data
4.1.7	There are no requirements for drawings, information and calculations for which the Contractor is responsible.
4.2.1	The responsibility strategy assigned to the Contractor for the works is 'A'.
4.3.1	The programme must conform to clause A1.2.7.1 (Scheme 1) 'Programme of Work' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and clause 5.6 'Programme' of the 'General Conditions of Contract 2015'.
4.3.3	The Contractor must give 24 hours' notice for inspection of work that is to be covered up.
4.7.3	Where applicable, the Contractor is afforded the opportunity of pricing an item to cover costs of unavoidable over-break.
4.12.2	The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the Employer/Employer's Agent are to be as described in clause A1.2.8 'Workmanship and Quality Control' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 and clause 7 'Quality and Related Matters' of the 'General Conditions of Contract 2015'.
4.12.2	The fabrication drawings that the Contractor is to provide to the Employer are: none.
4.14.5	The Contractor is to provide latrine and ablution facilities as described in Part C 'Environmental Management Plan' in Section C3.3 Particular Specifications of these Project Specifications.
4.14.6	The requirements for the provision and erection of signboards are as described in clause A1.2.3.10 'Notices, Signs and Advertisements' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, and as detailed in the 'Example of Contract Signboard Details' in Section C4: Site Information of these Project Specifications.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are described in clause A1.2.7.3 and Chapter 2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.
4.17.3	Services that are known to exist on the site are described in clause A1.2.7.3 and Chapter 2 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.
4.17.4	The requirements for detection apparatus for locating underground services are: none.
4.18	The additional health and safety requirements are described in Part D 'OHS 1993 Health and Safety Specification' in Section C3.3 Particular Specifications of these Project Specifications.

5.1.1.1 Additional clauses:

(a) Site meetings and procedures

Site meetings shall be convened as described in clause A1.2.3.16 'Monthly Site Meetings' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site memoranda book, a complete set of contract working drawings and a copy of the procurement document, and shall make these available at all reasonable times to all persons concerned with the contract.

(b) Water and electricity

The Contractor is to provide water and electricity as described in clauses A1.2.3.21 'Water' and A1.4.7.3 'Services' of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

5.1.2 SANS 1921-6 Part 6: HIV/AIDS awareness

Specification data associated with SANS 1921-6	
Clause No.	Essential data
4.2.1(a)	A qualified service provider is one that is an accredited or provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel. 011 265 5900), Health and Welfare SETA (HWSETA) (011 622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za .
4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four monthly intervals throughout the duration of the contract.

5.1.2.1 Additional clauses:

(a) Workshops

The duration of each workshop shall not be less than 2½ hours.

5.2 Recording of weather

The Contractor shall erect a rain gauge and record the rainfall as described in clause A1.2.3.4 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020. This information together with other details of the prevailing weather conditions shall be recorded in the daily site diary.

5.3 Unauthorised persons

The Contractor shall keep unauthorised persons away from the Works at all times. Under no circumstances may the Contractor's personnel be accommodated on the site.

5.4 Management meetings

Management meetings are to be held weekly at a time convenient to all concerned, to discuss planning and health and safety amongst other things. Attendance by the Construction Manager and the Employer's Agent's Representatives on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The Employer's Agent's Representative will provide standard forms for 'Site Diary', 'Site Memoranda', 'Requests for Inspection' and any others deemed to be necessary during the contract.

5.6 Electronic payments

Payments of approved payment claims will be made electronically upon submission of the Contractor's banking details.

5.7 Daily records

A site diary is to be compiled jointly by the Construction Manager and the Employer's Agent's Representatives on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer's Agent's Representative.

The Contractor is to keep daily records of people and equipment on site in a format to be agreed by the Employer's Agent's Representative, and is to provide copies to the Employer's Agent's Representative when requested.

5.8 Payment certificates

Details of measurements, proof of payment for items contained in provisional sums and prime cost sums, proof of ownership of Plant and materials on site and documentation pertaining to contract price adjustment and special materials, are required as substantiation of claims for payment.

5.9 Permits

No security/entrance permits are required by the Contractor's personnel to enter the site.

5.10 Proof of compliance with the law

There are no requirements for the Contractor to verify compliance with any legislation.

5.11 Submission of reports

The contractor shall submit monthly reports in accordance with the specifications in Part E: Expanded Public Works Programme and Part F: Small Contractor Development.

C3.2: PROJECT SPECIFICATIONS

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS

In certain clauses in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020, allowance is made for a choice to be specified in the Project Specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Project Specifications. It also contains the necessary additional specifications required for this Contract.

The clauses and payment items dealt with in this part of the Project Specifications are numbered 'PS' with a number corresponding to the relevant clause or item number in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

New clauses and payment items not covered by clauses or items in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 have been included here and have also been designated with the prefix 'PS'. Such clauses and items have been given a new number following upon the last number used in the particular chapter referred to in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

CHAPTER 1.2 GENERAL REQUIREMENTS AND PROVISIONS

PART A: SPECIFICATION

PSA1.2.3.4 EXTENSION OF TIME FOR DELAYS BY RAINFALL

Add the following to the end of A1.2.3.4(b) Method 2 (Critical path method with consequential delays):

The value of “n” working days expected delay caused by normal rainy weather as referred to in Method (ii) shall be as given in the table below for each respective calendar month of any year:

Month	Expected delay of "n" working days due to normal rainy weather	Month	Expected delay of "n" working days due to normal rainy weather
January***	5	July	1
February	4	August	1
March	4	September	2
April	3	October	3
May	2	November	4
June	1	December***	5

*** Includes the whole month of December / January.

PSA1.2.3.11 ORDERING OF DAYWORKS

Replace Clause A1.2.3.11 with the following:

PSA1.2.3.11 DAYWORKS

a. Scope

Rates for daywork shall be entered in the under item C1.2.8.1 in accordance with the following specifications.

b. Daywork Rates

According to Clause 6.5 of the General Conditions of Contract 2015, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, construction equipment and vehicles which may be required to perform work on a daywork basis is included in the Bill of Quantities. The quantities used in the Bill of Quantities are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.3 of the General Conditions of Contract 2015.

No work will be paid for as daywork without the written instruction or approval of the Employer's Agent.

c. Type of Work

The Employer's Agent may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Employer's Agent. Daywork will only be used in exceptional circumstances.

d. Materials

Materials for use in works carried out under daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific

materials. A Provisional Sum has been allowed in C1.2.8 of the Bill of Quantities for daywork materials. The Contractor shall enter a tendered percentage in the Bill of Quantities to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in C2.1, 'Pricing Assumptions'. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in daywork with his daywork claim to the Employer's Agent. Further, if specific materials are required for daywork, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015.

e. Construction Equipment

Where daywork is ordered, the tendered rates for construction equipment in C1.2.8 of the Bill of Quantities shall be used in calculating the payment due for any construction equipment required to execute the daywork. If no rate is included in the Bill of Quantities for a particular item of construction equipment, and where no other rate or combination of rates would provide suitable compensation, then the daywork method of payment described in Clause 6.5.1.3 of the General Conditions of Contract 2015 will be used.

The tendered rates for each item of construction equipment shall include for all operating costs associated with the said item of construction equipment. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the construction equipment operator and the general supervision of the construction equipment while it is engaged in the daywork.

f. Salaries and Wages of Workmen

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in the Bill of Quantities. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the daywork.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the daywork rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws and spirit levels. The tendered rate for labourers shall also include for the casual supervision by a gang leader or foreman. Only when specifically called for by the Employer's Agent, will payment be made for the use of a gang leader or foreman supervising on a continuous basis.

g. Measurement and Payment

The following principles shall also apply to the measurement and payment of daywork.

The unit of measurement for construction equipment shall be the number of Vibroclock hours worked and each item of construction equipment shall be fitted with a Vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Clauses 6.5.3 and 6.5.4 of the General Conditions of Contract 2015 with regard to the submission of lists and statements of personnel, materials and construction equipment used for daywork.

The payment items under C1.2.8 in the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020 will be applicable.

PSA1.2.3.18 Stakeholder liaison

Add the following to Clause A1.2.3.18:

a. Project Liaison Committee

The process of implementing infrastructure projects will be undertaken by means of structured engagement between those responsible for the delivery of the project and the community.

A Project Liaison Committee (PLC) is a vital means of communication between the parties involved with the project. A PLC may be formed if the project is such that a specific community can be identified.

The PLC comprises representatives of the employer, the engineer and formal structures within the community. The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative shall also attend the monthly PLC meetings when so requested.

The PLC shall meet at least once every month until such time as it is of the opinion that it could fulfil its tasks by meeting less frequently.

The PLC deals with local labour on the project, and is tasked with:

- assisting with community liaison and the resolution of community disputes;
- devising fair and transparent procedures that will assist the contractor in the engagement of labour;
- advising on and monitoring labour issues; and
- assisting in the resolution of labour disputes.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the PLC on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the PLC are required, and not necessarily for the full duration of the contract.

b. Community Liaison Officer (CLO)

The contractor, after consultation with the Project Liaison Committee (PLC), shall appoint a competent local person as a Community Liaison Officer (CLO). The contractor shall appoint the CLO as part of his site personnel, and shall direct all his liaison efforts with the local community through the appointed CLO.

The period of employment and the remuneration of the CLO shall be determined jointly by the contractor, the engineer and the employer.

The CLO shall:

- i. represent the community and assist the contractor, the engineer and the employer with communication between them and the community;
- ii. work an 8-hour day with a total of 40 hours worked per week, and shall be present on site each day except when performing off-site community liaison activities;
- iii. communicate daily with the contractor on labour related issues such as numbers and skill;
- iv. assist in the identification and screening of local labourers from the community in accordance with the contractor's requirements;
- v. inform local labour of their conditions of employment, including their period of employment;
- vi. attend disciplinary proceedings involving local labour, and ensure that hearings are fair and reasonable;
- vii. attend all meetings at which the community and/or local labour are present or are required to be represented;
- viii. attend monthly site meetings to report on community and local labour matters;

- ix. keep a daily written record of interviews and community liaison;
- x. submit monthly returns regarding community liaison; and
- xi. carry out all such other duties as agreed upon between all parties concerned.

A new pay item is included in Chapter 1.2 of the schedule of quantities relating to the payment of the CLO on a provisional sum basis. Payment under this item shall be made only for the period for which the duties of the CLO are required, and not necessarily for the full duration of the contract.

Add the following new Clause A1.2.3.24:

PSA1.2.3.24 Compliance with the Road Traffic Act

When a service necessitates vehicles or plant travelling or working on a public road, the following shall apply:

- The vehicles and plant shall be licensed in terms of the National Road Traffic Act 1996 (Act No. 93 of 1996) as amended.
- Every driver and operator of a vehicle or an item of plant shall be in possession of a valid permit in respect of the class of vehicle or item of plant he / she is driving or operating.

The Contractor shall provide, erect and maintain sufficient road signs, barricades, fencing and guarding as may be necessary or required by the Employer's Agent or by any act, regulation or statutory authority in order to minimise the danger and inconvenience caused to vehicle and pedestrian traffic. The Contractor by accepting this contract shall be deemed to have indemnified the Employer and the Employer's Agent against any claims, damages and / or costs that may arise in this regard.

Add the following new payment item.

PSC1.2 MEASUREMENT AND PAYMENT

Item	Unit
PSC1.2.10 Community Participation	
(a) Cost for community Participation (PLC and CLO).....	Prime Cost Sum
(b) Handling costs and profit in respect of sub-item PSC1.2.10(a) above	percentage (%)

Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item PSC1.2.10(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision of a Community Liaison Officer."

C1.3 CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

PSC1.3.1.3 Time-related obligations

Add the following at the end of clause C1.3.1, Under Item C1.3.1.3

"The amount payable to the contractor for time-related general obligations arising from extensions of time granted in accordance with Clause 5.12.1 and Clause 5.12.2 of the GCC 2015, shall be calculated as follows:

- (i) The Contractor shall apply for the extension of time in terms of the number of days delay incurred calculated in accordance with Clause 5.1 of the GCC 2015.
- (ii) The number of days extension of time calculated in accordance with Clause 5.1 of the GCC 2015, finally granted shall then be added to the due completion date of the contract by the Engineer, commencing on the first working day after the day of the original due completion date. Non-working days and special non-working days as defined in the contract data shall not be counted as working days in calculating the extended completion date.
- (iii) The number of calendar days extension of time granted from the original completion date to the extended completion date as calculated in (ii) above shall then be calculated, commencing on the first calendar day after the day of the original completion date.

The following formula shall then be used to calculate the number of months extension of time granted;

$$\begin{aligned} &\text{No. of months extension of time granted} \\ &= [(\text{No. of calendar days extension of time granted} / 365)] \times 12 \end{aligned}$$

- (iv) The number of months extension of time granted calculated as in (iii) above shall be the number of additional months measured for payment for time-related general obligations under item PSC1.3.1.3 and in accordance with Clause 5.12.3 of the GCC 2015 as a result of the extensions of time granted.

NOTE: The number of months extension of time granted calculated as in (iii) above shall also be included in the measurement of any other items scheduled under Sections C1.3, C1.4 and C1.5 or elsewhere in the schedule of quantities that involve the unit of measurement "month" and that were provided on site for the full duration of the extended period. Where such items were provided for a portion of the extended period only, a pro rata payment shall be made, based on the number of calendar days the item was provided on site after the original completion date divided by the number of calendar days as calculated in (iii) above for the extension of time granted."

C13.8 ANCILLARY STRUCTURAL ELEMENTS

Add the following at the end of clause C13.8, Under Item C13.8.18

PSC13.8.18	Construction of sidewalk to deck complete in place (as per Drwg No. 3837/11):	metre (m)
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The unit of measurement shall be the linear metre of sidewalk complete.

This shall include the figure 6 kerbing, cast in-situ concrete, dowels and rods, compacted bedding sand and the 75 mm cast in-situ panels.

The tendered rate shall include full compensation for supplying the materials, transporting, handling and storage, and all labour, equipment and incidentals required for constructing the sidewalk complete as detailed.

C3.3: PARTICULAR SPECIFICATIONS

In addition to the Standard Specifications and the Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter:

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION	C74
PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION	C80
PART E: EXPANDED PUBLIC WORKS PROGRAMME.....	C112
PART F: SMALL CONTRACTOR DEVELOPMENT	C138
PART G: CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)	C179

3.3 PARTICULAR SPECIFICATIONS

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION

C1. SCOPE

The Employer recognises environmental management as a key component of road infrastructure development and as part of its environmental policy has developed this environmental management specification as a tool for continual improvement in environmental performance.

This environmental management specification prescribes the methods by which proper environmental controls are to be implemented by the Contractor. The duration over which the Contractor's controls shall be in place cover the construction period of the project as well as the limited time after contract completion defined by the General Conditions of Contract 2015 as the Defects Notification Period (maintenance period).

C2. ENVIRONMENTAL MANAGEMENT PLAN

In order to ensure that the construction work is carried out in an environmentally sensitive manner, strict compliance with the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
 - (i) Minimise disturbance of the natural environment,
 - (ii) Prevent pollution of land, air and water,
 - (iii) Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

C3. ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

The Contractor is responsible for the implementation of this EMP to ensure sound environmental management during the construction phase of a project.

The Contractor shall receive and implement any instruction issued by the Employer's Agent relating to compliance with the EMP including the removal of personnel or equipment.

Compliance with the provisions contained herein or any condition imposed by the environmental approvals, shall become the responsibility of the Contractor through an approved Environmental Officer (EO). The Contractor shall nominate a person from among his site personnel to fulfil this function and submit to the Employer's Agent for his approval the curriculum vitae of the proposed EO. This request for approval shall be given, in writing, at least fourteen days before the commencement of any construction activity clearly setting out reasons for the nomination, and with sufficient detail to enable the Employer's Agent to make a decision.

Once a nominated representative of the Contractor has been approved as the EO, the EO shall be the responsible person for ensuring that the provisions of this EMP are complied with for the duration of the contract. The EO shall submit monthly written reports of compliance with the EMP to the Employer's Agent.

In addition to the compliance duties relating to this EMP, the EO shall also provide full cooperation whenever the Contractor is subjected to regular environmental audits.

C4. TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes subcontractors and local labour). The EMP shall be part of the terms of reference for all contractors, subcontractors and suppliers.

C5. COMPLAINTS REGISTER AND ENVIRONMENTAL INCIDENT BOOK

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the Construction Manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter or email),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken, and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident, and
- Actions taken and by whom.

C6. SITE CLEANLINESS AND NEATNESS

- Location of a construction camp is to be approved by the Employer's Agent and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1,8m Bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

C7. ACCESS

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

C8. BORROW PITS

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Mineral Resources (DMR) in consultation with the Department of Water and Sanitation (DWS).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DMR and DWS.

C9. DUST CONTROL / AIR QUALITY

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working condition and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

C10. FAUNA

- Contractors' and subcontractors' staff and workers may not chase, catch or kill animals encountered during construction.

C11. FIRE PREVENTION AND CONTROL

- Smoking is prohibited in the vicinity of flammable substances.
- The Contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.

- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owners' lands.

C12. GRAVE SITES

- Grave sites in close proximity to the road must not be disturbed during construction.

C13. MATERIALS HANDLING AND SPILLS MANAGEMENT

- Any hazardous materials to be used during construction (e.g. lime, fuel and paint) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel or petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (potentially hazardous materials on site include paint, oil, grease, fuel and turpentine).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The Contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

C14. NOISE

- Noise generating activities must be restricted to between 07:00 and 17:00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

C15. POLLUTION CONTROL

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

C16. RIVERS AND STREAMS

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

C17. SAFETY

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.

- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

C18. SOIL MANAGEMENT

- Storm water drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of storm water.
- Spoil from cuts may be used in existing erosion gullies.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary, an absorbent such as Peat Sorb should be used to aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and refuelling of vehicles must only be carried out at the construction camp.

C19. WORKER CONDUCT

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

C20. TRAFFIC DISTURBANCES AND DIVERSIONS

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

C21. VEGETATION

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

C22. WASTE MANAGEMENT

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The Contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.

- All hazardous waste (e.g. oil, paint, empty lime bags, and contaminated wash water) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Employer's Agent.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood and concrete packets) on completion of the day's work.
- Any spill around the container(s) should be treated as per clause C13 and C18.

C23. MEASUREMENT AND PAYMENT

The contractor shall make provision in the various rates and prices for all costs related to the environmental management specification and measures required in terms of legislation. Provision is made in item C1.2.1 of the Bill of Quantities for the contractor's general obligations, risks and liabilities in accordance with the environmental management specification.

C3.3 PARTICULAR SPECIFICATIONS

PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

PART D: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

D1. SCOPE

This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement in Section C1.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

D2. DEFINITIONS

For the purpose of this contract the following shall apply:

D2.1 **"Construction Health and Safety Agent"** (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.

D2.2 **"Contractor"** where used in the contract documents and in this specification, means the Contractor as defined in the General Conditions of Contract 2015, and it shall have the exact same meaning as **"principal contractor"** as defined in the Construction Regulations 2014. **"Contractor"** and **"principal contractor"** are therefore interchangeable and shall be read in the context of the relevant document.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

D2.3 **"Employer"** where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** are therefore interchangeable and shall be read in the context of the relevant document.

D2.4 **"Employer's Agent"** where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015.

D3. EMPLOYER'S BASELINE RISK ASSESSMENT

D3.1 Risk information

The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive, and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

D3.2 Baseline risk assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Employer in terms of Construction Regulation 5(1)(a).

BASE RISK ASSESSMENT

SEVERITY

<u>Index</u> <u>Significance</u> <u>Priority</u>		<u>PROBABILITY</u>				
		Common of frequent occurrence Multiple - Daily.	Is known to has - Daily.	Could occur or of it - Weekly.	Not likely to occur - Monthly.	Practically Impossible Yearly.
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Fatal / Permanent Disability</u>	<u>1</u>	<u>1</u>	<u>2</u>	<u>4</u>	<u>7</u>	<u>11</u>
<u>1 Shift 1 Day Delay Serious Injury / Illness</u>	<u>2</u>	<u>3</u>	<u>5</u>	<u>8</u>	<u>12</u>	<u>16</u>
<u>4 Hours 1 Shift Delay Moderate Injury / Illness</u>	<u>3</u>	<u>6</u>	<u>9</u>	<u>13</u>	<u>17</u>	<u>20</u>
<u>1 Hour 4 Hours Delay Minor Injury / Illness</u>	<u>4</u>	<u>10</u>	<u>14</u>	<u>18</u>	<u>21</u>	<u>23</u>
<u>Less than 1 Hour Delay No Lost Time</u>	<u>5</u>	<u>15</u>	<u>19</u>	<u>22</u>	<u>24</u>	<u>25</u>

<u>Risk Result</u>	
<u>1 -10</u>	<u>High Risk Immediate Correction Required</u>
<u>11 -16</u>	<u>Medium Risk Risk Correction Required</u>
<u>17 -25</u>	<u>Low Risk Attention Indicated Risk Perhaps Tolerable</u>

1. SITE ESTABLISHMENT

<u>NO</u>	<u>HAZARD IDENTIFICATION</u>	<u>RISK ASSOCIATED WITH HAZARD</u>	<u>SEVERITY</u>	<u>PROBABILITY</u>	<u>RISK RATING</u>	<u>CONTROL MEASURES</u>	<u>RESIDUAL RISK</u>
<u>1</u>	Manual handling – incorrect lifting practices	Injuries. Damage to equipment.	<u>5</u>	<u>4</u>	<u>L</u>	Ensure training is done according to the manual handling procedure.	<u>L</u>
<u>2</u>	Personnel not adhering to safe operating procedures	Injuries. Damage to equipment.	<u>3</u>	<u>3</u>	<u>M</u>	Training to be conducted with all employees with proof of training available. Supervision to be available to ensure compliance.	<u>L</u>
<u>3</u>	Pollution	Degrading environment . Legal non-compliance. Reputation damage.	<u>3</u>	<u>3</u>	<u>M</u>	EMPR requirements to be incorporated into SHE Management system.	<u>L</u>
<u>4</u>	Facilities as in project specification are not available to the contractor	Delays.	<u>3</u>	<u>2</u>	<u>H</u>	SHE specifications to be given to contractor to ensure effective and safe execution of the scope.	<u>M</u>

