

CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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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. ZNB00469/00000/00/HOD/INF/21/T: REQUEST FOR PROPOSALS FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE UPGRADE OF P258 FROM KM 13.4 - KM 23.4 IN THE 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]

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:

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 'FIDIC Silver Book – A companion to the 2017 EPC/Turnkey Contract', issued by the Institution of Civil Engineers (ICE) (abbreviated title: 'FIDIC SILVER BOOK 2017').

It is agreed that the only variations from the FIDIC SILVER BOOK 2017 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 FIDIC SILVER BOOK 2017 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 FIDIC SILVER BOOK 2017, 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 FIDIC SILVER BOOK 2017, and an appropriate heading.

The bidder is to ensure that they assist the employer in complying with the IDPM Policy which is aligned to the FIDPM Framework.

C1.2.1.2.2 AMENDMENTS TO THE FIDIC SILVER BOOK 2017

SCC 1.1 Definitions

Add the following to the end of Clause 1.1:

"SCC 1.1.81 "Targeted Enterprise" means an enterprise as defined in Part G: Small Contractor Development of section C3.3 Particular Specifications in Part C3: Scope of Work."

SCC 4.1 Contractor's General obligations

Add the following new paragraphs to the end of Clause 4.1

"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 F: 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 G: 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 6.2 Rates of wages and Conditions of Labour

Add the following to Clause 6.2:

“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 10.1 Taking Over the Works and Sections

Add the following to Clause 10.1:

“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 6.2.2 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 15.”

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				
<p>1.</p> <p>1.1.24</p> <p>1.1.21</p> <p>1.1.10</p> <p>1.1.27</p>	<p>GENERAL</p> <p>The Defects Notification Period (DNP) is 12 months.</p> <p>The time for achieving design approval is 12 The maximum construction period is 36 months. Total project duration is 48 months.</p> <p>Pricing Strategy: The Contract is to be a FIXED PRICE Contract.</p> <p>Name of Employer: Province of KwaZulu-Natal represented by Head of Department: Department of Transport</p> <p>Address of Employer:</p> <table border="0"> <tr> <td><u>Physical:</u></td> <td><u>Postal:</u></td> </tr> <tr> <td>172 Burger Street Pietermaritzburg 3201</td> <td>Private Bag X9043 Pietermaritzburg 3200</td> </tr> </table> <p>E-mail: Njabulo.Vezi@kzntransport.gov.za</p> <p>Telephone No: 033 355 8615 Fax No: 033 345 7537</p>	<u>Physical:</u>	<u>Postal:</u>	172 Burger Street Pietermaritzburg 3201	Private Bag X9043 Pietermaritzburg 3200
<u>Physical:</u>	<u>Postal:</u>				
172 Burger Street Pietermaritzburg 3201	Private Bag X9043 Pietermaritzburg 3200				
<p>3.</p> <p>3.1</p>	<p>THE EMPLOYER'S ADMINISTRATION</p> <p>N/A</p>				
<p>4.</p> <p>SCC 4.1</p>	<p>CONTRACTOR'S GENERAL OBLIGATIONS</p> <p>The contract participation goal for local labour content (Refer to page T30 and T31).</p> <p>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 F: 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.</p> <p>The contract participation goal for Targeted Enterprises minimum 35% for construction and engineering works.</p> <p>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 G: 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.</p> <p>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</p>				

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
SCC 4.1	<p>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.</p> <p>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.</p>
8.	TIME AND RELATED MATTERS
SCC 8.1	<p>The date of commencement of the project shall be within 28 days after the Award Date.</p> <p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> (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.
C 4.5	<p>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).</p>
11.1	<p>The requirements for achieving Practical Completion are as stated in COTO Standard Specifications for Road and Bridge Works for State Road Authorities and clause 11.1 of FIDIC Silver Book.</p> <p>The bidder shall submit the following:</p> <ul style="list-style-type: none"> (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 requires to complete the as-built drawings and records. (iii) Design, documentation and specialist studies work carried out during the duration of the project. <p>The latent defects period is 10 years.</p>
14.	PAYMENT AND RELATED MATTERS
SCC 19.1 & 19.2	<p>The security to be provided by the Contractor shall be, but not limited to, all necessary insurances as detailed in clause 19.1 and 19.2 of FIDIC Silver book:</p>
SCC 14.9	<p>The percentage retention on the amounts due to the Contractor is 10%.</p> <p>A retention guarantee in lieu of a cash retention is permitted.</p>
19.	RISKS AND RELATED MATTERS
SCC 19.2	<p>All insurances, sureties and professional indemnities to be provided by the bidder.</p> <p>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.</p>

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER
20. SCC 20.1 & 20.2	CLAIMS AND DISPUTES Disputes shall be referred to ad-hoc adjudication. Unresolved disputes shall be referred to litigation.
	DATA WITH REFERENCE TO C3.3 PARTICULAR SPECIFICATIONS
PART G G2.9	SMALL CONTRACTOR DEVELOPMENT (CPG) The target area for local labour is District Municipality 26/Abaqulusi Local Municipality. The target area for Targeted Enterprises is District Municipality 26/Abaqulusi Local Municipality. Should payment to the sub-contractors not be made, invoices will not be processed.

C1.2.3: DATA PROVIDED BY THE BIDDER

The following contract specific data are applicable to this contract.

CLAUSE	CONTRACT SPECIFIC DATA PROVIDED BY THE BIDDER										
<p>1.</p> <p>1.1.11</p>	<p>GENERAL</p> <p>Name of Bidder:</p> <p>.....</p> <p>Address of Bidder</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;"><u>Physical:</u></td> <td style="width: 50%; text-align: center;"><u>Postal:</u></td> </tr> <tr> <td style="text-align: center;">.....</td> <td style="text-align: center;">.....</td> </tr> <tr> <td style="text-align: center;">.....</td> <td style="text-align: center;">.....</td> </tr> <tr> <td style="text-align: center;">.....</td> <td style="text-align: center;">.....</td> </tr> <tr> <td style="text-align: center;">.....</td> <td style="text-align: center;">.....</td> </tr> </table>	<u>Physical:</u>	<u>Postal:</u>
<u>Physical:</u>	<u>Postal:</u>										
.....										
.....										
.....										
.....										
	<p>Signed on behalf of Tenderer:</p>										

C1.3: INSURANCE

PRO FORMA

TBA

For use with the FIDIC Silver Book 2017.