<u>5</u>	Clearing and grubbing. Lifting heavy loads by truck mounted crane. Use of hand tools. Shovels, brooms etc. Use of electrical power tools.	Severe injury or death due to offloading operations. Dust inhalation and objects in the eyes. Electrocutio n and or injury due to use of sub-standard power tools.	<u>3</u>	<u>2</u>	<u>H</u>	Area chosen for site establishment is surveyed and potential hazards identified, marked and moved. Clearing of vegetation is done with machinery designed for the task. Only suitably trained and experienced operators are allowed to operate specialised machinery. Constant and competent supervision. An area where containers and other equipment are to be placed is made level on stable ground. Manual handling is restricted to the absolute minimum. Lifting equipment is rated well above capacity of loads to be lifted. Only certified lifting equipment is used. Lift areas are clear of non-essential staff and area barricaded prior to lifting. Lifting is done under the supervision of a qualified rigger.	<u>M</u>
						Staff using shovels, brooms and or picks are positioned at least 2 meters apart to avoid hitting each other. Electric tools and equipment are used only by experienced and competent staff. Electric tools and equipment are inspected prior to use, and no sub-standard equipment is used. Standard PPE is worn to protect lungs, body and eyes. Electrical installations are done by a certified wireman and a C.O.C obtained. Special attention is paid to the welfare of staff, safety of machines, housekeeping, hygiene facilities and the environment.	
<u>6</u>	MEDICAL	Workmen not being physically fit to work on the site.	<u>5</u>	<u>4</u>	<u>L</u>	Management to ensure all workmen receive a medical screening and are fit to work before coming to site.	<u>L</u>
<u>7</u>	RISK ASSESSMENT S	Workmen not informed of the hazards and risks by the client.	<u>3</u>	<u>3</u>	<u>M</u>	Management to ensure that all workmen receive induction by the principal contractor before coming on site.	<u>L</u>

<u>8</u>	SHE DOCUMENTATION	Site specific documentation that is not approved by the client.	<u>3</u>	<u>3</u>	<u>M</u>	Site manager and safety officer to ensure all legal documentation is in place and approved by the client.	<u>L</u>
<u>9</u>	COMPETENCY OF WORKFORCE	Work being carried out by incompetent personnel or unauthorized personnel.	<u>3</u>	<u>3</u>	<u>M</u>	Site manager and safety officer to ensure that all personnel are competent for the type of work being performed and are to be appointed.	<u>L</u>
<u>10</u>	INSPECTION OF MACHINERY, TOOLS & EQUIPMENT	Using of equipment that is defective or damaged.	<u>3</u>	<u>3</u>	<u>M</u>	All equipment to be checked by the principal contractor when arriving on site.	<u>L</u>
<u>11</u>	APPROVE LAYDOWN AREAS	Incorrect placement of office and lay down area.	<u>3</u>	<u>3</u>	<u>M</u>	Area to be designated by the client before offloading and establishment commences.	<u>L</u>
<u>12</u>	OFFLOADING OF STORE CONTAINERS	Climbing up container to access top of the container.	<u>3</u>	<u>3</u>	<u>M</u>	Supervisor to ensure that a ladder is used to access the top of the container.	<u>L</u>
		Workmen hands being caught between containers or other objects.	<u>5</u>	<u>4</u>	<u>L</u>	Rigger to ensure that guide rope is used.	<u>L</u>
		Containers being lowered on to workmen feet.	<u>5</u>	<u>4</u>	<u>L</u>	Workmen to be aware and not stand too close to the container while it is being offloaded.	<u>L</u>
		Truck parked incorrectly.	<u>5</u>	<u>4</u>	<u>L</u>	Supervision to ensure that the truck is parked correctly and in the radius of the crane Lifting area.	<u>L</u>
<u>13</u>	POWER	Incompetent person connecting the power to the container.	<u>3</u>	<u>3</u>	<u>M</u>	Electrician to be used to connect the power to the container.	<u>L</u>
<u>14</u>	TOILETS	Not establishing toilets in a close proximity to the work area or having dirty toilets.	<u>5</u>	<u>5</u>	<u>L</u>	Management to ensure that toilets are strategically place and that the toilets are cleaned and serviced. Service slips and waste disposal slips to be available on-site.	<u>L</u>

<u>15</u>	DRINKING WATER	Not having accessible clean water available to the workforce.	<u>5</u>	<u>4</u>	<u>L</u>	Management to ensure that there is sufficient clean drinking water available.	<u>L</u>
<u>16</u>	EATING AREA	Not establishing an area for the workmen to eat and drink could result in them eating on site where there is a potential of contamination.	<u>5</u>	<u>4</u>	<u>L</u>	Management to ensure that there is a shaded area complete with tables and chairs which is cleaned daily.	<u>L</u>
<u>17</u>	WASTE REMOVAL SYSTEM	Not implementing a site waste removal system could result in a build of refuse on site.	<u>3</u>	<u>3</u>	<u>M</u>	Principal contractor to compile and implement a waste removal system.	<u>M</u>
<u>18</u>	ESTABLISHMENT OF NOTIFICATIONS	No placement of symbolic signs and notices.	<u>3</u>	<u>3</u>	<u>M</u>	Management is to implement signs and notices in all their areas of responsibilities.	<u>M</u>
<u>19</u>	ESTABLISHING OF CHEMICAL STORES	Delivery of chemicals onto site without the necessary information.	<u>3</u>	<u>2</u>	<u>H</u>	All chemicals brought onto site are to be accompanied with the relevant SDS. Training to be provided to all relevant employees and proof of training to be made available.	<u>M</u>
<u>20</u>	INTERACTING	Not conducting meeting or not interacting with the client or other contractors in the area.	<u>5</u>	<u>4</u>	<u>L</u>	Management to interact with the client and other contractors on a daily basis.	<u>L</u>
<u>21</u>	ACCESS CONTROL	Unauthorized access to site.	<u>3</u>	<u>2</u>	<u>H</u>	Management to ensure that all the relevant work and lay down areas are correctly barricaded. Safety Officer and Site Manager to Spot check, Supervisors to ensure compliance.	<u>M</u>

<u>22</u>	ESTABLISHING PPE	Workmen not issued with the Correct PPE.	<u>3</u>	<u>3</u>	<u>M</u>	Management to ensure that the necessary PPE is issued to all workmen and recorded and to also ensure that there is sufficient stock of PPE at all times. Weekly Audits to be conducted and a PPE register to be drafted. All PPE to be used must comply with the requirements identified in the risk assessments.	<u>M</u>
		Workmen not trained in the correct use of their PPE.	<u>3</u>	<u>3</u>	<u>M</u>	Management to ensure that PPE training is conducted by all persons. Safety Officer and supervisors to conduct PPE training after workmen Have Conducted Site Induction.	<u>M</u>
		Workmen not utilizing their PPE.	<u>5</u>	<u>5</u>	<u>L</u>	Supervision to ensure that all workmen utilise their PPE. Daily supervision to be conducted.	<u>L</u>
<u>23</u>	VEHICLES TRAVELLING ON SITE	Vehicles Accidents	<u>3</u>	<u>2</u>	<u>H</u>	Operators to ensure that they obey the road traffic act and site rules. All operators to be authorised, competent and medical fit. Site manager, safety officer and supervision to enforce. Maintain the designated route.	<u>M</u>
		Spotters being caught between vehicles or objects.	<u>3</u>	<u>2</u>	<u>H</u>	Spotters to be made aware of the risks and to be aware of their surroundings. Spotters to be trained as per procedure and to be enforced.	<u>M</u>
<u>24</u>	USING OF LIFTING EQUIPMENT	Incorrect lifting equipment Causing loads to fall.	<u>3</u>	<u>3</u>	<u>M</u>	Competency of rigger to be checked and Rigging study conducted to determine correct lifting equipment and techniques required.	<u>M</u>
		Defective / damaged lifting equipment Causing loads to fall, injuring workmen.	<u>3</u>	<u>3</u>	<u>M</u>	Lifting equipment to be visually inspected daily and inspected monthly by a rigger, findings to be recorded. Supervisor to spot check lifting equipment condition. Yearly load test certificates to be available on-site.	<u>M</u>
		Incorrect use of lifting equipment Causing loads to fall injuring workmen.	<u>3</u>	<u>2</u>	<u>H</u>	Competency of rigger and rigger assistants to be verified. Supervisor to also check rigging.	<u>M</u>

<u>25</u>	USING OF LADDER TO ACCESS ELEVATED WORK AREA LADDER (E.G. CONTAINERS)	Incorrect setup of ladders can cause injuries or Incidents to occur.	<u>5</u>	<u>5</u>	<u>L</u>	Supervisor to ensure the ladder are positioned and placed correctly. Workmen to receive training at toolbox meeting in the correct use of ladders.	<u>L</u>
		Damaged or defective ladder can cause injuries or incidents to occur.	<u>5</u>	<u>4</u>	<u>L</u>	Supervisor to ensure the ladder is inspected by a competent person and is recorded in the appropriate register. Visual inspections to be done before use.	<u>L</u>
		Workmen not properly trained to work on ladders could cause injuries or incidents to occur.	<u>5</u>	<u>4</u>	<u>L</u>	Supervisor to ensure that only trained persons work and support the ladder. Workmen to receive training at toolbox meeting in the correct use of ladders.	<u>L</u>
		Workmen not supporting the ladder at the bottom could cause the ladder to slip.	<u>4</u>	<u>3</u>	<u>M</u>	Supervisor to ensure that a workman is placed at the bottom of the ladder to support it at all times. Workmen to receive training at toolbox meeting in the correct use of ladders.	<u>L</u>
		Unauthorised personnel in the work area can cause incidents or injuries to occur.	<u>3</u>	<u>3</u>	<u>M</u>	Supervisor to ensure that all unauthorised personnel are cleared out of the area. Spotters to be in place. Workmen to ensure work is not permitted above workmen.	<u>M</u>
		Workmen not securing the ladder to the structure could cause incidents or injuries to occur.	<u>5</u>	<u>5</u>	<u>L</u>	Supervisor to ensure that work men tie the top of the ladder with a rope to the structure before commencing work on the ladder. Workmen to receive training at toolbox meeting in the correct use of ladders.	<u>L</u>
		Workmen not attaching	<u>5</u>	<u>5</u>	<u>L</u>	Supervisor to ensure that all work men are issued with a safety harness	<u>L</u>

		themselves with a lanyard to the structure or ladder could fall causing injuries.				and that the work men are attached to the structure at all times. Workmen to do training in the use of safety harnesses. Employees to be trained in the use of the fall protection equipment and medically fit.	
<u>26</u>	DELIVERY TRUCKS ON SITE	People can be run over by trucks delivering / collecting in the area.	<u>3</u>	<u>3</u>	<u>M</u>	Supervision to be provided while delivery of trucks on site. Always look around and be alert. If working in the roadway barricading is to be erected and a spotter assigned. Adequate warning and directional signage to be erected. Delivery trucks to be directed. Pedestrians are to keep to the walkway and stay clear of moving machinery Supervision and spotters to enforce.	<u>M</u>
		Travelling on site. People being knocked over by the truck.	<u>5</u>	<u>3</u>	<u>M</u>	Traffic signs to be adhered to by the operator. Spotters to be used when truck is moving. No unauthorised drivers on site. All site drivers to have valid proof of competency and valid medical fitness certificates.	<u>M</u>
		Positioning of the vehicle at the offloading point. Damage to surroundings.	<u>5</u>	<u>4</u>	<u>L</u>	Ensure that there are no trees, overhanging lines, building obstructions and that the ground is compacted. Inspection of the area before delivery date.	<u>L</u>
		Truck moving while offloading.	<u>5</u>	<u>3</u>	<u>M</u>	Driver to ensure that the truck's park brake is applied before leaving the cab. Stop blocks to be used while prepping for the offloading process. Delivery drivers and their assistants must read and sign available risk assessments and method statements.	<u>M</u>
		If reversing of the truck. Damage to surroundings.	<u>5</u>	<u>5</u>	<u>L</u>	Area to be cleared by the supervisor. Spotters to be used when truck is reversing.	<u>L</u>

2. MATERIAL HANDLING

<u>NO</u>	<u>HAZARD IDENTIFICATION</u>	<u>RISK ASSOCIATED WITH HAZARD</u>	<u>SEVERITY</u>	<u>PROBABILITY</u>	<u>RISK RATING</u>	<u>CONTROL MEASURES</u>	<u>RESIDUAL RISK</u>
<u>1</u>	Vehicles operators don't observe.	Injuries. Damage to equipment.	<u>2</u>	<u>2</u>	<u>H</u>	Operators to ensure safe driving and observe continuously and be aware of oncoming traffic and pedestrians.	<u>M</u>
<u>2</u>	Vehicles not roadworthy.	Injuries. Damage to equipment.	<u>1</u>	<u>4</u>	<u>H</u>	All machinery is on planned maintenance system, and pre-use inspections are done every shift.	<u>M</u>
<u>3</u>	Vehicles operating at steep inclines and	Brake failure, collision, injuries to	<u>1</u>	<u>3</u>	<u>H</u>	Daily vehicle inspections, regular service and maintenance of vehicles. Management to sign off daily vehicle inspections.	<u>M</u>
<u>4</u>	Vehicles run over employees or other smaller vehicles.	Incompetent operators, unauthorized use of vehicles. Injuries to employees. Fatalities. Collisions	<u>1</u>	<u>3</u>	<u>H</u>	All vehicles must be fitted with an amber rotary light and buggy whip. Ensure traffic controllers placed at strategic points. Daily vehicle inspections, regular service and maintenance of vehicles. Management to sign off daily vehicle inspections.	<u>M</u>
<u>5</u>	Extreme dust creation.	Environmental pollution. Health impact.	<u>5</u>	<u>1</u>	<u>M</u>	Ensure adequate supply of road watering (dust suppression). Speed limits and signs.	<u>L</u>

3. MOBILE MACHINERY

NO.	HAZARD IDENTIFICATION	RISK ASSOCIATED WITH HAZARD	SEVERITY	PROBABILITY	RISK RATING	CONTROL MEASURES	RESIDUAL RISK
1	Operator intoxicated / under the influence (Drugs, liquor, medicine, etc.)	Legal liability. Injuries. Damage Cost	4	3	L	All operators will be randomly tested	L
2	Operator not adequately trained.	Legal liability. Injuries. Damage Cost	1	3	H	All operators are trained and competent.	M
3	Vehicle not isolated when left unattended.	Injuries Damage to equipment	1	3	H	Lock out procedures to be implemented and enforced.	M
4	Operator not following normal operating procedures (Inspections, brake testing, etc.)	Injuries Damage to equipment	1	3	H	Continuous training and effective supervision.	M
5	Vehicle operated without authority.	Injuries Damage to equipment	1	3	H	Ensure all operators appointed. Lock out procedure to be implemented.	M
6	Spillage of diesel when filling up.	Pollution Costs.	5	3	L	Ensure training is provided for the refuelling of plant and equipment. Ongoing supervision / inspection. Spill kit available on site for spillages	L
7	Vehicle fire extinguisher not available or functional.	Injuries Damage to equipment	5	4	L	Ensure all fire extinguishers are on register and inspected.	L

8	Runaway vehicle in decline.	Serious injuries. Fatalities. Serious damage to equipment	1	4	H	Daily vehicle inspections, regular service and maintenance of vehicles. Management to sign off daily vehicle inspections.	M
9	Overtaking	Serious injuries. Fatalities. Serious damage to equipment	2	2	H	No overtaking will be permitted. Adherence to speed limits.	M
10	Not following procedures when doing maintenance on vehicles	Financial losses Serious damage to equipment	5	4	L	All personal do planned maintenance are qualified and over inspections are done to ensure compliance	L
11	Not following safe distance	Serious injuries. Fatalities. Serious damage to equipment	4	4	L	All operators must always follow safe distance. Constant supervision to be implemented.	L
12	Slippery / muddy surface	Serious injuries. Fatalities. Serious damage to equipment	4	4	L	Operators must reduce speed and be in control off their vehicle. Road to be maintained to ensure safety of the road users.	L

4. GENERAL

NO.	HAZARD IDENTIFICATION	RISK ASSOCIATED WITH HAZARD	SEVERITY	PROBABILITY	RISK RATING	CONTROL MEASURES	RESIDUAL RISK
1	Inadequate security.	Lack of planning. Financial loss.	5	1	M	Draft procedure for both site visitors and delivery.	L
2	Inadequate emergency management. (Response times, teams, facilities, ambulances, etc.)	Legal non-compliance. Serious incidents. Legal liability claims.	3	4	L	Review adequacy. Ensure contractors are informed of emergency procedures. Ensure emergency procedures are relevant to risk exposure.	L
3	Lack of communication between various parties.	No communication structure. Misinformed. Apathy. Differing agendas.	3	4	L	Establish meeting structure. Draft reporting structure. Contract documentation.	L
4	Fires in building or offices.	Injury to people and damage to property. Loss of vital documents. Financial losses.	5	4	L	Adequate and strategically placed firefighting equipment to be available. Appointed and competent fire fighters to be available.	L
5	Sub- standard conditions in ablution / eating facilities.	People are exposed to various diseases.	5	4	L	Regular cleaning to be conducted. Cleaning register and service slips to be available.	L
6	Late Removal and disposal of domestic refuse.	Breeding of pests resulting in possible ill health.	5	4	L	Arrange for regular refuse removal and disposal at authorized disposal sites. Consider pest control program.	L
7	Failure to provide pre-employment and exit medical examinations.	Claims of ill health and compensation for ill health. Legal non-compliance.	4	3	L	All employees must have pre-employment and exit medicals conducted.	L

8	Unauthorized access.	Legal liability. Non-employees exposed to site hazards.	3	4	L	Access control. Site visitors' procedure. Supervision. Notices.	L
9	Labour unrest.	Interruption of production activities, damage to property or injury to persons.	3	4	L	Maintain regular communication systems between management and employees.	L
10	Persons being exposed to hazardous chemical products.	Serious injury or ill health to persons. Property damage—explosions.	3	3	M	A detailed list of all information regarding the properties of the product, handling, storage and communicated to all people who are required to use such products. SDS for all chemicals to be available on-site with training provided for all affected employees, with proof of training available on-site.	L
11	Inadequate lighting resulting in the inability to identify hazards during night operations.	Injuries. Damage to equipment.	1	2	H	All night work to be approved and in accordance Section 17 of the BCEA.	M
12	Inadequate housekeeping.	Slip, trip and falls.	5	4	L	All employees to ensure their workplace are kept clean and tidy. Supervision to monitor.	L
13	Not adhering to Rail crossing signs.	Injuries. Damage to equipment.	1	2	H	All divers must stop at the rail crossing.	M
14	Not obtaining equipment risk assessments before delivery.	Injuries. Damage to equipment.	3	3	M	Management to ensure risk assessments are communicated for any delivery of equipment and training conducted with the relevant employees. Proof of training to be available on-site.	L
15	Incompetent employees (lack of proof of education).	Injuries. Damage to equipment.	5	4	L	Management to ensure all relevant employees are in possession of valid proof of competency and reviewed periodically.	L
16	Intoxication of employees.	Injuries. Damage to equipment.	5	3	L	No liquor allowed on site. Operators will be regularly tested. Random alcohol tests to be conducted in accordance with the contractors Policy.	L
17	Inadequate loading off ADT.	Injuries. Damage to equipment. Spillage.	2	3	H	Operators to ensure not to overload vehicles as material can fall off. Adhere to loading procedures.	M

5. TRANSPORTATION AND ACCOMMODATION OF CONTRACTOR PERSONNEL

<u>NO.</u>	<u>HAZARD IDENTIFICATION</u>	<u>RISK ASSOCIATED WITH HAZARD</u>	<u>SEVERITY</u>	<u>PROBABILITY</u>	<u>RISK RATING</u>	<u>CONTROL MEASURES</u>	<u>RESIDUAL RISK</u>
<u>1</u>	Unsafe actions by drivers.	Not trained. Negligence. Serious injuries. Fatalities.	<u>2</u>	<u>3</u>	<u>H</u>	Verify driver training and licences. Verify vehicle maintenance and inspections.	<u>M</u>
<u>2</u>	Unhygienic conditions at areas of residence.	Health problems. Reputation damage. Loss of time. Unhappy employees.	<u>5</u>	<u>3</u>	<u>L</u>	Adequate housekeeping to be maintained. Management and supervision to conducted regular inspections.	<u>L</u>
<u>3</u>	Inadequate hygiene facilities.	Health problems. Reputation damage. Loss of time. Unhappy employees.	<u>5</u>	<u>3</u>	<u>L</u>	To compile with construction regulations 2014 section 30.	<u>L</u>
<u>4</u>	Unwanted access.	Theft. Health risks.	<u>5</u>	<u>3</u>	<u>L</u>	Access control to be implemented and enforced at main entrance.	<u>L</u>

D4. APPLICATION FOR CONSTRUCTION WORK PERMIT

~~Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.~~

~~A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.~~

D5. NOTIFICATION OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

D6. HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

D7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

D7.1 Appointments

The Contractor shall appoint in writing all employees.

The Contractor shall appoint in writing all subcontractors, and such appointments shall be in compliance with the requirements of Construction Regulation 7.

D7.2 Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

D7.3 Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

D8. APPOINTMENT OF SAFETY PERSONNEL

D8.1 Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager where justified by the scope and complexity of the works.

D8.2 Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing a part-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

D8.3 Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

D8.4 Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

D8.5 Health and safety committee

In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

D8.6 Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with **all** requirements of the Construction Regulations.

D9. RECORDS AND REGISTERS

The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

D10. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) in terms of C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

D11. MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

(a) Health and safety plan

The Contractor shall assess the risks associated with the Works when preparing the health and safety plan. In addition, the Contractor shall implement the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administering the health and safety plan and for supplying all transport, personal protection safety items, other health and safety equipment, safety notices and any other health and safety related items that are required on site. Provision is made for the costs of preparing and implementing the health and safety plan in item C1.2.5 of the Bill of Quantities.

(b) Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons, all as referred to in subclauses E8.1 to E8.6 above. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons, and for

which no separate additional payment will be made except to the extent provided in item C1.2.5 of the Bill of Quantities.

(c) Records and registers

The keeping of records and registers related to health and safety on site as described in clause E9 above shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices, and for which no separate additional payment will be made except to the extent provided in item C1.2.5 of the Bill of Quantities.

(d) Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such medical certificates, and for which no separate additional payment will be made except to the extent provided in item C1.2.5 of the Bill of Quantities.

D12. SITE OHS CONSIDERATIONS

<u>Items</u>	<u>Client Specific Requirements</u>
<u>Site Office location</u>	The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
<u>Site Establishments</u>	- The following welfare facilities must be provided for in a clean and suitable condition, unless agreement with the Client/Agent's representative has been confirmed regarding the use of existing facilities (Refer to Construction Regulation and BCEA): - Shower facilities for both genders Males and females. - Sanitary facilities for both genders Males and females. - Changing facilities for both genders Males and females. - Fully boarded enclosed eating areas with enough dining table and chairs. - Drinking water at strategic locations on site. - Safe pedestrian's walkways. - OHS charts including all acts and all regulations charts to be posted on the notice board /eating area for the convenience of information to workers. - Water for consumption purposes shall be drawn only from taps in dining areas and ablution blocks and at points on Site marked "drinking water".
<u>Extreme weather conditions</u>	If the weather condition poses a threat to the health & safety of employees, be it extreme heat, cold, lightning or any adverse weather condition appropriate safety measures have to be taken.
<u>Change to scope of work</u>	Should there be changes to the original scope of work, the Principal Agent shall inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
<u>Safety Plan Submission</u>	The successful Tenderer shall submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
<u>Bylaws</u>	The Principal Contractor shall incorporate any aspects of the Local Municipal bylaws which affect the Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
<u>Method Statement and Risk Assessment for construction work</u>	- To comply with Construction regulations 9 and to also address environmental issues (<i>See the attached baseline risk assessment to be considered by both the designer and the principal contractor</i>). - The Principal Contractor is required to perform project specific method statement risk assessments, compile Safe Working Procedures for each activity executed in the project. The risk assessment shall be performed by a competent person and shall form part of the health and safety plan to be applied on the site. - The risk assessment shall include: - identification of the risks and hazards to which persons may be exposed to. - analysis and evaluation of the risks and hazards identified. - a monitoring plan and review plan. - The Principal Contractor shall ensure that all Contractors are informed regarding any hazards that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessments monitoring and review plan of the relevant site.