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. ZNB00469/00000/00/HOD/INF/21/T: REQUEST FOR PROPOSALS FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE UPGRADE OF P258 FROM KM 13.4 - KM 23.4 IN THE 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. ZNT (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:

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 and Conditions of Contract. This contract is a fixed price contract and is inclusive of assessments, design works, procurement, implementation close out and hand over.

The contractor must plan the work in this contract as a set of activities. The activities should be the same activities as indicated in the programme.

The activities are to be described and indicated in Part C2.2 and a lump sum fixed price for each activity is to be entered in the Price Column.

2. DESCRIPTION OF ITEMS

The contractor is to include in the Prices in the price list the costs and profit associated with the following items as no separate payment will be made for such items:

- Soil testing, test pits and all other testing required for acceptance control as per the standards.
- Engineering fees and costs
- Excavation of all boulders
- Blasting and the removal and importation of material associated with blasting work
- Local authority charges
- Geotech tests
- EIA
- Hydrological report and application for WULA (Water Use Licence Application)
- All additional requirements as described in Part 3.1: Scope of Works

The contractor shall be responsible for and pay all costs associated with the development of the design, detail design and production of "as-built" designs for the following:

- Civil Engineering work
- Rezoning
- Temporary and permanent connections to municipal water, electricity and storm water reticulation.

3. PRELIMINARIES AND ACTIVITIES IN THE BILL OF QUANTITIES

The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories and recorded in the Bill of Quantities.

- a) An amount which is not be varied, namely Fixed
- b) An amount which is to be varied in proportion to the construction period as completed to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment in terms of the contract, namely Time Related.

Where no provision is made in the Bill of Quantities to indicate which of the two categories above apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a) 25 percent is Fixed;
- b) 75 percent is Time Related

The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources

in the execution of the works. The contract value used for the adjustment of the preliminaries shall exclude any contingency sum, the amount for the preliminaries and any amount in respect of the contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

4. PROVISIONAL SUMS

TBC – Should there be a need the Employer will advise so.

5. PRICING OF THE BILL OF QUANTITIES

There are Five schedules to be priced in the bill of quantities. These sections are inclusive of all works, which should be priced as a lump sum, and will allow for the completion of the project from initial assessments to hand over. The schedules are as follows:

- a) Schedule A: Preliminaries
- b) Schedule B: Engineering and Design Works
- c) Schedule C: Construction and Close Out
- d) Schedule F: Expanded Public Works Programme
- e) Schedule G: Small Contractor Development (CPG)

All amounts priced for per activity exclude VAT. 5% Contingencies have been allowed for which will require client approval before monies are utilized in conjunction with the terms of the contract.

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 initialled by the Tenderer.

7. INTERIM PAYMENTS

Interim payments will be made in accordance with the contract and based on the contractor completing activities and achieving milestones as set out in Part C2.2

C2.2 BILL OF QUANTITIES (ACTIVITY SCHEDULE)

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

CONTRACT NO. ZNB00469/00000/00/HOD/INF/21/T: REQUEST FOR PROPOSALS FOR ENGINEERING, PROCUREMENT AND CONSTRUCTION OF THE UPGRADE OF P258 FROM KM 13.4 - KM 23.4 IN THE EMPANGENI REGION

SCHEDULE A: PRELIMINARIES

SECTION	DESCRIPTION	AMOUNT
A1	TIME RELATED	R
A2	FIXED	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

SCHEDULE B: ENGINEERING AND DESIGN WORKS

SECTION	DESCRIPTION	AMOUNT
B1	CONDUCT ASSESMENTS (EXPROPRIATION, IDENTIFICATION OF SERVICES, SURVEYS, ANALYSIS OF SITE AND TESTS AND SITE INVESTIGATIONS REQUIRED FOR DESIGN)	R
B2	PREPARE INITIAL CONCEPT DESIGN AND RELEVANT DOCUMENTATION. ESTABLISH ANY FURTHER SURVEYS, TESTS AND/OR INVESTIGATIONS.	R
B3	PREPARE DETAILED DESIGNS AND DRAWINGS (WHERE REQUIRED)	R
B4	PREPARE WORKING DRAWINGS, METHOD STATEMENTS AND PROCUREMENT DOCUMENTS FOR CPG CONTRACTORS	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

SCHEDULE C: CONSTRUCTION WORKS AND CLOSE OUT

SECTION	DESCRIPTION	AMOUNT
C1	IMPLEMENT THE CONSTRUCTION OF THE UPGRADE OF P258 KM 13.4 – KM 23.4. INCLUSIVE OF ALL ACCEPTANCE TESTS (SUPPLY OF MATERIALS AND CONSTRUCTION)	R

C2	CLOSE OUT (MATERIAL AND DRAWING AS-BUILTS, HANDOVER DOCUMENTATION TO CLIENT AND PREPARE FINAL ACCOUNTS FOR PROJECT)	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

SCHEDULE F: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

SECTION	DESCRIPTION	AMOUNT
F1	EXPANDED PUBLIC WORKS PROGRAMME The minimum of 6% should be achieved in the project. This can be achieved during the design stage and or during the construction stage.	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

SCHEDULE G: SMALL CONTRACTOR DEVELOPMENT (CPG)

SECTION	DESCRIPTION	AMOUNT
G1	SMALL CONTRACTOR DEVELOPMENT The minimum of 35% should be achieved in the project. This can be achieved during the design stage and or during the construction stage.	R
	TOTAL CARRIED FORWARD TO TENDER SUMMARY	R

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

CONTRACT NO. ZNB00469/00000/00/HOD/INF/21/T:

TENDER SUMMARY

DESCRIPTION	AMOUNT
Totals of Bill of Quantities brought forward:	
Schedule A: Preliminaries (b/f from page C50)	R
Schedule B: Engineering and Design Works (b/f from page C58)	R
Schedule C: Construction and close out (b/f from page C66)	R
Schedule F: Expanded Public Works Programme (EPWP) (b/f from page C71)	R
Schedule G: Small Contractor Development (CPG) (b/f from page C75)	R
SUBTOTAL 1	R
<u>Add: Contingencies (5% of SUBTOTAL 1)</u>	R
SUBTOTAL 2	R
<u>Add: VAT (15% of SUBTOTAL 2)</u>	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 varies per activity.