<u>Fall protection</u>	• <u>To comply with Construction regulations 10, as to properly protect employees from falling off elevated positions or falling into floor openings.</u> • <u>Any work undertaken at height above ground level where there is a fall risk.</u> • <u>Employees working in elevated positions shall be trained to do this safely, without risk and compliant with legislation. Proof to be available on file.</u> • <u>The Risk Assessment shall take the possibility into account of persons falling through fragile material and other openings.</u> • <u>Edge protection and protection of floor openings need to be of such a manner</u>
<u>Temporary work</u>	• <u>To comply with Construction Regulations 12</u>
<u>Excavations</u>	• <u>To comply with Construction regulations 13 and the following:</u> • <u>If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material shall be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.</u> • <u>No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.</u> • <u>Adequate provisions shall be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain</u> • <u>All excavations made by the Principal or Subcontractors shall be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible.</u> • <u>Excavated trenches shall be barricaded with an orange netting in ensuring high visibility to the public and such barricades shall be attached with a warning sign of deep excavation.</u> • <u>Daily inspections excavations shall be by a competent person.</u> • <u>Inspection after inclement /adverse weather conditions shall be done by an appointed competent person.</u> • <u>Access into the excavation shall be in the form of an aluminium ladder that is suitable to the size of the excavation, NB no homemade ladder allowed on site.</u>
<u>Construction vehicles and mobile plant</u>	• <u>All Construction Plant and vehicle shall comply with the requirement of Construction Regulation 23.</u> • <u>All Construction Plant and vehicle shall be operated and inspected by a person who has received appropriate training, is certified competent and in possession of proof of competency and is appointed in writing.</u>
<u>Electrical installations and machinery on construction sites</u>	<u>Temporary Installations Inspections</u> <u>Where contractor camps are to be established then the requirements of Construction regulation 24 the Electrical Installation Regulations and the Electrical Machinery regulations shall be adhered to.</u> <u>When construction work is to be performed in urban areas and occupied rural areas, prior to start work and throughout the progress of work, all contractors are required to ascertain as to what services are buried underground and take the necessary precautions to prevent damage to such services.</u>

	<u>Earth leakages</u> All earth leakage devices that have been installed in any electrical system shall be subjected to the relevant testing and operation on a regular basis. Where earth leakage devices have not been installed in old electrical systems, then all work shall be done through a portable earth leakage, unless such electrical equipment and or tools are of the double insulated type.
<u>Use and temporary storage of flammable liquids on construction sites</u>	• The Principal Contractor is to appoint a competent person to control the storage, use and transportation of any Hazardous Chemical Substances. • All employees shall be adequately and comprehensively informed and trained with regards to the potential risks to health caused by exposure. • All hazardous chemical substances storage areas shall have an area with a bund wall /drip trays to be used during the decanting of hazardous chemicals. • Hazardous chemical stores shall be constructed in a manner that there is enough ventilation to prevent any chemical vapours and smell that might harm the workers and environment. • Hazardous chemical store shall be labelled with no naked flame and no smoking sign inside and outside. • A firefighting (DCP) equipment shall be installed between 3 meter and 5 meters away from the hazardous chemical storage area, such firefighting equipment shall be free of obstruction, covered to prevent any excessive sunlight and wind conditions. • A list of all the identified Hazardous Chemical Substances shall be available on site. • Material Safety Data Sheet indicating hazardous properties and emergency procedures in case of incident shall be available on site.
<u>Water environments</u>	• A contractor shall provide suitable drinking water for all their employees (free of charge) whilst working in the field. Every effort must be made to keep the water as cold as possible. A principal contractor shall provide enough water for hands washing and bathing of workers on site.
<u>Housekeeping and general safeguarding on construction sites</u>	• To comply with Construction Regulation 27 and the following: - Contractor to designate areas for placing refuse and rubble prior to being removed from site. - Contractor shall implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction. - Refuse to be separated for recycling purposes. - Hazardous materials such as asbestos may not be included in general rubble and need to be disposed of as per applicable legislative requirements.
<u>Stacking and storage on construction sites</u>	• To comply with Construction Regulation 28. - The Principal Contractor must appoint in writing a stacking supervisor. Storage areas must be designated, kept neat and under control.
<u>Fire precautions on construction sites</u>	• To comply with Construction Regulation 29 and the following. - No smoking may be permitted on site except in designated smoking areas

<u>Construction employees' facilities</u>	• <u>To comply with Construction Regulation 30 and the following.</u> - <u>Gender signs to be placed at appropriate locations.</u> - <u>All welfare facilities to be kept in a hygienic condition at all times.</u> - <u>Employees to be trained in good hygiene practices</u>
<u>Public Safety & Signage</u>	• <u>The Principal Contractor engaged in construction work shall ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers.</u> • <u>Appropriate signage shall be posted at conspicuous points within and around the perimeter of the site. The steps to comply with this requirement shall be outlined in the OHSE Plan.</u> • <u>The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks, they may be exposed to and what measures are in place to control these hazards and risks</u> • <u>The entire project site shall be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways shall be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.</u> • <u>Whenever it is necessary to maintain public use of work areas (such as sidewalks, ramps, entrances to buildings, corridors, or stairways), the public shall be protected with appropriate guardrails, barricades, temporary fences, overhead protection, or temporary partitions and hoarding. The public shall also be adequately protected from any work created hazards, such as excavations. Appropriate warnings, signs, warning lights and instructional safety signs shall be conspicuously posted and placed where necessary.</u> • <u>The public shall also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.</u>

<u>On Site Health and Safety Training & Induction</u>	• <u>The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file.</u> • <u>The Principal Contractor shall ensure that the school induction where construction is going to be done, undergo a risk-specific health & safety induction training session on arrival of a contractor to the new site. This will give a crucial orientation to the scholars and educators to understand the hazard and risk of construction activities in a nearby prohibited areas(s). A records of such induction must have a school principal's signature, school stamp and or signature any SGB authorised personnel.</u> • <u>The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. The above should also cover all sub-contractors that are onsite.</u> • <u>All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.</u>
<u>General Record Keeping</u>	• <u>The Principal Contractor and all Subcontractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which shall be present on site at all times. The Principal Contractor shall ensure that every Subcontractor opens its own health & safety file, maintains the file and makes it available on request.</u>
<u>Health & Safety Audits, Monitoring and reporting</u>	• <u>The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Subcontractors appointed by them at least once a month. Detailed audit reports shall be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or it's duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.</u>
<u>Emergency Procedures</u>	• <u>The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:</u> <u>1. List of key competent personnel.</u> <u>2. Details of emergency services.</u> <u>3. Actions or steps to be taken in the event of the specific types of emergencies.</u> <u>4. Information on hazardous material/situations.</u>
<u>First Aid Boxes and First Aid Equipment</u>	• <u>The appointed First Aider(s) to be in possession of a valid first aid training certificate. Valid certificates are to be kept in the Site Safety File. All Subcontractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub- Contractor in writing.</u>

<u>Accident / Incident Reporting and Investigation</u>	Injuries are to be categorised into Near miss, first aid, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor shall stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors must report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents shall be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or its duly appointed Agent. All medical reports from the doctor as from WCL 2, WCL 4 and WCL 5 reports shall be communicated to the client's project manager appointed for the project and copy all project management stakeholders.
<u>Hazards and Potential Situations</u>	- The Principal Contractor shall immediately notify other Subcontractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities. - Should a hazardous situation require work stoppages, the work shall be stopped and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
<u>Personal Protective Equipment (PPE) and Clothing</u>	- The Principal Contractor shall ensure that all workers are issued with the required PPE as required by the risks associated with the activities, they perform free of charge. The minimum PPE to be worn on site will be Safety Shoes/Boots, reflector vests, Overalls. No Visitors may enter the site without Safety Shoes/Boots and reflector vests. The Principal Contractor and all Subcontractors shall make provision and keep adequate quantities of SABS always approved PPE on site. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with: - Lost or stolen PPE. - Worn out or damaged PPE replacement. - Employees not utilising PPE as required - The above procedure applies to Principal Contractors and their appointed Sub-Contractors, as they are all employers in their own right.
<u>Speed Restrictions and Protections</u>	- Unless otherwise stipulated, the maximum speed limit on sites shall be limited to 40 km/h. - Vehicle movement routes on site shall be clearly indicated where applicable. - Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, shall be displayed in strategic locations.
<u>Hazardous Chemical Substances (HCS)</u>	- To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated. - In addition to the abovementioned, Safety Data Sheets shall be kept on site for all materials, which may contain hazardous chemical substances.
<u>Hazardous Biological Agents</u>	The Regulations for Hazardous Biological Agents 2022 lists coronavirus as a listed hazardous biological agent, classed as Group 3. It therefore places legal responsibilities on employers in respect of employers to limit the exposure and mitigate the risks of infection by SARSCoV-2 and other risks associated with exposure to hazardous biological agents in the workplace

<u>Fire Extinguishers and Fire Fighting Equipment</u>	• The Principal Contractor and Sub-Contractors shall allow for and provide adequate provision of regularly serviced temporary firefighting equipment located at strategic points on site, specific for the classes of fire likely to occur. • The appropriate notices and signs shall be allowed for and be erected as required. • Contractors may not utilize fire protection equipment belonging to the Client without prior consent.
<u>Ladders and Ladder Work</u>	• The Principal Contractor shall allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle. • Records of inspections shall be kept in a register on site.
<u>General Machinery</u>	• To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
<u>Portable Electrical Tools and Hand Tools</u>	• The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order. • The Principal Contractor shall ensure all portable electrical Equipment is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site SHE files. • The Principal Contractor shall allow for and ensure the following in relation to hand Tools: 1) That a "Competent Person" undertakes routine inspections and records are kept on site. 2) That only authorized trained persons use the tools. 3) That safe working procedures apply. 4) That PPE is provided and used.
<u>High Voltage Electrical Equipment Installations and Equipment</u>	• All Employees shall be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and ensure that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment. • Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools shall be used.
<u>Adequate Lighting</u>	• All Contractors shall allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.

<u>Transportation of Workers</u>	In addition to Construction Regulation 23 the following will apply: 1) <u>The Principal Contractor and Sub-Contractors shall not:</u> • <u>Transport persons together with goods or tools unless there is an appropriate area or section of the vehicle in which to store such goods.</u> • <u>Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.</u> • <u>Permit workers to stand or sit on the edge of the transporting vehicle.</u> • <u>Transport workers in LDVs unless they are closed/covered and have the correct number of seats for the passengers</u> • <u>No driver may transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.</u> 2) <u>The driver of any LDV may not permit more than two passengers to occupy the cab of any LDV.</u> 3) <u>Drivers of such vehicles shall have a valid driver's license for the code of vehicle being driven by them.</u> 4) <u>No servicing of vehicles will be permitted on a Construction Site. No Vehicles or machinery leaking oil will be permitted on site due to the risk posed to the environment.</u> 5) <u>Any oil or diesel spilled on site shall be cleaned up as per accepted environmental practice.</u> 6) <u>In the event that Earth Moving Machinery is present on site the following shall be adhered to:</u> - <u>Drivers of vehicles shall be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.</u> - <u>Right of way shall be afforded to earth moving machinery at all times.</u> - <u>Vehicles shall only be permitted to park, where possible, in designated areas</u>
<u>Occupational Hygiene</u>	• <u>Occupational exposure is a major problem, and all Contractors shall ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.</u> • <u>All Contractors shall prevent inhalation, ingestion and absorption of any harmful chemical or biological agents.</u> • <u>Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.</u>

<u>Environmental Management</u>	• <u>The Principal Contractor and Sub-Contractors shall comply with the requirements of NEMA Act.....</u> • <u>The Principal Contractor shall develop a waste management plan, implement and maintained it onsite</u> • <u>Cement mixing to be done at a predetermined location on site which shall include a solid, slab, and bund edges to prevent runoff.</u> • <u>Contaminated run off water from the site shall be treated such as to ensure that it does not pose a risk to the environment.</u> • <u>Any material which may have a harmful effect when disposed of by normal means shall be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.</u> • <u>The Principal Contractor shall allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.</u> • <u>Plans to deal with spillages shall be in place and maintained.</u> • <u>No waste materials (liquid or solid) may be disposed of in drains.</u> • <u>No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees, or any other person present on site.</u> • <u>The Principal Contractor shall develop a waste management plan with relations to desludging, transportation and disposal of microbiological waste and proof of disposal (Disposal certificate of toilet waste) as well as servicing of chemical toilets.</u>
<u>Alcohol and other Drugs</u>	• <u>No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor</u> • <u>No person may be under the influence of alcohol or any other drugs while on the construction site.</u> • <u>Any person on the construction site who is on prescription drugs shall inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.</u> • <u>Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance shall report this to his/her Employer, who in turn shall report this to the Principal Contractor forthwith.</u> • <u>Appointed contractor to establish a drugs and alcohol policy to determine a disciplinarily process for employees found under the influence of drugs and alcohol while on duty.</u>

ANNEXURE 2

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations, 2014)**

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
.....
.....
- (b) Name and telephone number of principal contractor's contact person:
.....
2. Principal contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
.....
- (b) Name and telephone number of client's contact person or agent:
.....
4. (a) Name and postal address of designer(s) for the project:
.....
.....
- (b) Name and telephone number of designer's(s') contact person(s):
.....
.....
5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):
.....
6. Name(s) of principal contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
.....

ANNEXURE 2 – Continued

8. Expected commencement date:

9. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: Male: Female:

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already selected:

.....

.....

.....

.....

.....

Principal Contractor

Date

.....

.....

Client's Agent (where applicable)

Date

.....

.....

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

C3.3 PARTICULAR SPECIFICATIONS

PART E: EXPANDED PUBLIC WORKS PROGRAMME

PART E: EXPANDED PUBLIC WORKS PROGRAMME

E1. SCOPE

This part provides the specifications with regard to the following:

- (a) The Expanded Public Works Programme (EPWP)

The Contractor shall be required to participate in job creation (employment of local labour) by executing various portions of the Works using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project). Such local labour shall be the targeted participants in the EPWP.

E2. EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

E2.1 Labour enhanced construction, supervision and management for the Expanded Public Works Programme (EPWP)

The Expanded Public Works Programme (EPWP) is a multi-sectoral government initiative to create jobs. In the case of the infrastructure sector, existing government expenditure is realigned using labour enhanced technologies to create job opportunities. This involves the use of both labour and construction equipment, where labour is preferred and construction equipment is used appropriately.

All work undertaken in terms of the Expanded Public Works Programme (EPWP) shall be implemented using labour enhanced construction methods to the extent economically feasible, in accordance with the "Guidelines for the Implementation of Labour-Enhanced Infrastructure Projects under the Expanded Public Works Programme (EPWP) Third Edition 2015".

The aforementioned guidelines can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

Items scheduled for labour-intensive construction are marked with the letters "LI" in the bill of quantities in the manner described in C2.1 Pricing Assumptions.

Contractors shall note that they shall employ in labour-enhanced works only the following supervisory and management staff that have completed the required Skills Programme in terms of Appendix C of the aforementioned guidelines:

- (a) Foremen / Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes";
- (b) Site Agent / Construction Manager at NQF level 5 "Manage Labour-Enhanced Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.

In addition to their normal supervisory and management functions, the aforementioned supervisory and management staff shall also be responsible for setting the workers' daily tasks in accordance with labour-enhanced construction principles, and for ensuring that the EPWP job creation reporting data is accurately recorded on a daily basis and compiled and submitted to the Employer each month in accordance with clause E4 of this PART E.

E2.2 Labour laws applicable to the Expanded Public Works Programme (EPWP)

The work to be undertaken on this contract by unskilled or semi-skilled workers under the Expanded Public Works Programme (EPWP) shall be implemented in accordance with:

- (a) the Code of Good Practice for Employment and Conditions of Work for Expanded Public Works

Programmes (EPWP), issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. 129 of 18 February 2011 (Government Gazette No. 34032 of 18 February 2011); and

- (b) Ministerial Determination 4: Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R347 of 4 May 2012.

The aforementioned Government Notice No. R347 contains the standard terms and conditions for workers employed in elementary occupations on an Expanded Public Works Programme (EPWP). These terms and conditions do not apply to persons employed in the supervision and management of an Expanded Public Works Programme (EPWP).

The above documents can be downloaded from the EPWP website of the Department of Public Works (<http://www.epwp.gov.za/>).

E2.3 Persons to be employed under the Expanded Public Works Programme (EPWP)

All local labour required for the execution of labour-enhanced works shall be engaged strictly in accordance with prevailing legislation.

The Contractor shall, through the Project Liaison Committee (PLC) and with the assistance of the Community Liaison Officer (CLO), inform the local community of the labour-enhanced works proposed and the employment opportunities thereby presented.

The Contractor shall determine the minimum education level / skills required to undertake the works specified. In consultation with the PLC and the War Room convener for each relevant ward, selection of the local labour shall be made from households on the Operation Sukuma Sakhe (OSS) database profiled through the War Room for each ward. The list obtained from the OSS database must be accompanied by a letter from the War Room convener confirming that all the information provided was sourced from the War Room and that all listed incumbents reside within the relevant ward. The Contractor must maintain records of household profiles as part of the portfolio of evidence for selection. Selection shall be based on the minimum education level / skills required and the most-needy households, as determined by the household profiling. Preference shall be given for at least one person from each household in the community to be employed before further persons are considered for selection.

The Contractor shall endeavour to ensure that the number of temporary jobs using local labour (unskilled or semi-skilled), recruited from the local community, who are South African Citizens or foreigners in possession of a work visa issued by the Department of Home Affairs (only one such foreigner may be employed on any project), shall include for a minimum allocation of:

- (a) 60% women;
- (b) 55% youth who are between the ages of 18 and 35; and
- (c) 2% persons with disabilities.

All labour recruitment, employment and associated risks shall remain the sole responsibility of the contractor.

The contractor shall comply with the minimum supervisor to worker ratio stated below, required to ensure the effective supervision of the labour-enhanced works for all LI activities undertaken on this project:

Minimum supervisor to worker ratio = 1:10

E2.4 Contract of employment with persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall enter into a formal contract of employment with each person employed under the Expanded Public Works Programme (EPWP), using the pro forma contract of employment attached at the end of this PART E of section 3.3 Particular Specifications.

The Contractor shall note that all such formal contracts of employment entered into with persons employed

under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year.

E2.5 Employment of targeted labour under the Expanded Public Works Programme (EPWP)

The Contractor shall be contractually obliged to:

- (a) brief EPWP workers on the conditions of employment;
- (b) enter into a formal contract of employment with each EPWP worker, which contract will form part of the Employment Agreement;
- (c) keep personnel files for all EPWP workers and make copies available to the Employer if and when requested; and
- (d) ensure that payments to EPWP workers are made in accordance with Government Notice No. R347.

The rate of pay for persons employed under the Expanded Public Works Programme (EPWP) shall be the gazetted rate:

- (i) per task (for task-rated workers); or
- (ii) per day (for time-rated workers).

During those periods when an EPWP worker is engaged in formal classroom training (other than in-service training), the rate of pay shall be equal to the minimum wage rate as set on an annual basis in the Ministerial Determination for the Expanded Public Works Programme.

Tasks set by the Contractor shall be such that:

- (a) the average EPWP worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest EPWP worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken per week to complete the tasks set does not fall within the limits indicated in (a) and (b) above.

E2.6 Training of persons employed under the Expanded Public Works Programme (EPWP)

The training of persons employed under the Expanded Public Works Programme (EPWP) is described in clause E4 below.

E2.7 Contractor's obligations towards persons employed under the Expanded Public Works Programme (EPWP)

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the EPWP work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the EPWP workers:

- (a) ensure that all participants are covered by the Compensation for Occupational Injuries and Diseases Act, 1993, for as long as they are contracted to the Contractor, and pay in full to the Compensation Commissioner such amounts as are due in terms of the Act;
- (b) pay in full to the Unemployment Insurance Fund for all participants such UIF contribution amounts as are due in terms of the Unemployment Insurance Act, 2001, as amended, and the Unemployment Insurance Contributions Act, 2002, as amended, and provide proof of such UIF payments upon request;
- (c) ensure that all participants are paid their wages on time through the pre-agreed payment method as stipulated in the participant contract of employment;
- (d) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (e) ensure that all participants receive induction on site safety prior to commencing with work on site;

- (f) provide all participants with the necessary protective clothing and equipment as required by law for the specific tasks in which the participants are involved, in addition to the branded overalls stipulated for EPWP workers;
- (g) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (h) assist in the assessment of participants with regard to their competencies;
- (i) provide overall supervision and day-to-day management of participants; and
- (j) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

E2.8 Apparel and tools for persons employed under the Expanded Public Works Programme (EPWP)

The Contractor shall provide Personal Protective Equipment (PPE) to all EPWP workers in accordance with the requirements arising from PART D: OHS 1993 Health and Safety Specification and the Contractor's site-specific health and safety plan and accompanying risk assessments.

Where indicated below, certain items of the PPE issued by the Contractor to the EPWP workers shall include branded EPWP markings in accordance with the attached branding requirements.

PPE shall comprise the following:

- (a) Compulsory PPE issued to all EPWP workers for use during general work activities:
 - (i) Protective overalls (two sets), Pantone Yellow in colour, with EPWP branding;
 - (ii) Lime green reflective safety vest with EPWP branding;
 - (iii) Protective footwear; and
 - (iv) Protective gloves.
- (b) PPE issued to EPWP workers for specific activities where required in terms of the Contractor's site-specific health and safety plan and accompanying risk assessments, such as:
 - (i) Protective headwear, green in colour, with EPWP branding;
 - (ii) Protective eyewear such as spectacles and goggles;
 - (iii) Protective face shields;
 - (iv) Protective earplugs and earmuffs;
 - (v) Respiratory masks;
 - (vi) Disposable safety apparel;
 - (vii) Kidney belts;
 - (viii) Safety harnesses; and
 - (ix) Any other protective equipment identified.

The Contractor shall replace any item of issued PPE that becomes unserviceable.

The Contractor shall not charge any fee to the EPWP workers for the prescribed PPE issued except under the following circumstances:

- (i) where the employee requests the issue of additional PPE in excess of what is prescribed;
- (ii) where the employee has patently abused or neglected the issued PPE leading to early failure; or
- (iii) where the employee has lost the issued PPE.

The Contractor shall instruct and train the EPWP workers in the use of all PPE issued, and shall ensure that they use the prescribed equipment.

EPWP workers shall not have the right to refuse to use or wear the equipment prescribed by the Contractor. If it is not possible for an EPWP worker, through health or any other reason, to use or wear the prescribed PPE issued, such employee shall not be allowed to continue working under the hazardous conditions for which the equipment was prescribed. Under such circumstances an alternative solution shall be found, and this may include relocating or discharging the employee.