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 Construction Programme. This Contract represents Phase 2 of the upgrading of P258 in the eMondlo area. This section of Main Road P258 commences at KM 13.4 and ends at KM 23.4.

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 committee, the community liaison officer and project participation by its leaders, constituted organisations, forums, as well as through the employment of its people. 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-intensive 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 F of section C3.3 Particular Specifications. These EPWP requirements also include provisions for the National Youth Service programme where applicable. The requirements in terms of Government's initiatives for broad-based black economic empowerment with respect to small contractor development are contained in Part G of section C3.3 Particular Specifications.

1.2 Location of the Works

The Works are located within the EMPANGENI REGION, under the Zululand District Municipality (DC26), The Abaqulusi Local Municipality (KZN263), traversing through wards 20 and 18. Section C4 has a locality map for further precise details of the location.

1.3 Overview of the Works

The UPGRADE will include layers works and drainage as well as ancillary works. Minimum 35% of the works must be subbed to local emerging businesses and contractors. All designs/drawings and method statement to be approved before commencement of works. Works to comply with the COTO standard. Any change of scope/works/designs require prior approval from the client before commencement.

1.4 Extent of the Works

The Works to be carried out must include but not limited to the following main activities:

- (a) Initial site assessments, including but not limited to, expropriation documentation, identification of services and site and test investigations required for design.
- (b) Preparation of initial concept design with relevant documentation
- (c) Initial surveys
- (d) EIA
- (e) Hydrological studies and application for WULA (water use licence application)
- (f) Stake holder engagement
- (g) Application for construction work permit by registered personnel
- (h) Detailed design and drawings for design approval.
- (i) Prepare working drawings and method statements for construction.
- (j) Prepare procurement documents for required service providers and sub-contractors
- (k) Establishment on site and clearing and grubbing.
- (l) Provision of traffic accommodation facilities.

- (m) Survey requirements.
- (n) Construction of all pavement layers to the top of the base layer, including priming to protect the base layer.
- (o) Construction of the surfacing layer
- (p) Road prism drainage.
- (q) Construction of erosion protection measures (gabions, stone pitching, etc.)
- (r) Installation of guardrails.
- (s) Finishing and cleaning up of the road and road reserve.
- (t) Installation of all road studs, road signs and road markings
- (u) 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.
- (v) Removal of all site establishment facilities and constructional plant on completion of the Works. Removal to be compliant with the EIA and/or the Environmental Acts surrounding the project.
- (w) Making good of any defects during the Defects Liability Period.
- (x) Provide a maintenance plan for completed road infrastructure.
- (y) Compiling the close out reports together with material and drawing as-built.
- (z) Hand over to the client with the necessary training if required.

1.5 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 Bidder in terms of the contract. The description of some of the major items/activities indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.

Activities of each type of work to be carried out in accordance with the contract documents are listed in the Bill of Quantities in Section C2.2.

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 traditional property outside the road reserve shall not be permitted without the owner's written authority. Any such agreement reached with a private or traditional 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.

This should cover the entire project life cycle from initial assessments and all statutory and legislative requirements, all specialist studies, concept designs, to final designs, implementation of designs through construction and close out of the project inclusive of any and all activities pertaining to this project. This must include any and all aspects of the project that will ensure a full and comprehensive complete delivery of an upgraded project P258 KM13.4 – KM23.4.

1.5.1 Access to the Site

Access to site will be provided upon the clients written approval once the engineering aspect of the project, referred to in section C2.2, Schedule B of this document is approved.

1.5.2 Demolition work

The Bidder is required to carry out any or all demolition work were needed and as necessary.

1.5.3 Spoiling of surplus material

Surplus material shall be spoiled in designated areas approved by the Employer.

1.5.4 Accommodation of traffic

The P258 is a lightly trafficked road. The Bidder shall be required to accommodate traffic on the existing roadway during any and all construction works where applicable. All traffic accommodation needs to be accounted for within your submission.

1.5.5 Accommodation of other contractors

In order to ensure the smooth running of all contracts, the bidder 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.

1.5.6 Climate

Any and all climatic elements should be accommodated for, as per the average weather condition in the area, for the project. (Consider 3 – 5-year trend).

1.5.7 Environment

The Contractor's attention is called to the requirements of Part C: Environmental Management Specification contained in section C3.3 Particular Specifications.

1.5.8 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 Bidder 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 Amakosi in the area.

1.6 Temporary Works

All Temporary Works must be catered for and shall be removed from the Site on completion of the Contract at the discretion of the bidder as and when required.

1.7 Bill of Quantities and Programme required for construction

The bidder is responsible to provide a full and comprehensive bill of quantities containing all elements of the project including engineering fees and disbursements. This should be part of the Schedule C1 cost. A construction programme is also required to monitor milestones within the project.

1.8 Contractor's campsite

Possible locations for a campsite shall be pointed out by the client.

The bidder 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, 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

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.

1.9 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.

1.10 Project programme

The Contractor shall submit a detailed time programme.

PRELIMINARY PROJECT PROGRAMME

Compiler to insert the Preliminary Construction Programme

2. ENGINEERING

All engineering work is in accordance with the Standards approved and used by the KwaZulu Natal Department of Transport. All designs and drawings are to be approved by the Employer before construction. The contractor will be responsible for all environmental aspects, testing, investigations, surveys, analysis, services pertaining to the design of the project.

3. PROCUREMENT

The contractor shall procure goods and services according to the Employer's standards. Preferential procurement deliverables need to be adhered to, achieving a minimum of 35% CPG component to the project.

The contractor is to provide employment and skills development opportunities to targeted labour – EPWP. All participation goals are to be met in line with the Employers policies and targets.

Goods are to be procured and obtained from local sources as stipulated within the content of this document.

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 'COTO Standard Specifications for Road and Bridge Works for State Road Authorities.'

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 State Road Authorities', as prepared by the South Africa Committee of Land Transport Officials (COTO)

4.3 Particular / generic specifications

The 'Standard Specifications for Road and Bridge Works for State Road Authorities' is applicable to this Contract.

4.4 Certification by recognized bodies

TBC

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

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:

5.1.1.1 Additional clauses:

(a) Site meetings and procedures

Site meetings shall be convened monthly. 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 clause 4.19 of FIDIC SILVER BOOK.

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. 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 on site is mandatory, and attendance by other interested parties will be by invitation.

5.5 Forms for contract administration

The bidder is to 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 by the Construction Manager and the Contracts manager on site and is to be agreed and signed by both parties. The original signed copy is to be retained by the Employer.

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

5.8 Payment certificates

Details of measurements will be confirmed together with the bill of quantities and programme before payment is made.

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 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 F: Expanded Public Works Programme and Part G: Small Contractor Development. The bidder should also submit monthly progress reports throughout the entire duration of the contract.

C3.2: PROJECT SPECIFICATIONS

PART B: DETAILED SPECIFICATIONS PER ACTIVITY

SCHEDULE A: PRELIMINARIES

SECTION	DESCRIPTION
A1	TIME RELATED - Time related obligations should include but not limited to the monthly running costs of the project. This should ensure that all tools, space and requirements needed to complete assessments, designs, drawings and documentation is acquired. For construction the contractor should account for all site offices, laboratories, accommodation, running costs of electricity, water, sewage, internet, telephone and other monthly costs required to perform tasks.
A2	FIXED - Fixed obligations should include but not limited to the setting up his organization, personnel, camps, accommodation, ablution and other facilities, offices, stores, workshops, other temporary structures, fencing, testing facilities and constructional plant on site and the removal of at completion of the contract. This obligation should also include all insurances, sureties and professional indemnities for the project. All insurances, sureties and professional indemnities should be aligned with the total form of offer.

SCHEDULE B: ENGINEERING AND DESIGN WORKS

SECTION	DESCRIPTION
B1	<p>CONDUCT ASSESMENTS (EXPROPRIATION, IDENTIFACTION OF SERVICES, SURVEYS, ANALYSIS OF SITE AND TESTS AND SITE INVESTIGATIONS REQUIRED FOR DESIGN)</p> <p>All work completed under activity B1 is to conform to, but not limited to TRH 22, TMH 12 and all other relevant design code documents.</p> <p>Testing in accordance but not limited to TRH 4 and COTO.</p> <p>The relevant statutory and legislative compliance information needs to be obtained by the bidder relating to all services (wayleaves), expropriation and mining activities.</p> <p>Appointment of PLC and payment of PLC for 48 months. This will include induction of PLC. Allow for a maximum of 30 PLC members at R430.00 per member per month.</p> <p>Appointment of CLO for 48 months at a scaled labour rate per hour multiplied 1.5 per hour based on an 8 hour working day.</p>
B2	<p>PREPARE INITIAL CONCEPT DESIGN AND RELEVANT DOCUMENTATION. ESTABLISH ANY FURTHER SURVEYS, TESTS AND/OR INVESTIGATIONS.</p> <p>All work completed under this activity to conform to, but not limited to, TRH 4, TRH 17, TRH 16, SAPEM – CHAPTER 10 AND TG2, SANS Manuals, SANRAL Geometric Design Manual, SANRAL Drainage Manual and TRH 3 for seal designs.</p>
B3	<p>PREPARE DETAILED DESIGNS AND DRAWINGS</p> <p>All work completed under this activity to conform to, but not limited to, TRH 4, TRH 17, TRH 16, SAPEM – CHAPTER 10 AND TG2, SANS Manuals, SANRAL Geometric Design Manual, SANRAL Drainage Manual and TRH 3 for seal designs.</p>
B4	<p>PREPARE WORKING DRAWINGS, METHOD STATEMENTS AND PROCUREMENT DOCUMENTS FOR CPG CONTRACTORS</p>

	All work completed under this activity to conform to, but not limited to, COTO and SANRAL M2 Construction Quality Control Manual.
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SCHEDULE C: CONSTRUCTION AND CLOSE OUT

SECTION	DESCRIPTION	AMOUNT
C1	<p>IMPLEMENT THE CONSTRUCTION OF THE UPGRADE OF P258 KM 13.4 – KM 23.4. INCLUSIVE OF ALL ACCEPTANCE TESTS</p> <p>All work completed under this activity to conform to, but not limited to COTO, SANS and SANRAL M2 Construction Quality Control Manual</p> <p>Traffic accommodation is as per SARTSM.</p>	R
C2	<p>CLOSE OUT (MATERIAL AND DRAWING AS-BUILTS, HANDOVER DOCUMENTATION TO CLIENT AND PREPARE FINAL ACCOUNTS FOR PROJECT)</p> <p>Work carried out for this activity is in accordance with the Department of Transport Standards.</p>	R

SCHEDULE F: EXPANDED PUBLIC WORKS PROGRAMME (EPWP)

SECTION	DESCRIPTION	AMOUNT
F1	<p>EXPANDED PUBLIC WORKS PROGRAMME</p> <p>The bidder is required to ensure that the minimum targets of employment (6%) is achieved during the course of the project. Labour, training and employment of people may be done at any time the contract, ie. during the engineering and construction part of the project. Reporting on this must be completed as per the prescribed reporting structure within this document or as instructed by the client.</p>	R

SCHEDULE G: SMALL CONTRACTOR DEVELOPMENT (CPG)

SECTION	DESCRIPTION	AMOUNT
G1	<p>SMALL CONTRACTOR DEVELOPMENT (CPG)</p> <p>A minimum of 35% CPG and a minimum of 35% RET consultants is required to be met on this project. A detailed specification is provided for the construction part of the CPG component within this document. This is there to ensure that the clients requirements are met with CPG contractors during the construction part of the project. It is further noted that sub-consulting (RET) is required at a minimum of 35% during the duration of the project.</p>	R

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	C62
PART E: OHS&A 1993 HEALTH AND SAFETY SPECIFICATION	C67
PART F: EXPANDED PUBLIC WORKS PROGRAMME.....	C75
PART G: SMALL CONTRACTOR DEVELOPMENT	C93

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 FIDIC SILVER BOOK 2017 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,
- 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.