The Contractor shall provide each EPWP worker with hand tools of adequate quality and of the type required to carry out the assigned tasks safely and efficiently.

The Contractor shall instruct and train the EPWP workers in the safe and efficient use of all hand tools issued.

The Contractor shall maintain the issued tools in a serviceable and safe working condition.

The EPWP workers shall be responsible for the safe on-site storage of all PPE and tools issued to them, using the storage facilities provided on site by the Contractor.

No separate payment shall be made for providing the EPWP workers with PPE, or for providing relevant items of PPE in the specified colours with branded EPWP markings. Furthermore, no separate payment shall be made for providing the EPWP workers with hand tools or for providing them with safe storage facilities on site for PPE and tools. The Contractor shall therefore make provision for all costs related to providing the PPE, tools and safe storage facilities in the tendered rates and prices for the various items of work scheduled throughout the bill of quantities.

E2.9 EPWP contract signboard

The Contractor will be required to erect a contract signboard displaying the EPWP logo, indicating that this project is part of the Expanded Public Works Programme (EPWP). Provision for the costs related to the provision, erection and subsequent removal of the contract signboard is made in pay item provided in chapter 1.3 of the bill of quantities for this purpose.

E2.10 Payment matters relating to the EPWP work

E2.10.1 General

No separate pay items shall be provided in terms of PART E of the bill of quantities for the construction work activities carried out by EPWP participants. Payment for such work activities shall be made only indirectly, in terms of the pay items scheduled for the work activities in which such persons are engaged.

Furthermore, no direct payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the EPWP participants, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities.

E2.10.2 Payment for labour-enhanced components of the work

Payment will be made for items which are designated for labour-enhanced construction in the bill of quantities only in those instances where such items are constructed using labour-enhanced methods.

Any unauthorised use of construction equipment to carry out work which was scheduled to be carried out using labour-enhanced methods will not be condoned and any Works so constructed will not be certified for payment. Any non-payment for such Works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

During the course of construction, as a result of unforeseen site conditions or operating conditions encountered, it may happen that an item designated for labour-enhanced construction can no longer be carried out in a safe and economically feasible manner, either in full or in part, using labour-enhanced methods. In such instances the Employer's Agent shall, where necessary, order a variation in terms of clause 6.3 of the of the General Conditions of Contract 2015 with respect to that portion of the item quantity that cannot be carried out using labour-enhanced methods.

E2.11 Penalty applicable to any shortfall in the local labour content achieved

The amount spent on wages for local labour (excluding VAT) for this project, as certified by the Employer's Agent, shall equal or exceed the specified minimum percentage of the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax).

The Contractor is obliged to commit to or exceed the specified minimum percentage of local labour content stated in section C1.2.2 Data Provided by the Employer.

In the event that the Contractor fails to substantiate that any failure to achieve the minimum required local labour content for this project is due to quantitative underruns, the elimination of items contracted to local labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The financial penalty shall be calculated as follows:

$$P = 0,05 \times [(E - E_o)/100] \times C_A$$

where:

E is the specified minimum percentage for local labour content

E_o is the local labour content percentage which the Employer's Agent certifies as being achieved upon completion of the contract

C_A is the contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)

P is the monetary value of penalty payable

The penalty shall not apply to shortfalls in the allocations to the individual target groups (i.e., Women/Youth/Disabled as per clause F1.3 above), only to shortfalls in the total local labour content achieved.

The evaluation of the Contractor's achievement of the local labour content percentage shall be undertaken monthly by the Employer's Agent, based on the accumulative achievements in comparison to the programmed utilisation of local labour, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goal based on the value of the Final Payment Certificate.

E3. NATIONAL YOUTH SERVICE (NYS)

Note: The Contractor shall not be required to employ NYS workers in terms of this contract.

E3.1 The National Youth Service (NYS) programme

The National Youth Service (NYS) programme aims to train young people and provide them with practical onsite work experience. The NYS shall only be applicable to projects with a duration of 12 months and above.

The Contractor shall not be required to directly employ and provide theoretical training to NYS workers in terms of this contract. An NYS Service Provider has been employed by the Employer to facilitate all the necessary employment and training of NYS participants. The Contractor shall be expected to liaise with the NYS Service provider and shall be expected to provide any practical training requirements on the project as may be required by the NYS Service Provider/Employer to fulfil the NYS programme requirements or other accredited training programme requirements. This may include work suitable for both unskilled or semi-skilled workers.

No additional payments shall be made for medical assessments pertaining to the NYS workers. The medical assessments for the NYS workers shall be covered under Payment item C1.2.5. Therefore, the tendered rates shall include the medicals for the number of NYS workers as indicated in E3.2.

E3.2 Persons to be employed under the NYS programme

For purposes of this contract, the Contractor shall be required to provide practical training opportunities to 10 youths at a given time aged between 18 and 35 for a period of 12 months each under the NYS programme.

E3.3 Payment matters relating to the NYS work

No direct or additional payment will be made to cover the Contractor's costs associated with implementing the on-site work programme for the NYS workers, for planning, organising, directing, controlling and administering their day to day activities, including the setting of daily tasks, record keeping and any on-site liaison, training and mentoring required, and for the associated job creation reporting, and such costs shall therefore be built into the rates tendered for the various items of work scheduled throughout the bill of quantities for the number of NYS workers as indicated in E3.2.

E3.4 Contractor's obligations towards persons employed under the NYS programme

Over and above implementing in accordance with Government Notice Nos. 129 and R347 the NYS programme work to be undertaken on this contract, it shall be the responsibility of the Contractor to carry out the following functions with respect to the NYS programme workers:

- (a) implement health and safety procedures with respect to the participants, ensuring that the health and safety regulations are adhered to;
- (b) ensure that all participants receive induction on site safety prior to commencing with work on site;
- (c) provide safe on-site storage facilities for apparel and tools issued to the participants;
- (d) assist in the assessment of participants with regard to their competencies in their respective trades;
- (e) provide overall supervision and day-to-day management of participants; and
- (f) implement strict quality control to ensure that the work carried out by the participants is of the required standard, and, where necessary, to train and mentor the participants to assist them in achieving the standards required.

E3.5 EPWP-NYS contract signboard

Where work takes place under the National Youth Service (NYS) programme, the NYS logo shall also be displayed on the EPWP contract signboard referred to in clause F2.9 above, indicating that this project is part of both the Expanded Public Works Programme (EPWP) and the NYS programme. Provision for the costs related to the provision, erection and subsequent removal of the contract signboard in the pay item provided in chapter 1.3 of the bill of quantities for this purpose.

E4. JOB CREATION REPORTING FOR EPWP

In order to assist the Employer in complying with the goal of creating EPWP job opportunities, the Contractor must provide the information specified in clause E4.1 below for reporting purposes.

In addition, the Contractor's payment certificates shall be accompanied by the information specified in clause E4.2 below.

E4.1 Type of project data required per project

Every EPWP project shall collect and keep specific project data for the purpose of EPWP progress reporting on a monthly basis, using the EPWP Data Collection Tool template (this will be made available to the Contractor in Microsoft Excel format - refer to the pro forma spreadsheets at the end of this PART E of the Particular Specifications).

The data that is required to be kept, maintained and reported on a monthly basis for each project includes:

E4.1.1 Participant (local labour) data

A participant list of the local labour employed must be maintained for every EPWP project. The data required in this participant list is indicated below. This data shall be recorded, checked and signed off by the

Contractor, and shall be submitted to the Employer at each monthly site meeting. The participant list shall contain the following data and shall be kept and maintained on site for audit purposes:

- (a) Participant identity – name, surname, initials, date of birth and identity number (or other unique identifier) plus certified copy of ID book.
- (b) Participant profiles – nationality, gender, age, education level and disability status.
- (c) Work data for participants – daily wage to be received, number of calendar days training attended and number of calendar days worked.
- (d) Records of training – as required in terms of the EPWP Data Collection Tool template.

In addition, the signed contracts of employment between the Contractor and each EPWP participant shall be kept and maintained on site for audit purposes.

E4.1.2 Project work data

The project work data generally seeks to confirm the number of people at work daily on the project. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting. The data shall be maintained on site by the Contractor, in order that it can be provided by the Employer to the National Department of Public Works upon request when the latter is undertaking sample auditing. These records shall be kept by the Contractor for a period of three years after contract completion should they be required for audit purposes.

The data shall include:

- (a) Daily attendance register – register for each day showing all the workers that were registered as being at work on that day. Attendance registers shall be completed on site on a daily basis and signed off by the Contractor on a weekly basis. Refer to pro forma attendance register attached at the end of this PART E of section 3.3.
- (b) Summary of monthly attendance.

E4.1.3 Project payment data

The project payment data generally seeks to confirm what was paid, for how much work and to whom. This data shall be recorded, checked and signed off by the Contractor, and shall be submitted to the Employer at each monthly site meeting.

It is required that the Contractor adopt one of the following methods as standard procedure for recording and maintaining this information:

- (a) Payment register – this is a list of the workers showing the wages paid to each worker, and signed off by each worker as proof of receipt and acceptance of payment. Information on this register must include the name of the worker, either an identity number or other unique identifier, the number of calendar days that the pay period covers, the wage rate and the total wages paid; or
- (b) Bank records showing the transfers to each worker account, signed off by the Contractor as proof of payment – these bank records must specifically show the name of the worker, either an identity number or other unique identifier, the period which the pay covers and the total wages paid.

The project payment data, as recorded and maintained by the Contractor in terms of either (a) or (b) above, must be available and applicable for the entire period for which the Employer claims an incentive reward for person-days of work created in terms of the project.

E4.1.4 Employment output data

The Contractor shall submit to the Employer at each monthly site meeting a progress report detailing production output compared to the programme of works, together with the data necessary to enable the Employer to calculate the following employment output data in accordance with the EPWP Data Collection Tool template:

- (a) Number of work opportunities created (where one work opportunity = paid work created for one individual on an EPWP project, for any period of time).
- (b) Number of person-days of work created (where one person-day = one day of work carried out by one individual). The total number of person-days of work created on a particular EPWP project shall be obtained by summing the total number of person-days worked by each individual employed during the course of that EPWP project.
- (c) Number of Full Time Equivalents (FTE) created (= total number of person-days of work created on the EPWP project divided by 230 working days). In terms of EPWP policy, one year of work created for one individual is assumed to comprise a total of 230 days of paid work carried out by that individual.
- (d) Average duration of work opportunities created (= total number of person-days of work created on the EPWP project divided by the number of work opportunities created on that EPWP project).
- (e) Average daily wage rates paid (= accumulated total of the wages paid to all individuals employed on an EPWP project divided by the total number of person-days of work created on that EPWP project).
- (f) Training information.

E4.2 Project data to be submitted with the Contractor's payment certificates

The Contractor's payment certificates shall be accompanied by labour returns providing the labour information for the corresponding period in a format specified by the Employer.

Should the Contractor choose to delay submitting payment certificates, the labour returns shall nevertheless still be submitted as per the frequency and timeframes stipulated by the Employer. The Contractor's payment certificates shall not be paid by the Employer until all pending labour information has been submitted.

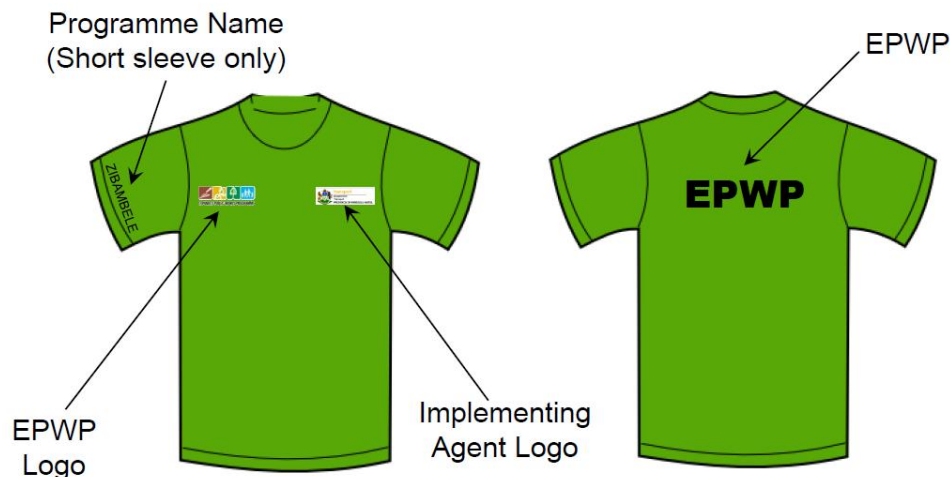
The following information shall be maintained on site and submitted with each payment certificate in the format specified by the Employer:

- (a) Copies of the signed contracts between the Contractor and any new EPWP participants (the Contractor shall note that all such formal contracts of employment entered into with persons employed under the Expanded Public Works Programme (EPWP) shall expire on 31 March each year, and the Contractor shall therefore be required to enter into new contracts with such persons as of 1 April each year, and shall be required to submit copies of all such new contracts with the first payment certificate thereafter);
- (b) Certified ID copies of all local labour employed as EPWP participants;
- (c) Attendance registers for the EPWP participants;
- (d) Proof of payment of EPWP participants; and
- (e) Information as required in terms of the EPWP Data Collection Tool template.

Expanded Public Works Programme: PPE BRANDING For EPWP Projects

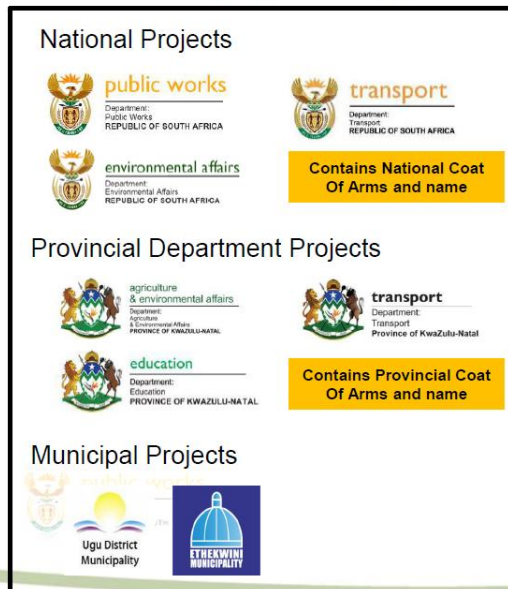


T-Shirt/Overall/Safety Vest Branding



Logo Options

Implementing Agent Examples



PLEASE VERIFY WHICH LOGO NEEDS TO USED

EPWP LOGO



Printing on PPE

PPE (Overalls) shall be Pantone Green with/without reflective tape and shall be branded as follows:

- Implementer's Logo (printed or embroidered) on the left front pocket location ie over the heart position. (full colour)
- EPWP logo on the right front pocket (printed or embroidered) location (full colour)
- The letters EPWP on the back of the PPE in BLACK
- The program name eg Vuk'uphile is to be printed on the right sleeve of short sleeved apparel and need not be placed on long sleeved apparel.
- Where required, lime green safety vests are to be branded with similar specification above. In this instance the Overalls may not necessarily be branded provided that the use of high visibility vests is mandatory.
- All artwork and PPE samples shall be approved and signed off by the consultant prior to printing/embroidering.

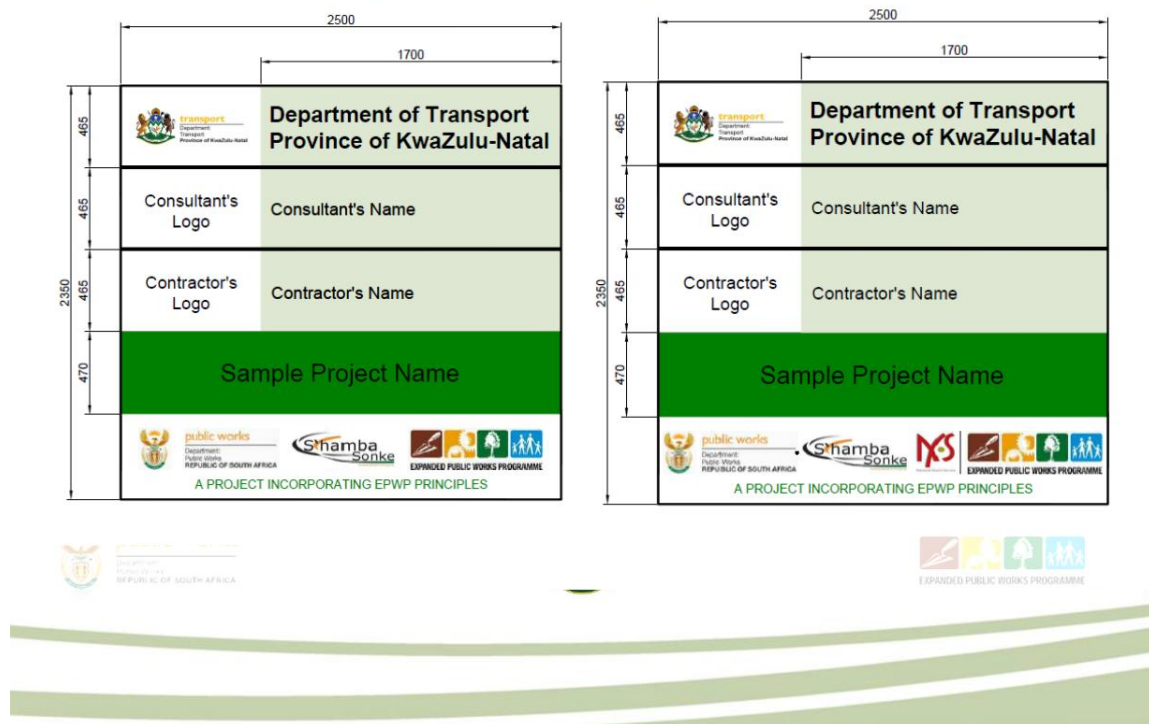


REPUBLIC OF SOUTH AFRICA



EXPANDED PUBLIC WORKS PROGRAMME

Project Signboard



For further information contact:

Petronella Sithebe

Petronella.Sithebe@Kzntransport.gov.za

033-355-8023



PRO FORMA EPWP CONTRACT OF EMPLOYMENT

Contractor's
Logo



EXPANDED PUBLIC WORKS PROGRAMME

This contract must be read in conjunction with the standard terms and conditions of employment on EPWP attached herein.

EPWP CONTRACT OF EMPLOYMENT between

Employer Details

Name	Click or tap here to enter text.	Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.		
Email	Click or tap here to enter text.		
Contact	Click or tap here to enter text.		

And

Employee Details

Name	Click or tap here to enter text.	Surname	Click or tap here to enter text.
ID:	Click or tap here to enter text.	Cell	Click or tap here to enter text.
Sex (M/F)	Male ☐ Female ☐	Disability	Yes ☐ No ☐
Primary Language	Click or tap here to enter text.	Physical Address	Click or tap here to enter text.
Other Languages	Click or tap here to enter text.		
Highest Education Level Achieved	Click or tap here to enter text.	Local Municipality	Click or tap here to enter text.
Other qualifications	Click or tap here to enter text.	Ward	Click or tap here to enter text.
Grant Received (Y/N)	Yes ☐ No ☐	Grant type:	

Employment Details

Name of project:	Click or tap here to enter text.		
Job Title:	Click or tap here to enter text.		
Duties:	Click or tap here to enter text.		
Contract Start Date	Click or tap here to enter text.	Contract Finish Date	Click or tap here to enter text.
The wage per task/day is:	R Click or tap here to enter text. / Hour/Day/task (Specifier to select correct rate)		

Special Conditions

You must be aware that this employment contract is a limited term contract and not a permanent job. This employment contract may be terminated for any one of the following reasons: a) The contractor does not get additional contracts from the EPWP. b) Funding for the programme in your area comes to an end. c) Underperformance: first offence – final written warning. Second offence – dismissal.	Payment a) You will be paid a fixed amount stipulated above for completing a fixed amount of work. b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day. c) You will only be paid for work completed. d) Payment during classroom training shall be R /day
Personal Protective Clothing will be supplied to the employee by the employer depending on the work to be performed, and will remain the property of the employee provided that the employee has worked for at least 3 months.	

Acceptance

Employer Name:	Employer Signature:	Employee Name:	Employee Signature:
Witness 1 Name:	Witness 1 Signature:	Witness 2 Name:	Witness 2 Signature:

APPENDIX E – Conditions of Service

1. Introduction

1.1. This document contains the standard terms and conditions for workers employed in elementary occupations on an Expanded public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2. In this document –

- a) “department” means any department of the State, implementing agent or contractor;
- b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- c) “worker” means any person working in an elementary occupation on an EPWP;
- d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- e) “management” means any person employed by a department or implementing agency to administer or execute an EPWP;
- f) “task” means a fixed quantity of work;
- g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- i) “time-rated worker” means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1. Workers on an EPWP are employed on a temporary basis.
- 2.2. A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP.
- 2.3. Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1. An employer may not set tasks or hours of work that require a worker to work–
 - a) more than forty hours in any week
 - i. on more than five days in any week; and
 - ii. for more than eight hours on any day.
- 3.2. An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3. A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2. An employer and worker may agree on longer meal breaks.
- 4.3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4. A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1. A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work (“emergency work”).

8. Work on Sundays and Public Holidays

- 8.1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2. Work on Sundays is paid at the ordinary rate of pay.
- 8.3. A task-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily task rate, if the worker works for less than four hours;
 - b) double the worker’s daily task rate, if the worker works for more than four hours.
- 8.4. A time-rated worker who works on a public holiday must be paid –
 - a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;
 - b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1. Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2. A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3. A worker may accumulate a maximum of twelve days’ sick leave in a year.
- 9.4. Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5. An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
- 9.6. An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
- 9.7. An employer must pay a worker sick pay on the worker’s usual payday.
- 9.8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - a) absent from work for more than two consecutive days; or
 - b) absent from work on more than two occasions in any eight-week period.
- 9.9. A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10. A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

Employer	Employee
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10. Maternity Leave

- 10.1. A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5. A worker may begin maternity leave –
 - a) four weeks before the expected date of birth; or
 - b) on an earlier date –
 - i. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - ii. if agreed to between employer and worker; or
 - iii. on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6. A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7. A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

11. Family responsibility leave

- 11.1. Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –
 - a) when the employee's child is born;
 - b) when the employee's child is sick;
 - c) in the event of a death of –
 - i. the employee's spouse or life partner;
 - ii. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

- 12.1. An employer must give a worker a statement containing the following details at the start of employment –
 - a) the employer's name and address and the name of the EPWP;
 - b) the tasks or job that the worker is to perform; and
 - c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - d) the worker's rate of pay and how this is to be calculated;
 - e) the training that the worker will receive during the EPWP.
- 12.2. An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 12.3. An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

- 13.1. Every employer must keep a written record of at least the following –
 - a) the worker's name and position;
 - b) in the case of a task-rated worker, the number of tasks completed by the worker;
 - c) in the case of a time-rated worker, the time worked by the worker;
 - d) payments made to each worker.
- 13.2. The employer must keep this record for a period of at least three years after the completion of the EPWP.

14. Payment

- 14.1. An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 14.2. A task-rated worker will only be paid for tasks that have been completed.
- 14.3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 14.4. A time-rated worker will be paid at the end of each month.
- 14.5. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6. Payment in cash or by cheque must take place –
 - a) at the workplace or at a place agreed to by the worker;
 - b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - c) in a sealed envelope which becomes the property of the worker.
- 14.7. An employer must give a worker the following information in writing –
 - a) the period for which payment is made;
 - b) the numbers of tasks completed or hours worked;
 - c) the worker's earnings;
 - d) any money deducted from the payment;
 - e) the actual amount paid to the worker.
- 14.8. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9. If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1. An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3. An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4. An employer may not require or allow a worker to –
 - a) repay any payment except an overpayment previously made by the employer by mistake;
 - b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2. A worker must –
 - a) work in a way that does not endanger his/her health and safety or that of any other person;
 - b) obey any health and safety instruction;
 - c) obey all health and safety rules of the EPWP;
 - d) use any personal protective equipment or clothing issued by the employer;
 - e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

Employer	Employee
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- 17.1. It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on an EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2. A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3. The employer must report the accident or disease to the Compensation Commissioner.
- 17.4. An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

- 18.1. The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2. A worker will not receive severance pay on termination.
- 18.3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1. On termination of employment, a worker is entitled to a certificate stating –
 - a) the worker's full name;
 - b) the name and address of the employer;
 - c) the EPWP on which the worker worked;
 - d) the work performed by the worker;
 - e) any training received by the worker as part of the EPWP;
 - f) the period for which the worker worked on the EPWP;
 - g) any other information agreed on by the employer and worker.Either party can terminate this agreement with four weeks written notice. In the case where an employee is illiterate notice may be given by that employee verbally.

Employer	Employee
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**EPWP DATA COLLECTION TOOL TEMPLATE
(PRO FORMAS OF MICROSOFT EXCEL SPREADSHEETS)**

EPWP REGISTRATION FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	<i>Generated by the system</i>	
Project Name	<i>The name of the project</i>	
Project Reference Number	<i>Contract number</i>	
Project description	<i>Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project</i>	
Duration		
Project Start Date	<i>Planned Start date of the particular contract</i>	
Project End Date	<i>Planned End date of the particular contract</i>	
Estimated Budget	<i>Overall Contract budget (excluding professional fees) for Current Financial Year</i>	
Project Location		
Province	<i>In which province is the project implemented?</i>	KZN
District Municipality	<i>Under which District Municipality does this project falls?</i>	
Local Municipality	<i>Under which Local Municipality does this project falls?</i>	
Latitude (in decimal format)	<i>Is generated by the system</i>	
Longitude (in decimal format)	<i>Is generated by the system</i>	
Project Location per site		
Locality name	<i>Where exactly is the project implemented? (Ward name)</i>	
Subplace	<i>Town / Village</i>	
Ward	<i>The project site is located in which ward?</i>	
Government facility	<i>Landmark near the project (Post office/school/clinic/library)</i>	
Spatial Data Type	<i>Geopoint (structure)/ Line (road)/ Polygon(area)</i>	
Site physical address	<i>Physical address of the site office</i>	
Public Body Details		
Public body sphere	<i>In which sphere is the project implemented? (National, Provincial or Municipal)</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Institution or Department that owns / approved this project (Education, Health, City of Tshwane Metro etc.)</i>	KZN Department of Transport
Department in the Public body that is responsible for the project	<i>Which department /unit is responsible for this project? (e.g. Roads & storm water, Education, Community safety etc.)</i>	KZN Department of Transport
Implementing public body type	<i>In which sphere is this project implemented? (Metro,Distr,Mun, National or Provincial Dept.)</i>	Provincial
Public body that will implement the project	<i>Which institution that implements the project?</i>	KZN Department of Transport
Project Implementation		
Is this the project on the municipal IDP	<i>Yes / No</i>	N/A
IDP reference number allocated to the project	<i>The number reflected in your Municipal IDP document</i>	N/A
EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP Programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	

EPWP BUSINESS FORM		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	Generated by the system	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Duration		
Project Start Date		
Project End Date		
Estimated Budget	Project Budget	
Project Location		
Province		KZN
District Municipality	Under which District Municipality does this projects falls	
Local Municipality	Under which Local Municipality does this projects falls	
Latitude (in decimal format)	GPS coordinates	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	Such as Municipal or Provincial	Provincial
Reporting public body that is the project owner (and will report on the project)	Which Department approved the project in (education, Health etc.)	KZN Department of Transport
Department / Unit in the Public body that is responsible for the project	Which Department budgeted for the project e.g. Education, Health Directorate	KZN Department of Transport
Implementing public body type	Example(Local Municipality, Distr. Mun or Provincial Dept.	Provincial
Public body that will implement the project	Infrastructure, Environment or Social	KZN Department of Transport
Is this project on the Municipal IDP	Municipal projects	N/A
IDP reference number allocated to the project		N/A

EPWP Details		
EPWP Sector	<i>The project is implemented in which sector? (Infrastructure, Environment & culture, Non-state or Social)</i>	Infrastructure
EPWP programme	<i>The project is implemented under which programme?</i>	
EPWP Sub Programme	<i>The project is implemented under which sub-programme?</i>	
Budget Amount-(Allocations for the project duration)		
Funding Body	<i>Which Dept. is funding the project</i>	KZN Department of Transport
Funding Year	<i>Financial year/s for the project</i>	
Total Budget Amount	<i>(Exclude Professional Fees)</i>	
Incentive Grant(e.g. landcare / EPWP grant)	<i>Grant funding received</i>	
Total wages paid for the duration of the projects	<i>What amount will be spent on wages during the duration of the project</i>	
Wage Rate	<i>Daily Wage rate to be paid during productive work</i>	
Stipend Rate	<i>Daily wage rate to be paid during training</i>	
UIF	<i>The amount being paid to UIF (if applicable)</i>	
COIDA	<i>The amount being paid to COIDA(if applicable)</i>	
Training	<i>What amount will be spent on training</i>	
Administration	<i>The Administration costs</i>	
Equipment and materials	<i>Budget for Materials and Equipment</i>	
Other	<i>If other where chosen describe the other Such as Professional fees)</i>	
Describe other		
Project Outputs and Training		
Planned Primary Output	<i>eg walkways, gabions, kerb * channel, km of road constructed</i>	
Description of Planned Primary Output	<i>Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc</i>	
Unit of measure of primary output	<i>Eg. m, m², m³, km, no, ha etc</i>	
Planned primary output quantity	<i>Specify the quantity of output planned</i>	
Number of persons to be trained	<i>How many persons are targeted for on job training</i>	

Contact person		
Title	<i>Person responsible for the Project in the Public Body (Project Manager)</i>	
Initials		
First Name		
Surname		
Email		
Tel (Office)		
Fax Number		
Cell Number		
Physical Address 1		
Physical Address 2		
Physical Address 3		
Physical Address 4		
Postal Address 1		
Postal Address 2		
Postal Address 3		
Postal Address 4		
Position of person		

[illegible]

[illegible]

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Project Name	The name of the project	
Project Reference Number	Contract number	
Project description	Full description of what is happening in the project (as per the appointment letter) and the community benefiting from the project	
Month		
Reporting Month		April
Budget Expenditure		
Cumulative Expenditure Amount	What is the Overall amount spend on this project?	
Current Expenditure Amount	What is the amount spend including all grants for this month?	
Wages	How much paid on wages for this month only?	
UIF	How much paid on UIF for this month only?	
COIDA	How much paid on COIDA for this month only?	
Stipends for training	Amount paid to participants whilst on training (this month only)	
Amount spent on service providers for training	How much paid to service providers for training for this month only?	
Training	Total Cost of training for this month? (number captured on ERS)	
Administration	How much paid on administration for this month only?	
Equipment and materials	How much paid on equipment and materials for this month only?	
Other	How much paid on other?	
Describe other	Be specific e.g. Consulting fees, Transport etc.	
Project output description	Describe the project output (end product and not the milestone) (e.g. kms of tar road constructed) Start with the unit of measure such as number of, kms, ha, sqms etc	
Unit of measure of primary output	Eg. m, m ² , m ³ , km, no, ha etc	
Cumulative primary output achieved	Since the onset of the project	
Quantity Achieved	enter numeric output for this month only	
Percentage achieved	How much work done / achieved in percentages?	
EPWP Branding		
Branding compliant	Yes / No	
Date that the branding was provided	When was the project branded?	
Has a photo of project branding been provided?	Yes / No	
First name of Official Who Branded Project	Official Name	
Surname of Official Who Branded Project	Official Surname	
Phone number of official who erected branding for the project	Official contact number	
Give the public body reference and name, and organisational details of the person that provided branding.	Public body details (reference & name)	

First Name	Initials	Surname	ID number	Date Of Birth	Wage Rate	Total Paid Days	Amount Paid	Work Days	Training Days Paid	Training Days Non Paid	Total Training Days	Training Course ID	Project Profile ID	Month	Year	Beneficiary Code



The Attendance Register for on-site Workers

Reporting month: _____

Mobile No: _____

Project Name: _____

Contract no: _____

Surname: _____

First Name: _____

IDENTITY NUMBER:

[illegible]

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 5						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						

C3.3 PARTICULAR SPECIFICATIONS

PART F: SMALL CONTRACTOR DEVELOPMENT

PART F: SMALL CONTRACTOR DEVELOPMENT

F1. SCOPE

This part provides the procedures that relate to the Contractor implementing the CIDB B.U.I.L.D Standard for Indirect Targeting for Enterprise Development through construction Works Contracts, the Employer's policies and initiatives, enabling the Employer to realise its social and development objectives through the participation of Targeted Enterprises and Labour in the construction of the Works. The approach adopted enables the delivery of a wide range of social and economic deliverables, including the employment of local resources, employment opportunities for labour enhanced works, business opportunities, enterprise support and development programmes, and skills development.

The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified as a contract participation goal by the Employer, for the Contractor to achieve.

The Contractor shall:

- Subcontract a minimum of 35% of the scope of works to targeted enterprises;
- Perform needs analysis on the targeted enterprise to identify developmental goals;
- Provide internal mentorship support to improve the targeted enterprise/s performance;
- Develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas to the CIDB Competence Standard for Contractors Gazette No. 41237, 10 November 2017
- Monitor and report the progress of the agreed development areas with the targeted enterprise/s
- Submit a project completion report to the Employer's representative for each targeted enterprise.

F2. DEFINITIONS

Unless inconsistent with the context, in these specifications the following terms, words or expressions shall have the meanings hereby assigned to them:

F2.1 **"Black People"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), and the Broad-Based Black Economic Empowerment Amended Act, 2013 (Act No 46 of 2013).

F2.2 **"Contract Participation"** means a process whereby the Employer sets a target to achieve its social and development objectives through the participation of Targeted Enterprises and Labour in the construction of the Works.

F2.3 **"Contract Participation Goal (CPG)"** means the value of goods, services and works for which the Contractor contracts Targeted Enterprises and Labour exclusive of any value added tax which the law requires the Employer to pay to the Contractor, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax).

F2.4 **"EME"** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).

F2.5 **"Military Veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

F2.6 **"people with disabilities"** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).

F2.7 **"Project Management Team (PMT)"** means a team established at the commencement of the contract, comprising a representative from each of the Employer, the Employer's Agent and the Contractor, that will be responsible for various functions related to the implementation of the Contract Participation process.

F2.8 **"QSE"** means a qualifying small enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).

F2.9 **“Target Area”** means the geographic area stated in the Contract Data.

F2.10 **“Targeted Enterprise”** means an entity to which the Contractor subcontracts a percentage of the contract value as a condition of contract and which is:

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans.

F2.11 **“Targeted Labour”** means individuals, employed by the Contractor and subcontractors in the performance of the contract, who permanently reside in the target area or who are recognised as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area, and excludes any labour employed by suppliers and manufacturers.

F2.12 **“Youth”** means persons between the ages of 18 and 35.

F3. CONTRACT PARTICIPATION

F3.1 Objective

In order for the Employer to realise its social and development objectives, the Contractor is required to provide business and labour opportunities through the participation of Targeted Enterprises and Labour in the construction of the Works. The participation of Targeted Enterprises and Labour, measured in monetary terms, is specified by the Employer as a contract participation goal, for the Contractor to achieve.

F3.2 Contract Participation process

The Contractor shall engage Targeted Enterprises and Labour in the performance of the contract to the extent that the total monetary value of such engagements exclusive of any value added tax, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax), is not less than the Contract Participation Goal specified in the contract.

F3.2.1 Contract Participation plan

The Contractor shall submit to the Employer's Agent details of his plan to achieve the Contract Participation Goal with his initial programme in terms of which he will carry out the Works. The Contract Participation plan shall be submitted with all subsequent adjusted programmes. The tender process for the procurement of Targeted Enterprise subcontractors shall be indicated on the programme.

The Contract Participation plan shall indicate the expected delivery dates of goods provided by Targeted Enterprises, and the commencement and completion dates of work and services to be performed by all the Targeted Enterprises and Labour engaged on the contract for the purpose of securing credits towards the Contract Participation Goal.

The information contained in the Contract Participation plan facilitates, in the first instance, the monitoring by the Employer's Agent of the performance of the Contractor in terms of his Contract Participation Goal obligations and, in the second instance, the making of any adjustments by the Contractor to compensate for quantitative underruns, the elimination of items contracted to Targeted Enterprises or Labour, or any other reason beyond the Contractor's control which may be acceptable to the Employer

F3.2.2 Targeted Enterprises

The Contractor shall engage Targeted Enterprises comprising subcontractors and suppliers directly or indirectly in the performance of the contract. Prior to such Targeted Enterprises being engaged, the Contractor shall submit to the Employer's Agent documentation in a form approved by the Employer's Agent, to confirm that the enterprise satisfies the eligibility criteria for recognition as a targeted enterprise.

The Contractor shall enter into written contractual agreements with all the Targeted Enterprises, in a form approved by the Employer's Agent. Copies of such agreements and the written acceptance thereof shall be submitted to the Employer's Agent.

In the case of Targeted Enterprise subcontractors, only those subcontractors procured through a tender process as specified in clause G6 Tender Process for Targeted Enterprise Subcontractor Procurement, shall qualify to have their contribution count towards the Contract Participation Goal.

The Contractor may not subcontract more than 25% of the Contract Price to Targeted Enterprises whose B-BBEE status level of contributor is lower than the Contractor's.

F3.2.3 Targeted Labour

The Contractor shall engage Targeted Labour directly or indirectly in the performance of the contract. It is a requirement of the contract that such Targeted Labour be engaged by means of a written contract, in a form approved by the Employer's Agent.

The requirements for the engagement of such Targeted Labour is contained in PART E: Expanded Public Works Programme.

F3.3 Contract Participation Goal

The Contract Participation Goal comprises two targets, namely subcontracting of the Works to Targeted Enterprises, and employment of Targeted Labour. The Contract Participation Goal targets are stated as a percentage unit of measure in the Contract Data, for the Contractor to achieve to the extent that the total monetary value of such subcontracting and employment engagements exclusive of any value added tax, expressed as a percentage of the Contract Price (adjusted to exclude penalties and value added tax), are each not less than the respective Contract Participation Goal target stated in the contract.

F3.3.1 Monthly submission of supporting documentation

The Contractor shall prepare and submit on a monthly basis to the Employer's Agent in a form approved by the Employer's Agent, the following:

- (i) a brief report which describes the commercially useful functions performed by the Targeted Enterprises and Labour in the performance of the contract, both during the interim period and on a cumulative basis;
- (ii) a schedule reflecting the estimated total value of the contracts, the cumulative value of the contracts, and the value of goods provided, and work and services performed over the period for which payment is claimed with respect to each and every Targeted Enterprise; and
- (iii) a schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the Employer's Agent, together with the respective wage rates payable in respect of Targeted Labour, including the monetary value of wages paid both on a cumulative basis and over the period for which payment is claimed.

- (iv) Project interim reports in the specified format (ED105P) detailing interim value of the CPG that was achieved. Such a report shall also contain a monthly progress report, compiled by the employer's representative and the contractor, detailing an assessment of the enterprise development support provided.
- (v) Project completion report, in the specified format (ED101P), to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise and the value of the subcontracted works or the participation parameter of the joint venture entered into; and
- (vi) Enterprise development declaration (ED104P).

Should random inspections conducted by the Employer's Agent on Targeted Enterprise and Labour activities indicate that such Targeted Enterprises and Labour are not performing in accordance with the requirements of the contract, the Contractor shall provide, in addition to the monthly reporting requirements, separate weekly resource returns and any other relevant information with respect to such Targeted Enterprises and Labour in a form approved by the Employer's Agent.

F3.3.2 Contract Participation Goal credits

F3.3.2.1 Granting of credits

The Employer's Agent shall certify the value of the credits counted towards the Contract Participation Goal whenever a claim for payment is issued to the Employer, and shall notify the Contractor of the amount. The value of the credits counted shall not include any expenditure on Goods and Labour which forms part of the monetary value of the contributions made by Targeted Enterprise subcontractors.

Credits towards the Contract Participation Goal shall be granted by converting the value of the following (including contract price adjustment and rise/fall on special materials, but excluding value added tax) to a percentage of the Contract Price (adjusted to exclude penalties and value added tax), as relevant:

- (i) subcontracting CPG:
 - the total monetary value of the contributions made by Targeted Enterprise subcontractors in fulfilling contractual obligations; and
 - expenditure on Goods required for the contract, which are obtained from Targeted Enterprise suppliers.
- (ii) employment CPG:
 - the total monetary value of wages paid to Targeted Labour.

F3.3.2.2 Denial of credits

No credits shall be granted should the Contractor make a direct payment to a supplier or manufacturer on behalf of a Targeted Enterprise when such payment is recovered by making deductions from payments to the Targeted Enterprise in connection with the contract; or should the Contractor fail to enter into a written agreement with the relevant Targeted Enterprise.

In addition, credits claimed towards the Contract Participation Goal shall be denied where written contractual agreements contain any of the following:

- (i) a right to set off in favour of the employing Contractor not provided for by law;
- (ii) authoritarian rights given to the employing Contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;

- (iii) payment procedures based on a pay-when-paid system;
- (iv) a dispute resolution process which does not include inexpensive alternative dispute resolution procedures, such as mediation or adjudication, but which only makes use of formal proceedings such as arbitration or litigation; or
- (v) conditions which are more onerous than those which exist in the main contract.

Credits shall be denied should Targeted Enterprises not adhere to statutory labour practices or fail to perform commercially useful functions.

F3.3.3 Contract Participation Goal evaluation

The Contractor shall, upon completion of each individual Targeted Enterprise's contract, issue a completion certificate and certify the amount paid to such Targeted Enterprises. The Contractor shall submit the certificates, counter-certified by the relevant Targeted Enterprises, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish justification to the Employer's Agent whenever it is not possible to obtain such counter-certification.

The Contractor shall, upon termination of the services of the individuals classed as Targeted Labour engaged in activities relating to the performance of the contract, certify the amount paid to such individuals and submit the certificate, counter-certified by the relevant individual, to the Employer's Agent for record-keeping purposes. The Contractor shall furnish justification to the Employer's Agent whenever it is not possible to obtain such counter-certification.

On completion of the contract, the Employer's Agent shall determine the final credits to be granted towards the Contract Participation Goal targets, by converting the value of credits (including contract price adjustment and rise/fall on special materials, but excluding value added tax) to a percentage of the Contract Price (adjusted to exclude penalties and value added tax)

F3.3.4 Sanctions

In the event that the Contractor fails to substantiate that any failure to achieve any of the Contract Participation Goal targets, is due to quantitative underruns, the elimination of items contracted to Targeted Enterprises, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor shall be liable for a financial penalty as prescribed in clause SCC 4.1.1 of section C1.2.1.2 Special Conditions of Contract. The subcontracting financial penalty shall be calculated as follows:

$$P = 0,05 \times [(D - D_0)/100] \times C_A$$

where

- D is the Contract Participation Goal percentage
- D₀ is the Contract Participation Goal percentage which the Employer's Agent certifies, based on the credits passed, as being achieved upon completion of the contract
- C_A contract amount which is the Contract Price (adjusted to exclude penalties and value added tax)
- P is the monetary value of penalty payable

The evaluation of the Contractor's achievement of the Contract Participation Goal for the subcontracting of the Works to Targeted Enterprises, shall be undertaken monthly by the Employer's Agent based on the accumulative achievements in comparison to the programmed utilisation of Targeted Enterprises, as a means of monitoring the Contractor's performance in achieving the Contract Participation Goal.

Failure by the Contractor to achieve the Contract Participation Goal target by the time of Practical Completion, shall result in the financial penalty being applied as prescribed in this clause. The Employer's Agent shall make a final determination of the Contractor's achievement of the Contract Participation Goals based on the value of the Final Payment Certificate.

F4. DUTIES OF THE EMPLOYER AND ENGINEER

The Employer, Engineer, and the Contractor, or their representatives, are parties to the Project Liaison Committee and are co-responsible for successful project Stakeholder and Community liaison. The Employer and the Engineer also play a supporting role in the successful implementation of the Employer's Targeted Labour and Targeted Enterprise utilisation and development goals.

To implement the Employer's Targeted Labour and Targeted Enterprise goals, the Employer and the Engineer shall provide support to the Contractor by executing the following duties:

- (i) Make recommendations to the Contractor in the identification and structuring of the work packages to be subcontracted to Targeted Enterprises, and agree to the scope and extent of the work packages.
- (ii) Verify that the Targeted Enterprise Database(s), have been updated prior to the letting of every new set of subcontracts.
- (iii) Endorse all Databases, and approve tender procedures, tender documents, tender submission requirements and adjudication processes for the subcontracting of Targeted Enterprises.
- (iv) Review all tender adjudication reports and monitor that the criteria and procedures applied by the Contractor to subcontract work to Targeted Enterprises are executed in a fair and transparent manner, and are in accordance with the Employer's standards.
- (v) Endorse subcontract agreements and ensure that the conditions of subcontracting with Targeted Enterprises are fair and transparent and within the prescripts of the Contract requirements.
- (vi) Monitor the management of Targeted Enterprise subcontracts and ensure that conditions such as the application of penalties and the termination of contracts, are applied in a fair and transparent manner and within the prescripts of the agreement.
- (vii) Verify that the Labour Database(s) from which Targeted Labour will be employed is updated prior to every new Labour intake.
- (viii) Monitor that the criteria and procedures applied by the Contractor to employ Targeted Labour are executed in a fair and transparent manner, and is within the Contract requirements.
- (ix) Monitor that the conditions of employment of Targeted Labour are applied in a fair and transparent manner and within the prescripts of the current and relevant Labour legislation.
- (x) Make recommendations to the Contractor in the identification of the training requirements of Targeted Enterprises and Targeted Labour and approve the proposed training programmes.
- (xi) Monitor that training programmes and support programmes, which the Contractor committed to, are implemented and executed as intended.