C3.3 PARTICULAR SPECIFICATIONS

PART E: OHS&A 1993 HEALTH AND SAFETY SPECIFICATION

PART E: OHS 1993 HEALTH AND SAFETY SPECIFICATION

E1. 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 OHS 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 OHS 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.

E2. DEFINITIONS

For the purpose of this contract the following shall apply:

E2.1 **"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.

E2.2 **"Contractor"** where used in the contract documents and in this specification, means the Contractor as defined in the FIDIC SILVER BOOK, 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 OHS 1993, be the mandatory, without derogating from his status as an employer in his own right.

E2.3 **"Employer"** where used in the contract documents and in this specification, means the Employer as defined in the FIDIC SILVER BOOK 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.

E2.4 **"Employer's Agent"** where used in this specification, means the Employer's Agent as defined in the FIDIC SILVER BOOK.

E3. EMPLOYER'S BASELINE RISK ASSESSMENT

E3.1 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.

E3.2 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).

E3.3 Guidelines for construction and maintenance projects under Covid-19 Lockdown

The Employer has prepared guidelines which set out the key principles and minimum requirements that define responsible, healthy and safe operations for road construction operations under COVID-19 Lockdown conditions, for the Contractor to comply with. In addition, the Contractor shall comply with any new COVID-19 Regulations issued by Government.

The guidelines have been included as Annexure A at the end of this Project Document.

E4. 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.

E5. 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.

E6. 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.

E7. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

E7.1 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.

E7.2 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).

E7.3 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.

E8. APPOINTMENT OF SAFETY PERSONNEL

E8.1 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.

E8.2 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 full-time or 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.

E8.3 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.

E8.4 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.

E8.5 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.

E8.6 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.

E9. 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.

E10. CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary 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 mandatary (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.

FIDIC SILVER BOOK

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):
.....
.....
.....

ANNEXURE 2 - Continued

7. Exact physical address of the construction site or site office:

.....
.....
.....

8. Nature of the construction work:

.....
.....
.....

9. Expected commencement date:

10. 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

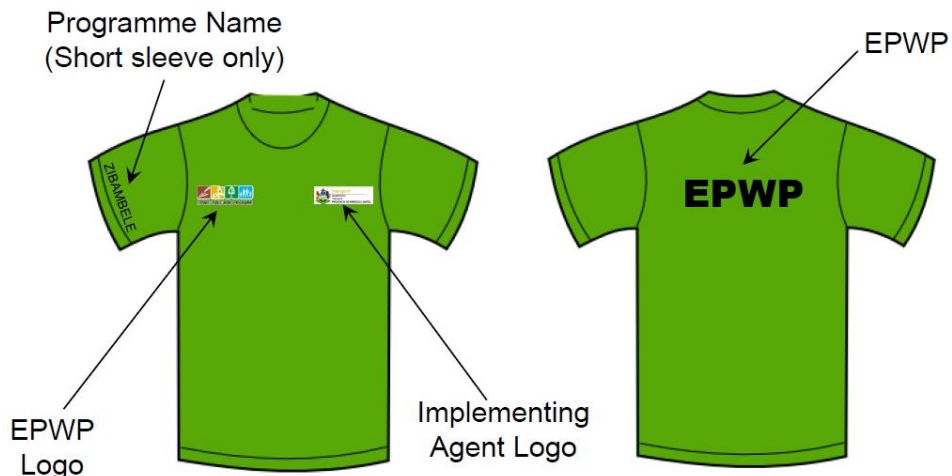
PART F: EXPANDED PUBLIC WORKS PROGRAMME

PART F: EXPANDED PUBLIC WORKS PROGRAMME

Expanded Public Works Programme:
PPE BRANDING
For EPWP Projects




T-Shirt/Overall/Safety Vest Branding




Logo Options

Implementing Agent Examples


National Projects



Provincial Department Projects



Municipal Projects



Contains National Coat Of Arms and name

Contains Provincial Coat Of Arms and name

EPWP LOGO



EXPANDED PUBLIC WORKS PROGRAMME

The Logo shall not be disproportionately stretched. A monochrome black logo may be used on approval only.

The above logo is the current logo. Logos with green text below the words EXPANDED PUBLIC WORKS PROGRAMME are old logos and should not be utilised.



PLEASE VERIFY WHICH LOGO NEEDS TO USED

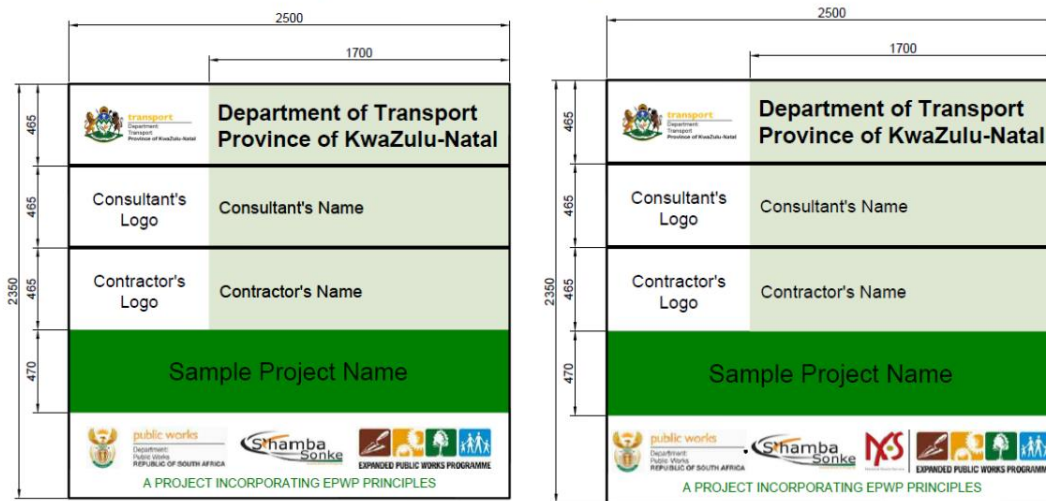
Printing on PPE

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.