F5. SPECIFIC WORK TO BE CARRIED OUT BY TARGETED ENTERPRISE SUBCONTRACTORS

F5.1 Subcontract scope of work

It is a requirement of the contract that only those Targeted Enterprise subcontractors procured through a tender process by the Contractor, shall qualify to have their contribution count towards the Contract Participation Goal.

For this particular contract, the following listed work has been identified in terms of this Particular Specification, PART F, as suitable for execution by Targeted Enterprise subcontractors in order to assist the Contractor in achieving the Contract Participation Goal:

- (i) Construction and clearing of drains.
- (ii) Installation of prefabricated culverts including inlet and outlet structures.
- (iii) Concrete channelling and concrete linings for open drains.
- (iv) Pitching, stonework and protection against erosion.
- (v) Construction of gabions.
- (vi) Erection of guardrails.
- (vii) Erection of road signs.
- (viii) Landscaping.
- (ix) Finishing the road and road reserve.
- (x) Other work identified by the Employer to be executed in the community area.

The work to be carried out by Targeted Enterprise subcontractors is not limited to the work listed above, and the Contractor may need to engage Targeted Enterprises and Labour on other aspects of the Works in order to achieve the Contract Participation Goal.

F5.2 Subcontract work packages

The work activities shall be grouped into varying sizes of work packages according to the CIDB contractor grading designation and class of construction works. The typical scope of work may include the following class of construction works and specialist works:

- (i) Class of construction works – Civil Engineering (CE); and
- (ii) Specialist Works:
 - Asphalt works (SB);
 - Demolition and blasting (SE);
 - Piling (SJ);
 - Road marking and signage (SK); and
 - Structural steelwork fabrication and erection (SL).

For this contract the minimum number of prescribed work packages for execution by Targeted Enterprise subcontractors is indicated in table F1/1 according to the CIDB contractor grading designation and the scope of work according to the Chapters of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

Provision is made for each of the work packages to include Chapter 1.3 Contractor's Establishment on Site and General Obligations to cover the costs of the Targeted Enterprise subcontractors' own establishment and general obligations.

TABLE F1/1: PRESCRIBED MINIMUM NUMBER OF WORK PACKAGES ACCORDING TO CIDB CONTRACTOR GRADING DESIGNATION TO BE DETERMINED IN CONJUNCTION WITH THE PMT							
CHAPTER	DESCRIPTION	TARGETED ENTERPRISE SUBCONTRACTOR CIDB CONTRACTOR GRADING DESIGNATION					
		1 Max: R0,5 m	2 Max: R1 m	3 Max: R3 m	4 Max: R6 m	5 Max: R10 m	6 Max: R20 m
C1.3	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS	X*	X*	X*			
C3.1	DRAINS	X ₍₁₎					
C3.2	CULVERTS						
C3.3	CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS		X ₍₁₎				
C4.2	CUT MATERIALS			X ₍₁₎			
C4.3	EXISTING ROAD MATERIALS						
C4.4	COMMERCIAL MATERIALS						
C5.1	ROADBED						
C5.2	FILL						
C5.3	ROAD PAVEMENT LAYERS						
C11.1	PITCHING, STONEMWORK, CAST IN SITU CONCRETE FOR PROTECTION AGAINST EROSION	X ₍₁₎					
C11.2	NON-STRUCTURAL GABIONS	X ₍₁₎					
C11.4	ROAD RESTRAINT SYSTEMS	X ₍₁₎					
C11.6	ROAD SIGNS						
C11.8	LANDSCAPING AND PLANTING PLANTS						
	MINIMUM TOTAL NUMBER OF TARGETED ENTERPRISE SUBCONTRACTORS PRESCRIBED FOR EACH CIDB CONTRACTOR GRADING DESIGNATION	4	1	1			

NOTE:

All work packages must include Chapter 1.3

X(1) denotes "one" prescribed subcontract work package according to the respective CIDB contractor grading designation and the scope of work according to the Chapter of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

For subcontractors with a higher CIDB contractor grading designation, it may be possible for the work package to comprise more than one chapter which is shown as "X" in the above table. The minimum total number of targeted enterprise subcontractors prescribed for each CIDB contractor grading designation is listed in the above table.

F5.3 Subcontract bill of quantities

The items of work identified for execution by Targeted Enterprise subcontractors is shown in the bill of quantities at the end of Part F: Small Contractor Development. The quantities of work shown for each item of work, is the anticipated work to be subcontracted, and the Contractor is not required to tender rates and prices for these items of work.

Payment of the works executed by Targeted Enterprise subcontractors will be made under the provisional sum allowed for in clause F10 Measurement and Payment and included in Schedule F: Small Contractor Development in Section C2.2 Bill of Quantities.

F6. TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

F6.1 Subcontract scope of work

The Contractor shall refer to Table F1/1 for the work packages identified to be subcontracted, the bill of quantities contained in these Particular Specifications, and to any other construction activities required to execute the Works in terms of the contract, to determine how he intends to unbundle or package specific subcontracts for execution by Targeted Enterprise subcontractors, and shall present his proposal to the Employer and Employer's Agent for approval.

F6.2 Compilation of subcontract tenders

The Contractor shall be responsible for compiling the tender documents that will enable him to engage the Targeted Enterprise subcontractors for the various work packages, according to the contractor grading designation and class of construction works or specialist works. The Contractor shall compile each subcontract tender document in such a manner that it shall facilitate the achievement of all objectives and principles pertaining to the development of the Targeted Enterprise subcontractors.

The tender documentation shall comply with the Employer's standards, including its standard conditions of tender. The following returnable schedules shall form part of the tender document for submission by tenderers:

- (i) certificate of registration of the tenderer in the required CIDB contractor grading designation, confirming the tenderer's registration Status as "Active" at the closing date of tender submission;
- (ii) tax compliance status report;
- (iii) B-BBEE verification certificate or sworn affidavit;
- (iv) proof of registration on the Central Supplier Database; and
- (v) compliance with the COID Act.

The tender documents shall also contain the proposed subcontract agreement in accordance with clause F8.1.

The draft tender documents shall be subject to approval by the Employer and Employer's Agent. The Contractor may then proceed with the preparation of tender documents for the work packages.

F6.3 Tender process

The Contractor shall be responsible for advertising the tenders for the work packages, and inviting tenders from Targeted Enterprise subcontractors in consultation with the Employer and Employer's Agent and the local PLC.

The Employer shall identify the number of work packages which are to be executed by Targeted Enterprise subcontractors from specific designated groups.

The Contractor shall conduct a compulsory briefing session for tenderers, attended by the Employer and Employer's Agent, to explain the Works required and the tender process to the Targeted Enterprise subcontractors.

Tenders for the subcontracted works must close at a stipulated time and date. Tenders shall be placed in a suitable formal Tender Box, located at the Contractor's site office. The tender opening shall be conducted by the Project Management Team.

F6.4 Tender evaluation

The Project Management Team shall evaluate the tenders according to the Employer's standards. The Contractor shall prepare the tender adjudication report for each subcontract, and submit it to the Project Management Team for review prior to award of each subcontract.

F6.5 Allocation of subcontract work packages

The Project Management Team shall identify responsive tenders received for the various work packages from Targeted Enterprises in the following designated groups:

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans.

The selection of subcontract work packages shall then be made, in consultation with the Employer in accordance with the provisions of clause 4.4.4 of the General Conditions of Contract 2015, in order to comply with the Employer's targeted procurement objectives.

F6.6 Award of subcontract work packages

Following the selection of the Targeted Enterprise subcontractors for the various work packages in consultation with the Employer in accordance with clause 4.4.4 of the General Conditions of Contract 2015, the Employer's Agent shall provide written confirmation of the Targeted Enterprise subcontractor selected for each work package, to the Contractor. The Contractor shall award each work package to the respective Targeted Enterprise subcontractor.

F7. GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES

F7.1 Obligations

The Contractor shall ensure that he complies with the following obligations:

- (i) institute a quality assurance system;
- (ii) provide adequate training, coaching, guidance, mentoring and assistance to Targeted Enterprises;
- (iii) provide financial support and other assistance to ensure that Targeted Enterprises are able to meet their obligations and commitments with respect to their subcontracts, including acquisition of labour, construction equipment and materials;
- (iv) ensure that the contract participation goals and objectives are achieved; and

- (v) make provision for Targeted Enterprises to be established within the Contractor's own camp facilities, and be responsible for the provision of site offices, common camp facilities, medical, security, safety, electricity, water, sewage services, waste disposal and all other camp services.
- (vi) be responsible for developing subcontractors in accordance with the cidb Standard for Indirect Targeting for Enterprise Development.
- (vii) be responsible for the appointment of the Enterprise Development Coordinator.

F7.2 Subcontracts

In the subcontracts arranged by the Contractor involving Targeted Enterprises, the following shall apply:

- (i) the appointment of Targeted Enterprises by the Contractor shall be made in accordance with the provisions of clause 4.4 of the General Conditions of Contract 2015; and
- (ii) no provision or requirements set out in the specifications shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of clause 4.4.3 of the General Conditions of Contract 2015, the Contractor shall be liable for the acts, defaults and negligence of any Targeted Enterprise, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

F8. MANAGEMENT OF TARGETED ENTERPRISE SUBCONTRACTS

The Contractor shall conclude the subcontract agreements and provide the necessary management support to the Targeted Enterprises. Failure by a Targeted Enterprise to comply with the terms and conditions of the subcontract agreement shall result in penalties being applied or the subcontract terminated.

F8.1 Compilation of subcontract conclusion agreement

- (a) The Contractor in liaison with the Employer and Employer's Agent shall be responsible for the conclusion of each subcontract agreement. The agreement shall be in accordance with the provisions of clause 4.4 of the General Conditions of Contract 2015 and shall be consistent with the terms and conditions in this contract. The agreement shall be subject to approval by the Employer and Employer's Agent.
- (b) The terms and conditions of the subcontract agreement shall also specify the following:
 - (i) an entitlement of the Targeted Enterprise to receive such training as is contemplated in this contract;
 - (ii) an obligation on the Targeted Enterprise to participate and co-operate in such training as is provided for in this contract;
 - (iii) the allowable sources from which workers may be drawn in terms of the contract;
 - (iv) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract;
 - (v) the training to be provided to the workers; and
 - (vi) the terms and conditions relating to payment of the Targeted Enterprise. Such terms and conditions shall also include a clause stipulating that payment to a Targeted Enterprise for work done shall be made within 30 days of submission of the invoice by the Targeted Enterprise to the Contractor. In the event of failure by the Contractor to make the payment by the due date, he shall pay to the Targeted Enterprise interest, at the prime overdraft rate charged by the Targeted Enterprise's bank, compounded monthly, on all overdue payments from the date on which the same should have been paid to the date when payment is effected, without prejudice to the Targeted

Enterprise's other rights under the contract or by law.

F8.2 Quality of work and performance of the Targeted Enterprise

- (a) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall train, mentor, guide and assist each Targeted Enterprise in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning of the works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. The extent and level of such training, mentoring, guidance and assistance to be provided by the Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the Targeted Enterprise to achieve the successful execution and completion of their subcontract.
- (b) The Contractor shall closely monitor and supervise all Targeted Enterprises and shall give reasonable warning to the Targeted Enterprise when any contravention of the terms and conditions of the subcontract has occurred or appears likely to occur. The Contractor shall, whenever feasible, give the Targeted Enterprise reasonable opportunity to make good any such contravention, or to avoid such contravention, and shall render all reasonable assistance to the Targeted Enterprise in this regard.

F8.3 Dispute avoidance and resolution procedures

- (a) When taking any disciplinary action or imposing a penalty as provided for in the subcontract, the Contractor shall explain fully to the Targeted Enterprise that such actions are provided for in the subcontract. If such action is contemplated this shall be discussed with the Employer's Agent before any action is taken.
- (b) If the Targeted Enterprise, in the opinion of the Employer's Agent, fails to comply with any of the criteria listed below, the Employer's Agent shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria are as follows:
 - (i) acceptable standard of work as set out in the specifications;
 - (ii) progress in accordance with the time constraints in the Targeted Enterprise's contract;
 - (iii) punctual and full payment of the workforce and suppliers;
 - (iv) site safety; and
 - (v) accommodation of traffic.
- (c) The Targeted Enterprise shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Employer's Agent, with the exception of the above subclauses (b)(iv) and (v) for which the reaction time shall be in accordance with the relevant specifications for those aspects of the Works but shall not be longer than 24 hours. Failure by the Targeted Enterprise to comply with the deadline set, will be sufficient grounds for the Contractor to apply a penalty, or terminate the subcontract provided that the Employer's Agent is satisfied that the Contractor has made every effort to correct the performance of the Targeted Enterprise.
- (d) The Targeted Enterprise shall have the right to dispute any ruling given or deemed to have been given by the Contractor, Employer's Agent or Employer. Provided that, unless the Targeted Enterprise shall, within 21 days after his receipt of a ruling or after a ruling shall have been deemed to have been given, give written notice (hereinafter referred to as a Dispute Notice) to the Contractor, referring to this clause, disputing the validity or correctness of the whole or a specified part of the ruling, he shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.

F9. TRAINING, COACHING, GUIDANCE AND MENTORING

F9.1 Obligations

This section provides details of the Contractor's obligations of implementing the National Skills Development Strategy. This strategy sets priorities for the skills development of workers. The Sector Education and Training Authorities (SETA) and provincial offices of the Department of Labour will play key roles in transforming the vision of the strategy into reality.

Supervision is included as part of the contractor's general obligations for the administration and management of the Targeted Enterprises. However, training, coaching, guidance and mentoring are not included as part of the Contractor's general obligations unless specific provision to that effect has been made in the project specifications.

The Contractor shall, from the commencement of the contract, provide a structured development programme designed to improve the entrepreneurial and basic business management skills of identified Targeted Enterprises and hired labour, as well as to improve their specific task skills (construction skills) commensurate with the applicable levels of subcontract that will enable the Targeted Enterprises to achieve the successful execution and completion of their subcontracts. The ultimate objective of training, coaching, guidance and mentoring is to develop the Targeted Enterprises as far as their potential allows.

F9.2 Definitions

F9.2.1 Training

Training refers to the process of teaching a learner – usually in a classroom or simulated work environment situation. Training usually takes place with one teacher/trainer and several learners. Principles and theory are taught. Demonstrations are given. Assignments are then set to ensure that the learner is able to apply what has been taught. Training is done by a specialist in the subject, who is also qualified to train.

Example: Use of a dumpy level

Training would involve the theory of how a dumpy level works and how to calculate levels. A demonstration of how to set up and read a level could be given.

F9.2.2 Coaching

Coaching refers to hands-on training and is mostly on a one-on-one basis of tangible and measurable skills. It is typically on-site training, or learning-on-the-job. Coaching is training by the process of "watch-do-correct-practice". The coach does the task while the learner watches and asks questions. Then the learner does the same task while the coach watches. The learner is corrected until the coach feels that he has the gained competence in the function. The learner is then left to practise the task or skill, which the coach oversees. Coaching is imparting a skill – usually manual or physical. A coach is usually a person doing the same type of work on a higher or more competent level, or a person who has a mastery of the skill/task. While training gives the theory or shows/explains the principles, coaching helps the learner become competent and master a skill. A coach is often in the direct reporting line, i.e. someone in authority. Coaching could be part of the management function and would make the job run more smoothly.

Example: Use of a dumpy level

Coaching would involve taking the learner onto site, setting up a dumpy level, reading levels. Then the coach would get the learner to do the job, while the coach checked the setting up and reading. Once the learner understands and can do the tasks, the coach checks periodically to ensure the learner is still doing the job properly.

The desired outcome of coaching is for the learner to "fit-the-mould", and to do things the same way and to the same standard as the coach.

F9.2.3 Guidance

Guidance is anticipating where one might go wrong, or where one is doing a task in a complicated, inefficient or ineffective way, and giving advice as to how to achieve a better result. Guidance is mostly given by a person in the direct reporting line, but can be given by anyone. Guidance is not imparting skills, but suggesting ways to improve performance.

Example: Use of a dumpy level

A person who knows how to use a dumpy level would be given guidance as to where he would next set up the level to limit the number of set-ups. Guidance could be an extension of coaching.

F9.2.4 Mentoring

Mentoring is developing a person on a long-term career path. It is mostly about imparting skills that are often intangible and non-measurable. A mentor is seldom anyone in the direct reporting line – although he could be a person several levels higher in that reporting line. Mentoring is more about developing a relationship and taking a personal interest in an individual. A mentor looks out for that individual and gives him advice that cannot be found in a book or in the normal course of business. The sort of issues a mentor discusses with the protégé include company politics, how to pick up work before others get wind of it, how to position one's company to get a better competitive advantage, how to tender such that the tender is lowest but the profit is as good as or better than the next person, how to determine and assess risk. Mentoring helps the protégé think strategically, sharpen entrepreneurial skills and grow – both personally and in terms of the company. A mentor helps the protégé to develop insight and shrewdness. It is more about business skills to survive long-term than the technical, tactical or day-to-day activities of doing business.

The desired outcome of mentoring is for the protégé to develop his own style, i.e., to shape his own "mould".

F9.2.5 Supervision

Supervision is instruction regarding the work to be performed, and ensuring it is carried out to specification and to the satisfaction of the supervisor. It is not instruction on how the work is to be performed, but rather on what work has to be performed, and usually has specific time frames.

F9.3 Assessment of Targeted Enterprise potential

It is the responsibility of the Contractor to determine the level of development required by each Targeted Enterprise. This will require that the Contractor determine the level at which the Targeted Enterprise can operate competently and determine the skills already acquired by the Targeted Enterprise in terms of training and on-the-job experience. In some circumstances Adult Basic Education Training (ABET) will need to be started before any formal training can commence. The assessment of each appointed Targeted Enterprise is to be produced by the Contractor for discussion with the Employer and Employer's Agent at a meeting following the appointment of the Targeted Enterprise.

F9.4 Development Plan

Within a month of the meeting with the Employer and Employer's Agent on the Targeted Enterprise assessments, the Contractor is to present a development plan, specific to each Targeted Enterprise. The development plan is to be reviewed by the Employer and Employer's Agent for appropriateness before being implemented.

The development plan is to include the following:

- (i) specify the development needs of each Targeted Enterprise contracting entity – the systems the entity lacks;
- (ii) specify the development needs of the individuals comprising the entity – the skills the individuals within the entity lack;

- (iii) the level to which that activity will be developed within the period of the contract;
- (iv) whether training, coaching, guidance and/or mentoring is to be given in each activity; and
- (v) the person/s responsible for each activity.

F9.5 Identification and general training of potential Targeted Enterprises

- (a) The progression of training, coaching and mentorship may need to start with the identification and general training of identified Targeted Enterprises and hired labour, and should end with their acquisition of sufficient management skills that will equip them to compete confidently for subcontract work beyond the duration of this contract. In addition, generic skills shall be taught where the need for these has been identified as being necessary amongst Targeted Enterprise workforces and hired labour.
- (b) Before commencing with any structured training, the Contractor shall submit his intended programme to the Employer and Employer's Agent for approval of its subject content and proposed trainers, and the Contractor shall, if so, instructed by the Employer and Employer's Agent, alter or amend the programme and/or course content.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the various training workshops and modules including:

- (i) provision of a suitable fully serviced training venue facility;
- (ii) procurement of suitable accredited trainers;
- (iii) provision, in conjunction with the accredited trainers, of all the necessary training materials, including stationery and study materials; and
- (iv) transportation of the learners to and from the training venue facility (it is therefore in the Contractor's interest that the training venue facility be provided on the site in order to reduce these transportation costs).

Payment to the Contractor for carrying out the training function shall be effected through the pay items provided in this PART F, using the training facility provided under PART E: Expanded Public Works Programme.

F9.6 Activities

The tasks for each of the activities making up the development plan include material, equipment and general tasks, for training on technical, contractual, financial, human resources, legislative and general administrative functions.

The Construction Manager, site clerk and HR Manager will train/coach or mentor the above listed functions as part of on-site training.

F9.7 Portfolio of Evidence

The Contractor is to develop and/or maintain a portfolio of evidence for each Targeted Enterprise. The Portfolio of Evidence is a collection of proof of the training, coaching, guidance and mentoring inputs provided to the Targeted Enterprise and is similar to a log book used by technical students completing experiential training. It is a living document which records the development progress of the Targeted Enterprise and will need to be updated continually throughout the duration of the contract. It remains the property of the Targeted Enterprise who must take it to their next contract.

The Portfolio of Evidence should include the following documentation:

- (i) the development path designed for each Targeted Enterprise;
- (ii) the training courses completed by the Targeted Enterprise;
- (iii) the hours of guidance, coaching and mentoring received for each activity listed in the development plan;
- (iv) a list of outcomes achieved at each level for each activity;

- (v) six-monthly progress reports on the development provided (inputs) versus the actual progress made (output) by the Targeted Enterprise; and
- (vi) a list of competencies.

F9.8 Training Requirements

Only qualified trainers employed by training agencies that are accredited by the relevant Sector Education and Training Authorities (SETA), or other institutions recognised by the Department of Labour shall deliver any training. "Accredited training" refers to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training by instructing and motivating the hired labour and relevant Targeted Enterprises regarding attendance and participation. All training shall take place within normal working hours, or as agreed with the trainees.

F9.9 Development training

The Contractor will arrange training to support the development of the Targeted Enterprise. This training must be provided by training providers accredited with the relevant SETA pertaining to the course material being presented. The training will take place at hours agreed with the trainees, possibly on a part time basis after hours.

The following training courses are recommended to support the development programme detailed in the contract document:

- (i) NQF Level 2: Construction Contractor - Business owner and administration officer;
- (ii) Tender training NQF Level 3 – Business owner / Technical expert;
- (iii) Computer literacy training - Business owner and admin officer – Microsoft Windows, email, Microsoft Word and Microsoft Excel;
- (iv) General bookkeeping relevant to construction - Business owner and admin officer;
- (v) Tendering NQF Level 4 and 5 – Business owner / Technical expert; and
- (vi) Construction supervision (Roadworks) NQF Level 4 – Business owner / Technical expert.

F9.10 Safety Training

The Targeted Enterprise's safety representative is to be fully trained in all aspects of safety and his duties in this regard. The owner of the Targeted Enterprise is to be trained on his responsibilities regarding safety regulations.

F9.11 Construction skills training

The focus of training provided on the contract should be to support the development of the Targeted Enterprise subcontractor. Construction skills training will only be approved by the Employer's Agent when appropriate.

The Targeted Enterprise, their workforce and hired labour that are selected will be entitled to receive structured training that will improve on-task skills necessary for the execution and successful completion of the works. The Contractor, in conjunction with the Employer's Agent, shall monitor the progress of the hired labour and each Targeted Enterprise closely and shall identify those who, in their collective opinion, will benefit from structured construction skills training as may be provided for in the contract, and where required by the Employer's Agent shall make recommendations in this regard. The final list of candidates shall be decided between the Contractor and the Employer's Agent, and those selected shall receive formal construction skills training in a programmed and progressive manner throughout

the duration of the contract.