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 <input type="checkbox"/> Female <input type="checkbox"/>	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/>	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 <i>(Specifier to select correct rate)</i>		

Special Conditions

<p>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:</p> <ul style="list-style-type: none"> 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. 	<p>Payment</p> <ul style="list-style-type: none"> 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
<p>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.</p>	

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	<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		
Project End Date		
Estimated Budget	<i>Project Budget</i>	
Project Location		
Province		KZN
District Municipality	<i>Under which District Municipality does this projects falls</i>	
Local Municipality	<i>Under which Local Municipality does this projects falls</i>	
Latitude (in decimal format)	<i>GPS coordinates</i>	
Longitude (in decimal format)		
Public Body Details		
Public body sphere	<i>Such as Municipal or Provincial</i>	Provincial
Reporting public body that is the project owner (and will report on the project)	<i>Which Department approved the project in (education, Health etc.)</i>	KZN Department of Transport
Department / Unit in the Public body that is responsible for the project	<i>Which Department budgeted for the project e.g. Education, Health Directorate</i>	KZN Department of Transport
Implementing public body type	<i>Example(Local Municipality, Distr. Mun or Provincial Dept.</i>	Provincial
Public body that will implement the project	<i>Infrastructure, Environment or Social</i>	KZN Department of Transport
Is this project on the Municipal IDP	<i>Municipal projects</i>	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		

Participant's personal details												Grants	Experience/Literacy		Location Details		Nationality	Household Details			Quality Check						
No	First Name as per ID document	Initials	Surname	ID number	Disability (Y/N)	Education Level	Start Date	End Date	Language ID	Address	Cell Number	Government Grant (Y/N) and Type	Other Language 1	Other Language 2	District Municipality	Local Municipality	Nationality (RSA/ Non-RSA)	Number of people in Household	Number of Dependents in Household	Number of Children attending school	Picture Clear	Text clear	Certification within 3 months of employment	Clear certification stamp	Commissioner details clear		

Participant Training Data													
Course ID	Course Name	Code	Training category (Accredited / non-accredited)	Type of training course (Unit standard, Trade Titles, Short courses, Public body specific)	Start	End (for the entire training duration)	Number of Trainees	Number of Days	Cost (for the entire training course)	Status of training (Not started, In progress, Completed)	Training Provider Name	Training Provider Contact Number	Training Provider Address

EPWP Monthly Progress Form		
Field requested	Description if needed	Please complete the sections in white
Project Details		
Profile ID	full descripton 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 descripton 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



EXPANDED PUBLIC WORKS PROGRAMME

The Attendance Register for on-site Workers

Reporting month: _____

Mobile No: _____

Project Name: _____

Contract no: _____

Surname: _____

First Name: _____

IDENTITY NUMBER:

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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 G: SMALL CONTRACTOR DEVELOPMENT

PART G: SMALL CONTRACTOR DEVELOPMENT

G1. SCOPE

This part provides the procedures that relate to the Contractor implementing 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 intensive 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.

G2. DEFINITIONS

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

G2.1 "**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).

G2.2 "**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.

G2.3 "**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).

G2.4 "**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).

G2.5 "**Military Veteran**" has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No 18 of 2011).

G2.6 "**people with disabilities**" has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No 55 of 1998).

G2.7 "**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.

G2.8 "**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).

G2.9 "**Target Area**" means the geographic area stated in the Contract Data.

G2.10 "**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.

G2.11 **“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.

G2.12 **“Youth”** means persons between the ages of 18 and 35.

G3. CONTRACT PARTICIPATION

G3.1 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.

G3.2 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.

G3.2.1 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 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

G3.2.2 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.

G3.2.3 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 F: Expanded Public Works Programme.

G3.3 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.

G3.3.1 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.

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.

G3.3.2 Contract Participation Goal credits

G3.3.2.1 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.

G3.3.2.2 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 agreements 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.

G3.3.3 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)

G3.3.4 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.

G4. 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.

G5. SPECIFIC WORK TO BE CARRIED OUT BY TARGETED ENTERPRISE SUBCONTRACTORS

G5.1 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 G, as suitable for execution by Targeted Enterprise subcontractors in order to assist the Contractor in achieving the Contract Participation Goal:

- (i) Clearing and grubbing.
- (ii) Construction and clearing of drains.
- (iii) Installation of prefabricated culverts including inlet and outlet structures.
- (iv) Concrete channelling and concrete linings for open drains.
- (v) Pitching, stonework and protection against erosion.
- (vi) Construction of gabions.
- (vii) Erection of guardrails.
- (viii) Erection of road signs.
- (ix) Landscaping.
- (x) Finishing the road and road reserve.
- (xi) 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.

G5.2 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 but not limited to:

- (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 G1/1 according to the CIDB contractor grading designation and the scope of work according to the sections of the COTO Standard Specifications.

G5.3 Subcontract bill of quantities

The items of work identified for execution by Targeted Enterprise subcontractors needs to be quantified and put together by the bidder.

G6. TENDER PROCESS FOR TARGETED ENTERPRISE SUBCONTRACTOR PROCUREMENT

G6.1 Subcontract scope of work

The Contractor shall refer to Table G1/1 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.

G6.2 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 G8.1.

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.

G6.3 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.

G6.4 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.

G6.5 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 FIDIC SILVER BOOK, in order to comply with the Employer's targeted procurement objectives.

G6.6 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 FIDIC SILVER BOOK, 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.

FIDIC SILVER BOOK FIDIC SILVER BOOK

G7. GENERAL RESPONSIBILITIES OF THE CONTRACTOR TOWARDS TARGETED ENTERPRISES

G7.1 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.

G7.2 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 FIDIC SILVER BOOK; 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 FIDIC SILVER BOOK, 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.

G8. 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.

G8.1 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 FIDIC SILVER BOOK 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.

G8.2 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.

G8.3 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 be 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.

G9. TRAINING, COACHING, GUIDANCE AND MENTORING

G9.1 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.

G9.2 Definitions

G9.2.1 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.

G9.2.2 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.

G9.2.3 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.

G9.2.4 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".

G9.2.5 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.

G9.3 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.

G9.4 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.

G9.5 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 G, using the training facility provided under Part F: Expanded Public Works Programme.

G9.6 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.

G9.7 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.

G9.8 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.

G9.9 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.

G9.10 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.

G9.11 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.