The training programme shall offer complete courses that could comprise some or all of the following modules:

- (i) Use and maintenance of hand tools;
- (ii) Operation of equipment;
- (iii) Manufacture and installation of minor precast concrete units;
- (iv) Erect, dismantle and maintain formwork;
- (v) Basic concrete skills;
- (vi) Excavation, backfill and compaction;
- (vii) Bricklaying; and
- (viii) Erosion protection using stone pitching, gabions or renos.

F9.12 Training venue facility

The training venue facility to be provided by the Contractor shall be constructed, furnished and fully serviced for the duration of the contract in accordance with Chapter 1.4 of the Standard Specifications for Road and Bridge Works for South African Road Authorities (COTO), Draft Standard (DS), October 2020.

In order to minimise the cost of transporting the learners for training, the facility shall be located in secure premises on the Site, or in close proximity thereto.

This facility shall be used to deliver all training requirements associated with the project. The Training Facility, all the finishings, fixtures and furniture for the facility shall become the sole property of the Employer and shall be relocated by the Contractor to a location as directed by the Employer at the end of the Contract.

The facility shall accommodate a class of up to 25 learners and shall comprise the following:

(a)	Lecture room (interior area)	=	48 m ²
(b)	Ablutions (male)	=	6 m ²
(c)	Ablutions (female)	=	6 m ²
(d)	Chairs for learners (individual chairs, with backs)	=	25 off
(e)	Desk area for 25 learners (500 mm width)	=	12,5 m ²
(f)	Chairs for trainers and management (individual chairs, with backs)	=	5 off
(g)	Table area for trainers and management	=	3 m ²
(h)	220/250 volt power points	=	6 off
(i)	Double 80 watt fluorescent light fittings complete with ballast and tubes	=	6 off
(j)	Single incandescent light fittings complete with 100 watt globes	=	4 off
(k)	Wash hand basins complete with taps and drains	=	4 off
(l)	Fire extinguishers, 9,0 kg, all-purpose dry powder type, complete, mounted on wall with brackets	=	2 off
(m)	Air conditioning units with 2,2 kW minimum capacity, mounted and with own power connection	=	4 off
(n)	Voltage stabilizers	=	2 off
(o)	Floodlights complete with poles and 500 watt minimum globes and controlled by photocells	=	2 off
(p)	White boards (3 m x 1,5 m)	=	1 off
(q)	Venetian blinds	=	12 m ²

The minimum specifications for the structure of the training facilities shall be of minimum park homes with minimum floors of 18mm thick exterior grade timber floor boards on steel cross bearers. The Walls shall be of minimum 50mm thick polystyrene/high density foam core with insulation properties (U-value = 0.6W/M² °C) and minimum 0.5mm white pre-painted galvanized Chromadek sheets on both sides. The roof shall be constructed from 50mm Polystyrene (EPS) core composite panel with Standard Chromadek on the ceiling side and an IBR Chromadek Roof of min 0.5mm thickness pre painted on the outside.

At the end of the Contract, the facilities shall be handed over to the Employer fully serviced, functional, clean and in a neat manner.

F9.13 Enterprise Development Co-ordinator

The contractor shall appoint an Enterprise Development Co-Ordinator who shall:

- a) develop a project specific Enterprise Development plan to improve the targeted enterprise's performance in the identified developmental areas and shall allocate resources to monitor progress in relation to improved performance; and
- b) shall, submit to the employer's representative a monthly enterprise development report (Performa – ED105P) 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 agreed developmental areas, countersigned by the targeted enterprise.

Competence Criteria for an Enterprise Development Co-ordinator

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

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

F10. MEASUREMENT AND PAYMENT

Item	Unit
F10.01 Procurement of Targeted Enterprises:	
(a) Management and execution of Targeted Enterprise procurement process:	
(i) Procurement process for the appointment of CIDB contractor grading designation 1 Targeted Enterprise subcontractor (50 copies of the tender document required for each individual tender)..... number (No)	
(ii) Procurement process for the appointment of CIDB contractor grading designation 2 Targeted Enterprise subcontractor (40 copies of the tender document required for each individual tender)..... number (No)	
(iii) Procurement process for the appointment of CIDB contractor grading designation 3 Targeted Enterprise subcontractor (30 copies of the tender document required for each individual tender)..... number (No)	

The unit of measurement shall be the number of individual subcontract agreements concluded with Targeted Enterprise subcontractors according to the CIDB contractor grading designation for all classes of construction works, in accordance with the procurement process described in this PART F.

Each tendered rate shall be in full compensation for the management and execution of the Targeted Enterprise procurement process in the relevant CIDB contractor grading designation scheduled, including for the compilation, printing, binding and issue of the tender documents for each tender, for the advertising of each tender, for the provision of the venue and the conducting of each compulsory briefing session for tenderers, for the conducting of each tender opening process, for the adjudication of the tenders received for each tender, for the preparation of each tender adjudication report and the review thereof in conjunction with the Employer and Employer's Agent, for the award of each tender and for the conclusion of the subcontract agreement with each successful Targeted Enterprise subcontractor tenderer.

Item	Unit
F10.02 Construction Works for Targeted Enterprise subcontractors:	
(a) Payments associated with the construction Works carried out by Targeted Enterprise subcontractors provisional sum (Prov sum)	
(b) Handling costs and profit in respect of subitem F10.02(a)percentage (%)	
(c) Supply of materials and small construction equipment to assist Targeted Enterprise subcontractors..... provisional sum (Prov sum)	
(d) Handling costs and profit in respect of subitem F10.02(c)percentage (%)	
(e) Management of the Targeted Enterprise subcontractors	
(i) Needs Analysis and Enterprise Development Plan per Targeted EnterpriseNumber (No)	
(ii) Monitoring and Interim reporting per Targeted EnterprisePer Quarter	
(iii) Project Completion report per Targeted EnterpriseNumber (No)	
(iv) Skills Development Co-Ordinator (No/month)	

Expenditure under subitems F10.02(a) and (c) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for subitem F10.02(a) is provided to cover the total cost of the construction Works carried out by the Targeted Enterprises subcontractors. This is based on the current works as certified by the Employer's Agent. For subsequent payments by the Employer to the Contractor, the Contractor shall be required to submit proof of payment to the Targeted Enterprise subcontractors in separate payments for each Targeted Enterprise subcontractor, for the previous invoice of the work done and certified by the Employers Agent in accordance with PART F of the Particular Specifications.

The tendered percentage for subitem F10.02(b) is the percentage of the amount actually spent under subitem F10.02(a), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the construction Works carried out by the Targeted Enterprise subcontractors.

The provisional sum for subitem F10.02(c) is provided to cover the total cost of the materials and small construction equipment supplied by the Contractor to assist the Targeted Enterprise subcontractors based on proof of payment made by the Contractor, as certified by the Employer's Agent, in separate payments for each Targeted Enterprise subcontractor in accordance with PART F of the Particular Specifications.

The tendered percentage for subitem F10.02(d) is the percentage of the amount actually spent under subitem F10.02(c), and shall include full compensation for the handling costs of the Contractor and the profit in connection with the supply of materials and small construction equipment by the Contractor to assist the Targeted Enterprise subcontractors.

The unit of measure for subitem F10.02(e)(i) shall be the Number of Needs analysis and enterprise development plan per Targeted Enterprise. Only one (1) plan will be developed per Targeted Enterprise. The rate shall include full compensation for the development of the Needs Analysis Plan to the satisfaction of the Employer, meeting all the CIDB requirements and shall including any consultations undertaken by the contractor in the development of the plans.

The unit of measure for subitem F10.02(e)(ii) shall be Per Quarter of Monitoring and Interim Reporting per Targeted Enterprise. Payment shall only be made for the period the appointed Targeted Enterprise subcontractors are on site in the execution of the works. The tendered rate shall include full compensation for the conclusion of all the subcontract agreements and the management of all Targeted Enterprise subcontractors, including for the provision of the necessary management support, coaching, guidance and mentoring to the Targeted Enterprise subcontractors.

The unit of measure for subitem F10.02(e)(iii) shall be the Number of Project Completion Reports Completed per Targeted Enterprise. Only one (1) report will be developed per Targeted Enterprise. The rate shall include full compensation for the development of the Completion Report to the satisfaction of the Employer, meeting all the CIDB requirements and shall including any consultations undertaken by the contractor in the development of the report.

The Skills Development Co-Ordinator under subitem F10.02(e)(iv) shall be compensated as per the Number (No) of Targeted Sub Contractors currently employed and actively working on site only for the month. The rate shall include full compensation for all costs associated with developing a project specific Enterprise Development plan and submitting to the employer's representative a monthly enterprise development report (Performa – ED105P) all as per the provisions of F9.13. This rate shall also include any travelling, incidentals, communication costs and any other costs deemed as a requirement for the Skills Development Co-Ordinator to execute their duties. No other claims may be made anywhere else which shall be associated with the Skills Development Co-Ordinator.

Item	Unit
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F10.03 Training of Targeted Enterprise subcontractors:

(a) Generic skills:

(i) Training costs provisional sum (Prov sum)

(ii) Handling costs and profit in respect of
subitem F10.03(a)(i) percentage (%)

(b) Entrepreneurial skills:

(i) Training costs provisional sum (Prov sum)

(ii) Handling costs and profit in respect of
subitem F10.03(b)(i) percentage (%)

(c) ——— Construction skills:

(i) ——— Training costs provisional sum (Prov sum)

(ii) ——— Handling costs and profit in respect of
subitem F10.03(c)(i)percentage (%)

(d) ——— Transportation and accommodation costs of selected
learners only, while receiving off-site training:

(i) ——— Transportation and accommodation costs
provisional sum (Prov sum)

(ii) ——— Handling costs and profit in respect of
subitem F10.03(d)(i)percentage (%)

Expenditure under subitems F10.03(a)(i), (b)(i), (c)(i) and (d)(i) shall be in accordance with clause 6.6 of the General Conditions of Contract 2015.

The provisional sum for each of subitems F10.03(a)(i), (b)(i) and (c)(i) is provided to cover the total costs of the required training in generic skills, entrepreneurial skills and construction skills respectively, including for the procurement of the services of the accredited trainers and their delivery of the training courses to the learners employed by Targeted Enterprise subcontractors, the provision of all training materials including all stationery and study materials, and the wages of the learners for the duration of the courses. The payment of wages to learners in terms of subitems F10.03(a)(i), (b)(i) and (c)(i) will only be made to those learners who attend and successfully complete each course of the approved training programme. Payment shall not be made to learners who, once selected, do not attend or only partially complete structured training courses.

The Contractor's own personnel shall be permitted to attend the training courses provided for the learners employed by the Targeted Enterprise subcontractors only to the extent that the venue and its facilities can efficiently and comfortably accommodate the additional number of learners. All additional costs relating to such attendance by the Contractor's own personnel shall be carried by the Contractor and shall not be considered for payment in terms of item F10.03, including for any additional costs related to the accredited trainers and their delivery of the training courses, the provision of additional training materials, and the wages of the learners from the Contractor's own personnel for the duration of the courses.

The tendered percentage for each of subitems F10.03(a)(ii), (b)(ii) and (c)(ii) is the percentage of the amount actually spent under each of subitems F10.03(a)(i), (b)(i) and (c)(i) respectively, and shall include full compensation for the handling costs of the Contractor, and the profit in connection with the provision of the training in generic skills, entrepreneurial skills and construction skills respectively, including for the costs of record keeping and reporting with respect to the training received by each learner, and the costs of the compilation of the portfolio of evidence with respect to each Targeted Enterprise subcontractor.

The provisional sum for subitem F10.03(d)(i) is provided to cover all costs related to the transportation and accommodation costs of selected learners only, while receiving off-site training, where such learners have been specifically selected in conjunction with the Employer's Agent to receive such off-site training and where such training cannot be delivered using the training venue facility provided by the Contractor.

The tendered percentage for subitem F10.03(d)(ii) is the percentage of the amount actually spent under subitem F10.03(d)(i), and shall include full compensation for the handling costs of the Contractor, and the profit in connection with the transportation and accommodation costs of selected learners only, while receiving off-site training.

Item	Unit
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F10.04 — Provision of the training venue facility, including the cost of transporting the learners to and from this facility..... lump sum (Sum)

~~The tendered lump sum for subitem F10.04 shall include full compensation for the provision of the training venue facility complete and serviced as specified, including for the provision of power, water, sewerage and cleaning services for the duration of the contract, for lighting, power points and voltage stabilizers, for air conditioning, blinds, fire extinguishers, floodlights, furniture and whiteboards, for the provision of security at the facility, for all other costs necessary to maintain the facility for the duration of the contract, and for the removal of the facility on completion of the contract to a site as directed by the Employer. The training facility shall be bought and not rented. The facility shall become the sole property of the Employer and shall be transported to a final location by the Contractor as directed by the Employer at the end of the Contract.~~

~~The tendered lump sum shall also include full compensation for transporting the learners on each day of training from their place of work to this training venue facility, and back again after the training for the day has been delivered by the accredited trainers.~~

~~Payment of the lump sum shall be made in three instalments as follows:~~

~~The first instalment, 50% of the lump sum, shall be paid after the Contractor has met all his obligations regarding the provision of the training venue facility, complete and serviced as specified, and the facility has been successfully commissioned for use.~~

~~The second instalment, 35% of the lump sum, shall be paid when 75% of the training courses proposed in accordance with the Contractor's approved structured training programme have been delivered to the learners by the accredited trainers.~~

~~The third and final instalment, 15% of the lump sum, shall be paid when all training has been concluded and the facility has been removed from the site, transported to the final location as directed by the Employer and fully re-erected where the facility may have been dismantled for transportation purposes.~~

BILL OF QUANTITIES PART F: SMALL CONTRACTOR DEVELOPMENT

CHAPTER C1.3

ITEM	DESCRIPTION		UNIT	QTY		
	CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS					
C1.3	The contractor's general obligations:					
C1.3.1.1	Fixed obligations		Lump Sum	1		
C1.3.1.2	Value-related obligations		Lump Sum	1		
C1.3.1.3	Time-related obligations		month	6		
C1.3.2	Contract Sign Boards		m ²			
TOTAL CARRIED FORWARD						

C3.1 DRAINS

Item	Description	Unit	Quantity	Rate	Amount
C3.1	DRAINS				
C3.1.1	Excavation for open drains:				
C3.1.1.1	Excavating all material situated within the following depth ranges below the surface level using conventional methods:				
	(a) 0 m to 1,5 m	m ³	100.00		
	(b) Exceeding 1,5 m and up to 3,0 m	m ³	10.00		
C3.1.1.2	Extra over sub-item C3.1.1.1 for excavation in hard and boulder material irrespective of depth	m ³	50.00		
C3.1.6	Construction of banks and dykes:				
C3.1.6.1	Banks and dykes using conventional methods	m ³	50.00		
C3.1.6.2	Banks and dykes using labour enhanced construction methods	m ³	250.00		

C3.2 CULVERTS

Item	Description	Unit	Quantity	Rate	Amount
C3.2	CULVERTS				
C3.2.1	Excavation for culvert structures:				
C3.2.1.1	Excavating in all material situated within the following depth ranges below the surface level:				
	(a) 0 m to 1,5 m	m ³	150.00		
	(b) Exceeding 1,5 m and up to 3,0 m	m ³	10.00		
C3.2.1.4	Extra over sub-item C3.2.1.1 for excavation in hard or boulder material, irrespective of depth	m ³	80.00		
C3.2.2	Backfilling:				
C3.2.2.1	Using the excavated material	m ³	120.00		
C3.2.2.2	Using imported selected material:				
	(a) From commercial sources	m ³	50.00		
C3.2.3	Concrete pipe culverts:				
C3.2.3.3	On Class C bedding (600 mm Dia 75D Ogee type with rubber)	m	70.00		
Carried Forward					

Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
C3.2.9	Prefabricated concrete inlets and outlets to culverts as shown on standard drawings SD 0405/A, SD 0406 and SD 0407 as follows (including all excavations):	No	4.00		
C3.2.15	Manholes and catch pits, with prefabricated elements:				
C3.2.15.1	Prefabricated floors (installed at a standard depth of 1,0 m):				
	(a) masonry depressed inlet as No. SD 0405/A for 600 mm dia. pipe without cover slab	No	4.00		
C3.2.15.2	Prefabricated roofs:				
	(a) masonry depressed inlet as No. SD 0405/A for 600 mm dia. pipe without cover slab	No	4.00		
C3.2.15.3	Prefabricated walls:				
	(a) (pipe culvert headwall (masonry as No. SD 0406 for single 600 mm dia. pipe)	m	10.00		
C3.2.15.4	Extra over item C3.2.15.1 and C3.2.7.2 for variations in the depths of all types of concrete manholes with prefabricated, or in-situ concrete or brickwork wall combinations deeper than 1,0 m designated for tendering purposes	m	10.00		

C3.3 CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS

Item	Description	Unit	Quantity	Rate	Amount
C3.3	CONCRETE KERBING AND CHANNELING, ASPHALT BERMS, CHUTES, DOWNPIPES, CONCRETE, STONE PITCHED AND GABION LININGS FOR OPEN DRAINS				
C3.3.6	Concrete chutes :				
C3.3.6.1	Prefabricated concrete chutes (Complete as shown on SD 0605/A - Type 1365U Open Chute, using class 20/19 concrete)	m	10.00		
C3.3.7	Cast-in-situ concrete chutes (measured by components):				
C3.3.7.1	Concrete(20/19 concrete (side drain outlets - SD 0603/A))	m ³	20.00		
C3.3.7.2	Formwork (Class F2 surface finish to cast in situ concrete)	m ²	35.00		
C3.3.8	Linings for open drains:				
C3.3.8.1	Cast-in-situ concrete lining (for open drains/pedestrian walkways)				
(a)	Open drains as per SD 0601/B	m ³	350		
(b)	Footways	m ³	10		
C3.3.8.2	Class U2 surface finish to cast-in-situ concrete	m ²			
(a)	Open drains as per SD 0601/B	m ²	3500		
(b)	Footways	m ²	100		

Carried Forward					
Item	Description	Unit	Quantity	Rate	Amount
Brought Forward					
C3.3.9	Formwork to cast-in-situ concrete lining for open drains (Class F2 surface finish):				
C3.3.9.1	To sides with formwork on the internal face only	m ²	400		
C3.3.9.3	To ends of slabs	m ²	110		
C3.3.10	Sealed joints in concrete and stone pitched linings of open drains:				
(a)	Polysulphide sealants	m	1300		
(b)	Painting of end of panel with bitumen (as per SD 0601/B)	m	1100		
(c)	10 mm wide expansion joint filled with closed cell expanded polyethylene joint filler (as per SD 0601/B)	m	370		
C3.3.12	Reinforcement:				
C3.3.12.3	Welded steel fabric ref 245	kg	40.00		
C3.3.12.4	Welded steel fabric ref 193	kg	700.00		
C3.3.13	Polymer film sheeting (0.15 mm thick) for concrete-lined open drains	m ²	3600.00		

C4.2 CUT MATERIALS

Item	Description	Unit	Quantity	Rate	Amount
C4.2	CUT MATERIALS				
C4.2.1	Compiling and implementing M&U plans for the cuttings:				
C4.2.1.1	Cuttings exceeding 5 000 m³ up to 10 000 m³	No	1.00		
C4.2.3.1	Soft excavation	m³	100.00		
C4.2.3.2	Boulder excavation class A	m³	50.00		
C4.2.7	Removal of unsuitable stable cut material to spoil:				
C4.2.7.1	In layer thicknesses of 200 mm and less	m³	46.76		
C4.2.12	Finishing the side slopes:				
C4.2.12.1	Cuttings:				
	(a) In soft material	m²	87.98		
	(b) In boulder material class A and B	m²	65.00		
	(c) In hard material	m²			

[illegible]

C4.4 COMMERCIAL MATERIALS

C170

[illegible]

[illegible]

[illegible]

[illegible]

C11.2 NON-STRUCTURAL GABIONS

Item	Description	Unit	Quantity	Rate	Amount
C11.2	NON-STRUCTURAL GABIONS				
C11.2.1	Foundation trench excavation:				
C11.2.1.1	Excavating all material situated within the following depth ranges below the surface level:				
	(a) 0 m to 1,5 m	m ³	20.00		
	(b) Exceeding 1,5 m and up to 3,0 m	m ³	10.00		
C11.2.1.2	Extra over sub-item C11.2.1.1 for excavation in hard material, irrespective of depth	m ³	5.00		
C11.2.3	Gabion boxes and mattresses:				
C11.2.3.1	Galvanized gabion boxes (Length 1 m, depth 1 m width 4m and nominal diameter mesh wire 2.7 mm. Mesh size 80 mm x 100 mm)	m ³	120.00		
C11.2.3.3	Galvanized gabion mattresses (6.0m x 2.0m x 0.3m with mesh size 80mm x 100mm, 2.7mm OD frame wire and 2.2mm OD mesh wire and diaphragm spacing 1,0m)	m ³	250.00		
C11.2.4	Geotextile (Filter fabric (kaytech grade A4 or similar))	m ²	900.00		

C11.4 ROAD RESTRAINT SYSTEMS

Item	Description	Unit	Quantity	Rate	Amount
C11.4	ROAD RESTRAINT SYSTEMS				
C11.4.1	Erecting of guardrails at 3,81 m spacing:				
C11.4.1.1	Complete galvanized system compliant to SANS 1350:				
	(a) On timber posts	m	310.00		
C11.4.1.2	Terminal sections for 3,81 guardrails comprising of:				
	(a) End wings to SANS 1350	No	2.00		
	(c) Bridge adapters to SANS 1350	No	4.00		
	(d) End treatments where single guardrail sections are specified (drawing reference)	No	2.00		
	(e) End treatments where double guardrail sections are specified (drawing reference)	No	6.00		
	(g) Extra over C11.4.1.2(d) and C11.4.1.2(e) for excavating holes for posts using labour enhanced methods (soft and intermediate)	No	2.00		
C11.4.6	Reflective plates:				
C11.4.6.1	Steel plates	No	120.00		

C11.6 ROAD SIGNS

Item	Description	Unit	Quantity	Rate	Amount
C11.6	ROAD SIGNS				
C11.6.1	Road signboards with painted or coloured semi-matt background. Symbols, lettering and borders in semi- matt black or in Class I retro-reflective material, where the sign board is constructed from:				
C11.6.1.1	Aluminium sheet (2,0 mm thick):				
	(b) Area exceeding 0,5 m ² but not 2,0 m ²	m ²	1.50		
C11.6.1.7	Regulatory signs, permanent:				
	(a) 600 mm diameter (Circular)	No	3.00		
	(b) 900 mm diameter (triangular)	No	12.00		
	(c) 600mm x 450 mm diameter (rectangular	No	6.00		
	(c) 600mm x 150 mm diameter (rectangular	No	4.00		
	(c) 450 mm diameter (square) mounted back-to-back	No	7.00		
C11.6.5.1	Excavating soft material and backfilling	m ³	15.00		
C11.6.5.2	Excavating soft or intermediate material and backfilling using labour enhanced construction methods	m ³	5.00		
C11.6.5.3	Extra over item C11.6.5.1 and 2 for cement-treated soil backfill	m ³	7.00		
C11.6.5.4	Extra over item C11.6.5.1 for hard material excavation	m ³	6.00		
C11.6.5.5	Imported backfill material from commercial sources	m ³	15.00		

C11.8 LANDSCAPING AND PLANTING PLANTS

Item	Description	Unit	Quantity	Rate	Amount
C11.8	LANDSCAPING AND PLANTING PLANTS				
C11.8.3	Preparing the areas for grassing:				
C11.8.3.3	Topsoiling within the road reserve where the following materials are used: (a) Topsoil obtained from within the road reserve or borrow areas	m ³	750.00		
C11.8.3.5	Providing and applying chemical fertilisers and / or soil-improvement material:				
	(b) Superphosphate	t	0.10		
	(c) Limestone ammonium nitrate	t	0.05		
	(d) 2:3:2 (22)	t	0.10		
C11.8.4	Grassing:				
C11.8.4.2	Sodding by using the following types of sods:				
	(b) Veld sods	m ²	5000.00		
C11.8.4.3	Hydroseeding:				
	(a) Providing an approved seed mixture for hydroseeding	kg	20.00		
	(b) Providing an approved mulch	kg	20.00		
	(c) Hydroseeding	ha	0.50		
C11.8.5	Watering the grass when established by topsoiling only	kℓ	100.00		
C11.8.10	Unspecified work for landscaping	prov sum	1.00		

C3.3 PARTICULAR SPECIFICATIONS

PART G: ~~CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)~~

PART G: ~~CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)~~
BILL OF QUANTITIES

SCHEDULE G: ~~CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)~~

						SECTION G
ITEM	DESCRIPTION	LI	UNIT	QTY	RATE	AMOUNT R
Total Brought Forward From Summary (Pg C80) For CSDG – 0.25% of SUBTOTAL 1)						
G	CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)					
G7.04	(a) Employment of Learners employed under Method 1:					
	(i) Provision for stipends		Number			
	(ii) Provision for additional Costs		Number			
	(b) Employment of Learners employed under Method 2:					
	(i) Provision for stipends		Number			
	(ii) Provision for additional Costs		Number			
	(c) Employment of Learners employed under Method 3					
	(i) Provision for stipends		Number			
	(ii) Provisions for mentorship		Number			
	(iii) Provisions for additional Costs		Number			
	(d) Employment of Learners employed under Method 4					
	(i) Provision for stipends		Number			
	(ii) Provisions for mentorship		Number			
	(iii) Provisions for additional Costs		Number			

PART G: ~~CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)~~

G1. ~~SCOPE~~

~~This part provides the specifications with regard to the following:~~

- ~~(a) The Contract Skills Development Goals as per the Standard for developing skills through infrastructure contracts, 2020 as gazetted in the Government Gazette No. 43495, 3 July 2020.~~

~~The below specifications are intended as a guide and are to be read in conjunction with the above-mentioned standards for the implementation of the programme.~~

G2. ~~STANDARD FOR DEVELOPING SKILLS THROUGH INFRASTRUCTURE CONTRACTS~~

~~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.~~

~~The CIDB B.U.I.L.D Standard for developing skills through infrastructure contracts 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, services, design and build or engineering and construction works contracts associated with such expenditure. This standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead 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 below.~~

Table 1: Categories of registration

PROFESSION	CATEGORY OF REGISTRATION	ACT
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)

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

G3. ~~REQUIREMENTS~~

G3.1 ~~CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)~~

G3.1.1 ~~The contractor shall attain or exceed the contract skills development goal OF 0.25% in the performance of the contract or the execution of an order.~~

G3.1.2 ~~Where required in terms of the contract, 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.~~

~~**G3.1.3** Where required in terms of the contract or order, the employer shall advise the contractor of the types of training to be undertaken by the learners and candidates based on the needs and requirements of the candidate's qualifications.~~

~~**G3.2 ACHIEVING THE CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)**~~

~~**G3.2.1** 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~~

~~**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;~~

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

~~**G3.2.2** Employed learners may not account for more than 33 percent of the contract skills development goal.~~

~~**G3.2.3** Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.~~

~~**G3.3 CONTRACT SKILLS DEVELOPMENT GOAL CREDITS**~~

~~**G3.3.1** Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.~~

~~**G3.3.2** 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 as published in the Standard for developing skills through infrastructure contracts, 2020 as gazetted in the Government Gazette No. 43495, 3 July 2020, 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.~~

~~**G3.4 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;~~
- ~~b) Failure to register all beneficiaries of the Standard with the cidb SDA;~~
- ~~c) Failure to submit a copy of the final contract compliance training report within 15 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 not be provided;~~
 - 3) ~~the required training plan for learners not be provided;~~
 - 4) ~~the training reports covering a period not be provided;~~
 - 5) ~~the required records, specified documents and signatures not be provided;~~
 - 6) ~~the structured mentorship is found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;~~
 - 7) ~~the structured workplace learning is found not to be 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 does 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 programmes that are 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.~~

~~G4 COMPLIANCE WITH REQUIREMENTS~~

~~G 4.1 GENERAL~~

~~G 4.1.1~~ The contractor shall submit to the employer's representative:

- a) ~~within 30 days of the contract coming into effect or the issuing of an order, a contract compliance baseline training plan taking into account the skills mix and type of workers that are to be engaged;~~
- ~~interim contract compliance training reports at intervals which do not exceed 3 months; and~~
- b) ~~a final contract compliance training report within 15 days of reaching practical completion of the construction works.~~

~~G4.1.2~~ 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;~~
- b) ~~the skills mix and skills types achieved on the contract; and~~
- c) ~~the names, ID numbers and period of employment of each learner and~~
- d) ~~candidate.~~

~~G4.1.3~~ The contractor shall keep records of the hours worked and registration particulars towards compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

~~G4.1.4~~ The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

~~G4.1.5~~ The learners shall be directly employed by the contractor or SDA. The contractor shall 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 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.~~

G4.2 STRUCTURED WORKPLACE LEARNING OPPORTUNITIES FOR LEARNERS

G4.2.1 ~~Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.~~

G4.2.2 ~~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.~~

G4.2.3 ~~Mentoring 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. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.~~

G4.2.4 ~~Supervision 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 with a minimum of 3 years of post qualification experience.~~

G4.2.5 ~~The contractor shall submit to the employer's representative, in respect of each learner:~~

- a) ~~within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor;~~
- b) ~~within one month of commencing work directly related to the contract or order:~~
 - 1) ~~proof of registration as a learner with the relevant SETA where applicable; and~~
 - 2) ~~a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;~~
- c) ~~within two weeks of updating a workplace training plan, the revised workplace training plan;~~
- d) ~~a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.~~

G4.2.6 ~~Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.~~

G4.2.7 ~~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 a qualification.~~

G4.3 STRUCTURED WORKPLACE LEARNING FOR CANDIDATES

G4.3.1 ~~Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.~~

G4.3.2 ~~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 inhouse mentor, the contractor shall enter into a mentoring agreement with the candidate and 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.~~

~~**G4.3.3** 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 should ensure 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 assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.~~

~~**G4.3.4** The contractor shall submit to the employer's representative, in respect of each candidate:~~

- ~~a) within one month of commencing work directly related to the contract or order:
 - ~~1) a workplace training plan together with name of the candidates' mentor and supervisor;~~
 - ~~2) proof of registration as a candidate with the relevant professional body or statutory council; and~~
 - ~~3) register all beneficiaries of the Standard with the cidb SDA~~~~
- ~~b) within one month of commencing work directly related to the contract or order 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;~~
- ~~c) within two weeks of updating a workplace training plan, the revised workplace training plan;~~
- ~~d) quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.~~

~~**G4.3.5** 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.~~

~~**G4.3.6** The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.~~

G5 RECORDS

~~**G5.1** The contractor shall submit all the documentation required in terms of clause 4 in a timely manner and according to a prescribed format where applicable. The contractor shall submit to the Employer's Representative the following proformas:~~

- ~~• Form A2 Baseline Training Plan~~
- ~~• Form A3 Project Interim Report~~
- ~~• Form A5 Project Completion Report~~

~~**G5.2** 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.~~

~~**G5.3** The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity~~

and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

G5.4 PRO-FORMA DOCUMENTS

The following Annexures are contained at the end of Part G Specifications and shall be used by the contractor in relation to all the reporting requirements.

Annexure 1 Form A1 List of Recognised Skills Development Agencies

Annexure 2 Form A2 Baseline Training Plan

Annexure 3 Form A3 Project Interim Report

Annexure 4 Form A4 Supervisor Agreement

Annexure 5 Form A5 Project Completion Report

G6 SANCTIONS

G6.1 In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract shall apply.

G7 MEASUREMENT AND PAYMENT

Item	Unit
------	------

G7.01 Payments associated with the Contract Skills Development Goals:

(a) Employment of Learners employed under Method 1

(i) Provision for stipends Number (No.)

(ii) Provision for additional Costs Number (No.)

(b) Employment of Learners employed under Method 2

(i) Provision for stipends Number (No.)

(ii) Provision for additional Costs Number (No.)

(c) Employment of Learners employed under Method 3

(i) Provision for stipends Number (No.)

(ii) Provisions for mentorship Number (No.)

(iii) Provision for additional Costs Number (No.)

(d) Employment of Candidates employed under Method 4

(i) Provision for stipends Number (No.)

(ii) Provisions for mentorship Number (No.)

(iii) Provision for additional Costs Number (No.)

The payment items under subitem G7.01(a)(i), (b)(i), (c)(i) and (d)(i) shall be the stipends associated

with each Number of Students/Learners/Candidates employed under each methods for the duration of the projects and shall be used to cover the cost of stipend payments made by the Contractor to the participants of the Skills Development Programme, including any associated COIDA and UIF payments, all as authorised by the Employer's Agent.

Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner.

Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the contractor must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner.

The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on the 1st April in each year.

The provisional sum under subitem G7.01(a)(ii), (b)(ii), (c)(iii) and (d)(iii) shall be used to cover all costs associated with the provision personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) and storage thereof, assessment, moderation and monitoring of learners, all as authorised by the Employer's Agent.

The unit of measure for subitems G7.01 (c)(ii) and (d)(ii) shall be the Number (No) of mentors employed by the contractor to provide any mentorship for students and candidates employed under method 3 and 4, all as authorised by the Employer's Agent, and shall cover all associated costs for mentorship including travelling, preparation of reports, preparation and review of training plans and any other costs associated with the Mentor fulfilling the requirements of Clause G4.3.

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

The costs for providing training opportunities for this contract shall be as detailed in Table 3, and as published by CIDB on the Standards for Skills Development.

**COMPILER TO ENSURE
LATEST THE LATEST
RATES ARE USED**

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

**PART G: ~~CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)~~
ANNEXURES**

Annexure 1 Form A1 List of Recognised Skills Development Agencies

CIDB Recognised Skills Development Agencies								
No	Name of SDA	SDA Registration Number	Status	Recognition Date End	Province	Contact Person	Contact Number	Email Address
01	CIDB SDA	SDA/ZA/16/00001	Active	01/04/2025	National	Pranveer Harriparsadh	012 482 7230	pranveerh@cidb.org.za
02						Thabelo Ramaru	012 482 7249	thabelor@cidb.org.za
03								
04								

Annexure 2 – Form A2 Baseline Training Plan

CIDB SKILLS STANDARD BASELINE TRAINING PLAN

Contractor Details						
Contractor Name:						
CRS Number:						
Estimated start date						
Estimated Completion date						
Size of Organisation	Small (1-49 employees)		Medium (50-149 employees)		Large (≥150 employees)	

Contractor Contact Details	
Name of Contact Person	
Designation of Contact Person	
Contact Details	Cell Number:
	Landline Number:

Contractor Contact Details	
	Email address:

Contract Data				
Project Name				
CIDB Contract Number				
Name of Client:				
Project Description				
Final Tender Sum (at tender award)				
Project Location				
Project duration				
Estimated start date				
Estimated Completion date				
Description	Designation	Project Value	CSDG %	Min CSDG Target
Civil Eng.	CE		0.25	
General Building	GB		0.50	
Civil & General Building	CE & GB		0.375	
Electrical Eng.(Building)	EB		0.25	
Electrical Eng.(Infrastructure)	EP		0.25	
Mechanical Eng.	ME		0.25	
Specialist	SW		0.25	
Total				

Construction Skills Development Goal (CSDG) Baseline Training Plan					
Training Method	Number of Employed Learners	Number of Unemployed Learners	Area/s of Specialisation/Trade	Duration of Placement	Total Notional Cost
Method 1: Skills Programme					
Method 2: FET College Graduates/ Apprenticeship					
Method 3: P1 and P2 learners or a 240 credit qualification					
Method 4: Candidacy with 360 credit qualification					
Total					

Note: Refer to Table 3 in the Standard for Developing Skills through Infrastructure Contracts Government Gazette 43495 of 3 July 2020 for the notional costs

Contractor's Representative Name: _____ Designation: _____

Signature: _____ Date: _____

Employer's Representative Name: _____ Designation: _____

Signature: _____ Date: _____

For Office Use for SDA				
Action	Status			
Project verified on CIDB Register of Projects (RoP)	Yes		No	
Training plans developed	Yes		No	
Appropriate learners available	Yes		No	
Target learners sent to contractor	Yes		No	
SDA processes explained to contractor	Yes		No	
Placement plan developed	Yes		No	
Training Method	Percentage (%) contribution to the CSDG			
Method 1				
Method 2				
Method 3				
Method 4				
Total				

CIDB SDA Contact Person: Mr Pranveer Harriparsadh or Thabelo Ramaru
Email address: pranveerh@cidb.org.za or thabelor@cidb.org.za Tel. 012 482 7230/7249

SDA Representative Name: _____ Designation: _____
 Signature: _____ Date: _____

FORM A3: PROJECT INTERIM TRAINING REPORT

Section A: Employer Information

Section B: Contract Data

cdib Contract Number
Contract Title
Tender Value (R)
Contract Skills Development Goal (R)
SIP Number (If Applicable)
SIP Project Code (If Applicable)

SECTION C: Definitions and Beneficiary Information

Training Methods:

- Method (M1):** structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;
- Method (M2):** structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade subject to at least 60% of the artisan learners being holders of public TVET college qualifications;
- Method (M3):** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;
- Method (M4):** work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

[illegible]

Section D: Declaration: Contractor Representative

I, the undersigned warrant that:

- I am duly authorised to submit this notice on behalf of the Contractor

The contents of this notice are within my personal knowledge and are to the best of my belief both true and correct.

Section E: Declaration: Employer's Representative

I, the undersigned warrant that:
 • The contents of this notice are within my personal knowledge, and are to the best of my belief both true and correct.

Annexure 4 – Form A4 Supervisor Agreement

Memorandum of understanding between Supervisor and Learner

The Contractor is responsible for the effective management of the learning opportunities provided through the cidb *Standard for the Development of Skills through Infrastructure Contracts* (cidb Skills Standard). The attainment of successful learning outcomes and professional development of the learners is largely dependent on the relationship between the assigned Supervisor and the Learner. As a participant in the implementation of the cidb Skills Standard you agree to the Supervisor relationship and commit to endeavour through the challenges of a construction project to give value to the training programme.

The Responsibilities of a Supervisor to the Learner include:

- stimulating a passion for construction
- sharing technical and practical knowledge
- fostering the development of technical and leadership skills
- facilitating networking within the working community
- instilling an expectation of personal growth and learning by the Learner
- developing knowledge and understanding in the areas of health, safety, environment, quality and production
- inculcating professionalism and a desire for continual improvement by the Learner
- creating a nurturing relationship that instils a sense of discipline and professional pride
- giving constructive feedback and
- signing the Learners logbook.

Supervisor's name _____

Signature: _____

Date: _____

The Responsibilities of a Learner are:

- ~~adhere to the Host Employer's onsite rules and policies~~
- ~~have an expectation of personal growth and learning~~
- ~~to be enthusiastic and motivated~~
- ~~to be open and accept supervision from the Supervisor and other colleagues~~

- ~~to develop a thorough understanding of health, safety, environment, quality and production~~
- ~~to have a positive attitude~~
- ~~to display a strong sense of discipline and to be conscious of time~~
- ~~to operate within the team~~
- ~~to take the time to learn and practice new skills~~
- ~~to make time to fill in your logbook and obtain the Supervisor's signature for completed tasks~~

Intern's Name: _____ ID No: _____

Signature: _____ Date: _____

PART C4: SITE INFORMATION

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C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS	C201
C4.3 EXISTING SERVICES REPORT	C202
C4.4 CONDITIONS ON SITE: MATERIALS INFORMATION	C203
C4.5 TRAFFIC INFORMATION	C204

Mhlatuze River Bridge No.3837 on D2238

Legend

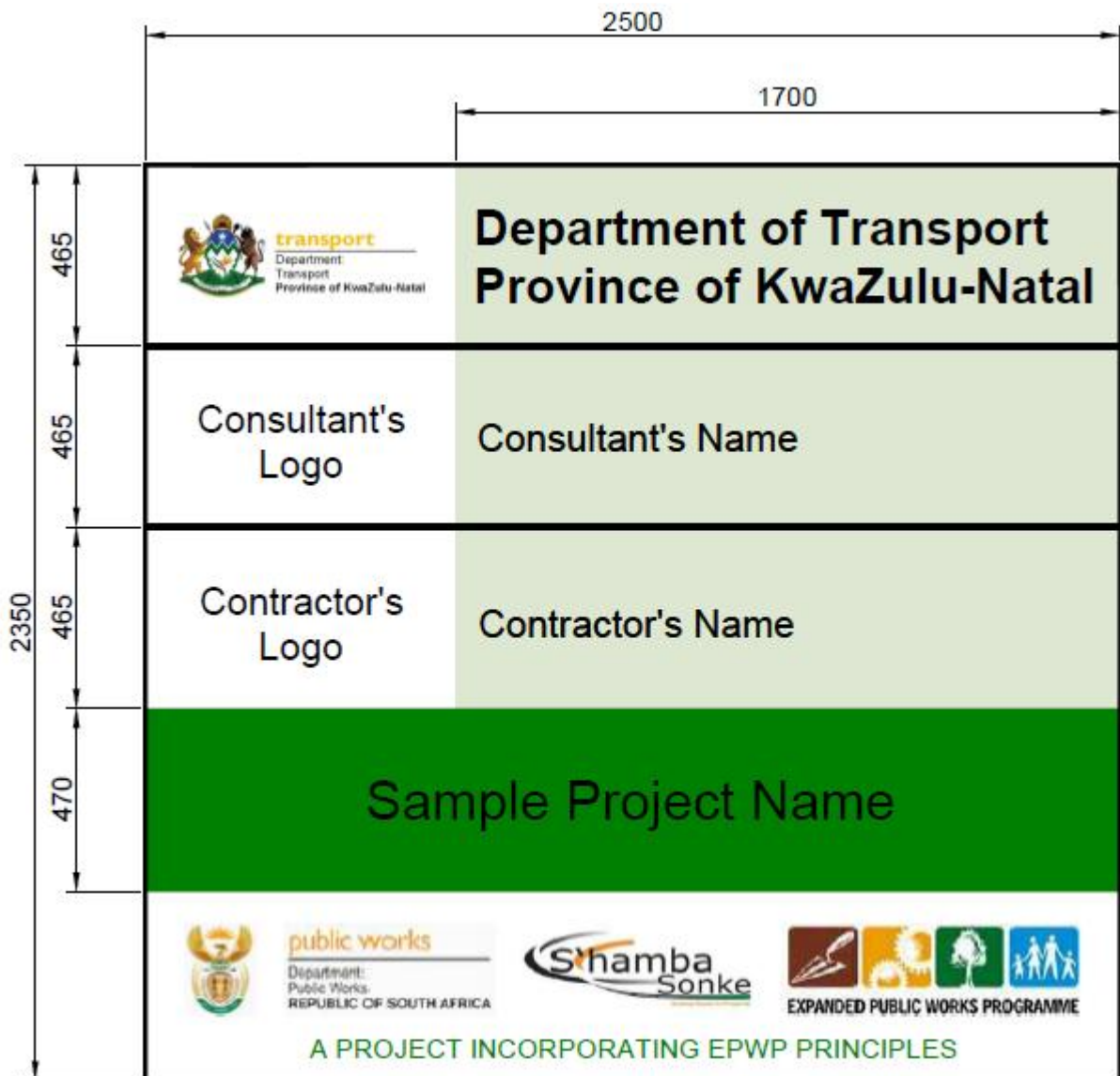
- Health Facilities
- Schools
- Routes
- Blacktop
- Concrete
- P, Blacktop
- P, Concrete
- P, Gravel
- D, Blacktop
- D, Concrete
- D, Gravel
- L, Blacktop
- L, Concrete
- L, Gravel

3,770 Meters

C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

C4.2.1 CONTRACT SIGNBOARD FOR USE WHEN THE NYS PROGRAMME IS NOT REQUIRED:

Note: The “S’hamba Sonke” logo, as indicated below, shall appear on the signboard for Provincial Road Maintenance Grant (PRMG) contracts only. In all other cases it shall be omitted.



C4.3 EXISTING SERVICES REPORT

1. Location of services

The known services on the site include:

The following services are scheduled for relocation under this contract:

It is also expected that unknown buried domestic services crossings requiring relocation or protection may be encountered along the route as the work proceeds. The Contractor shall therefore make every effort to establish the location of any such unknown services in a particular area prior to excavations commencing in that area. Such efforts shall include the Contractor conducting a thorough visual surface inspection for services in the area, and also diligently enquiring of local landowners as to whether there are any known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Employer's Agent immediately. Exploratory hand excavation trenching work shall be carried out where necessary to establish the exact position of buried services.

The Contractor shall take note of the requirements of clause A2.1 of the COTO 2020 DS standard specifications with regard to services.

2. Liaison with service owners

Immediately after the site has been handed over to the Contractor and prior to the commencement of any construction work on the site, the Contractor shall arrange a meeting with the relevant authorities to establish the exact location of the various services affected (if any), to plan the necessary services relocations (if required) and to obtain contact details for the service owners' technical and emergency staff.

Where services relocations are required, the Contractor shall arrange regular planning meetings with the service owners until such time as the services have been relocated and commissioned and the existing services uplifted and removed.

3. Protection of existing services

Prior to the commencement of any construction work on the site, the Contractor shall establish markers at 50 m centres (or closer where necessary), clearly delineating the routes traversed by the services within the road reserve as confirmed by the service owners.

Excavation operations shall commence only after the existing services within or in the near vicinity of the excavations have been suitably protected against damage.

The Contractor shall take particular care when carrying out blasting, pneumatic or mechanical breaking, and general excavation operations in the vicinity of the services, and subcontractors, foremen and plant operators shall be fully briefed on precautionary measures to be taken before excavation commences in these areas.

4. Relocation of services

Should any services need to be relocated, the Contractor shall be required to assist the service owner with programming, organising and carrying out the relocation work, in order to minimise any delays in the construction.

5. Payment for the services relocation work

A provisional sum has been provided under section C2.1 of the bill of quantities to cover the costs of any protection, relocation, realignment, removal or replacement of services that may arise.

C4.4 CONDITIONS ON SITE: MATERIALS INFORMATION

TO BE INSERTED DURING TENDER

C4.5 TRAFFIC INFORMATION

NOT APPLICABLE