G9.12 Training venue facility

The training venue facility to be provided by the Contractor is described in clause F5.6 of Part F. This facility shall be used to deliver all training, irrespective of whether it is delivered in terms of Part F or Part G

of the Particular Specifications.

PART C4: SITE INFORMATION

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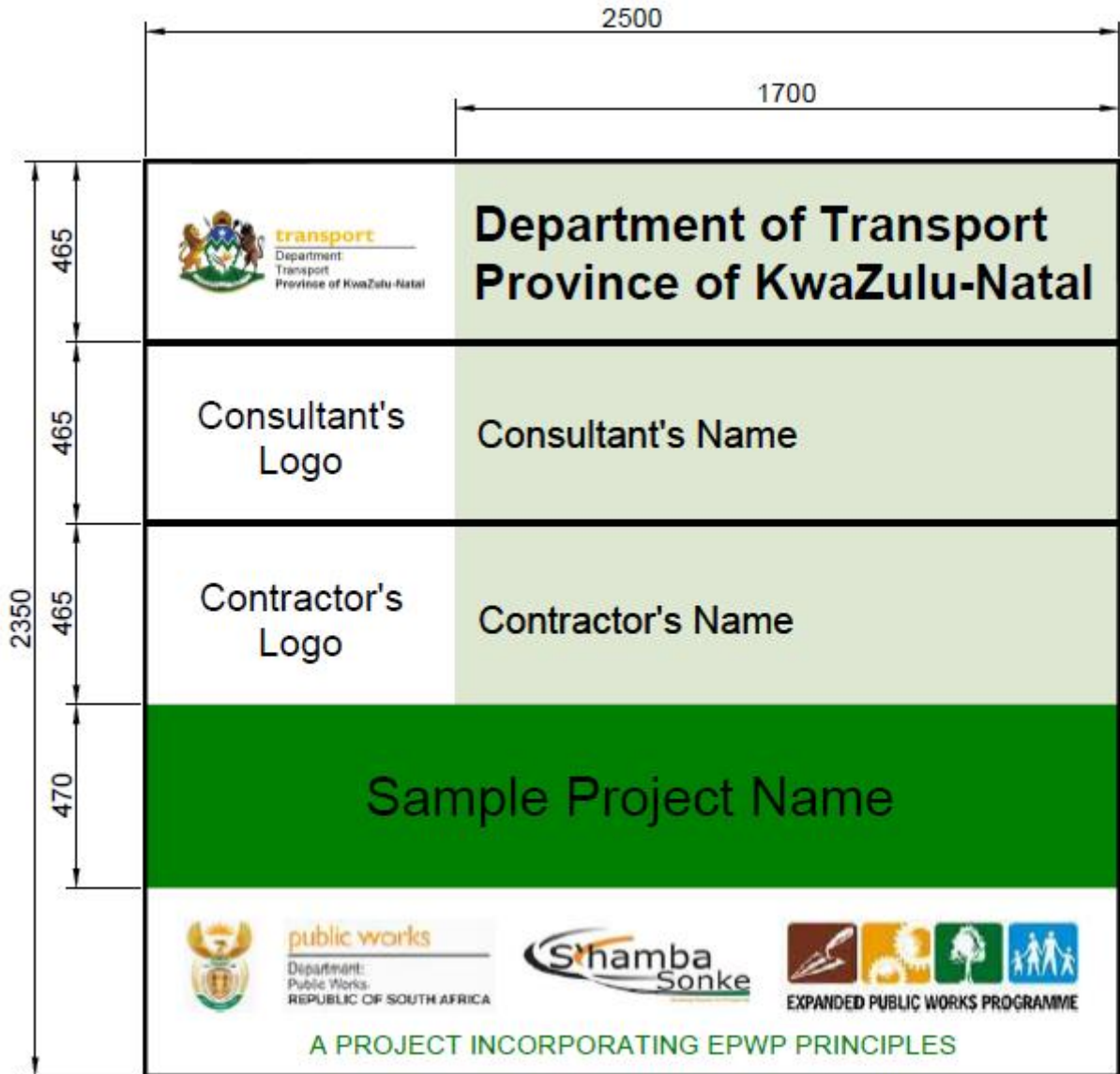
C4.1 LOCALITY PLAN

The Locality Plan must also show the limits of the contract.

C4.2 EXAMPLE OF CONTRACT SIGNBOARD DETAILS

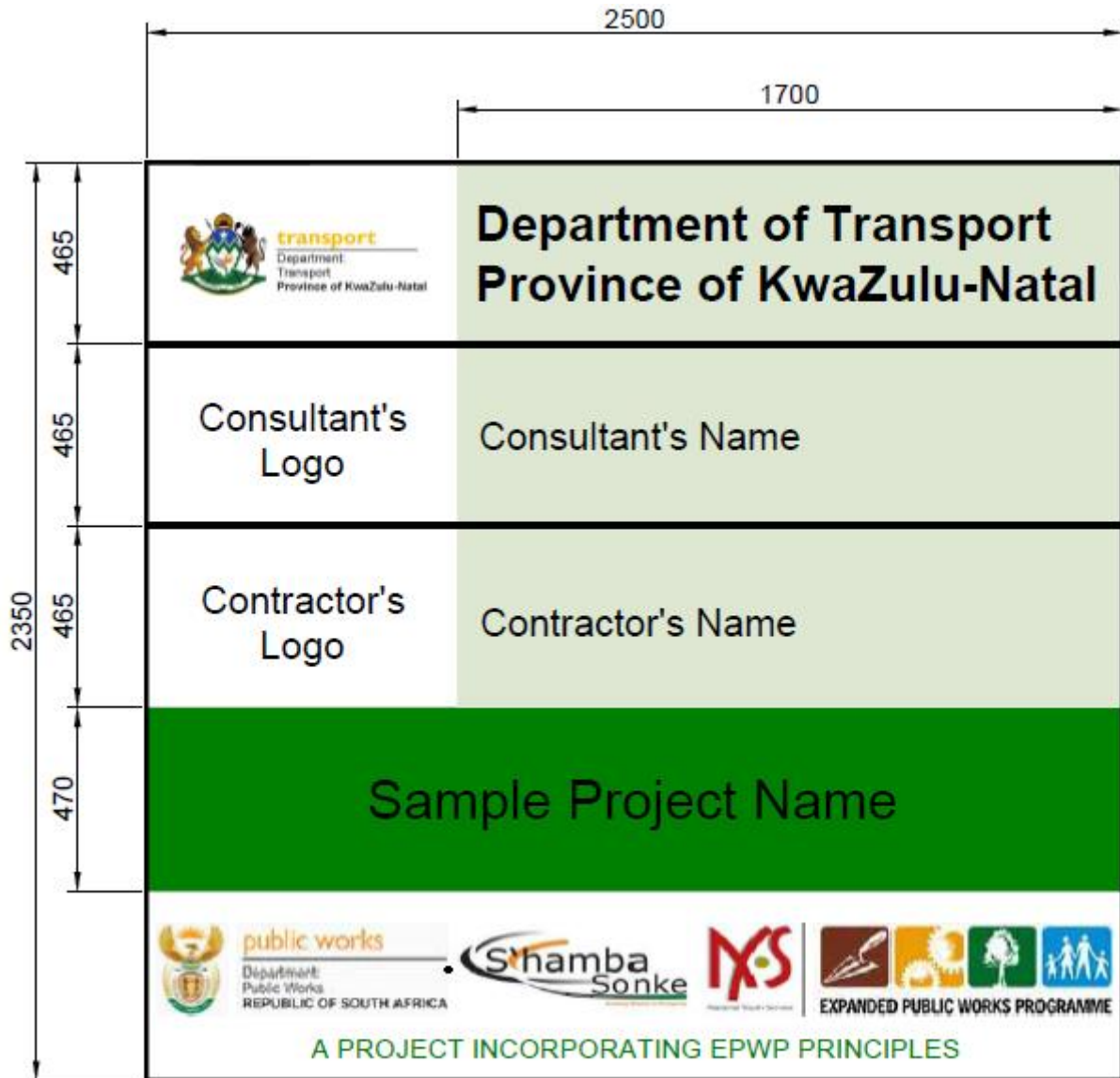
C4.2.1 CONTRACT SIGNBOARD FOR USE WHEN THE NYS PROGRAMME IS NOT REQUIRED:

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.



C4.2.2 CONTRACT SIGNBOARD FOR USE WHEN THE NYS PROGRAMME IS 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 TRAFFIC INFORMATION

BIDDER TO PROVIDE TRAFFIC INFORMATION

C4.4 ANY OTHER RELEVANT TECHNICAL REPORTS

BIDDER TO PROVIDE INFORMATION.

**ANNEXURE A: GUIDELINES FOR CONSTRUCTION
AND MAINTENANCE PROJECTS DURING COVID-19 LOCKDOWN**



transport

Department:

Transport

Province of KwaZulu-Natal

PROJECT SITE OCCUPATIONAL HEALTH AND SAFETY

GUIDELINES FOR CONSTRUCTION AND MAINTENANCE PROJECTS DURING COVID-19 LOCKDOWN

Revision 1/1 July 2020

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1 INTRODUCTION

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus. In order to reduce the impact of COVID-19 on businesses, workers, customers and the public, the Kwazulu-Natal Department of Transport (KZNDOT), within the parameters of the COVID-19 regulatory framework, want to ensure that all those businesses, workers, customers and public it's interacting with are in compliance to the requirements as stipulated to ensure a safe work-environment for all.

On 23 April 2020, President Cyril Ramaphosa addressed the nation and announced that the country would resume economic activity in a phased approach from 1 May 2020. The lockdown levels depicted by Figure 1 below, will be lifted in phases, level 5 the highest and level 1 being the lowest as depicted below:

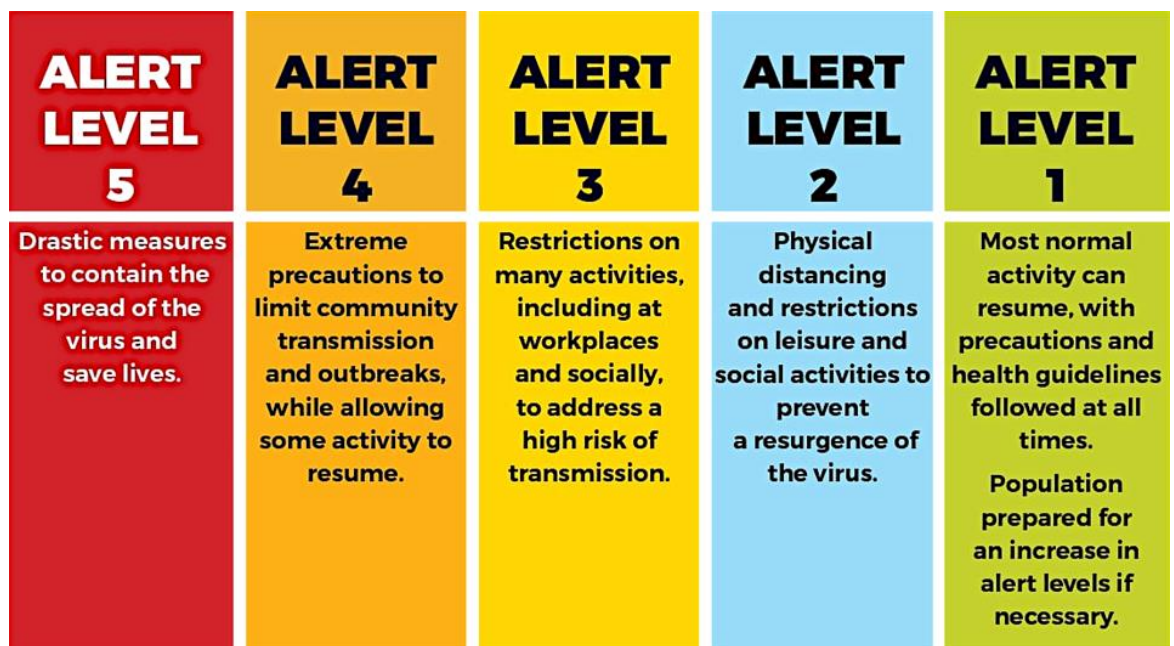


Figure 1: COVID-19 Alert Levels

1.1 BACKGROUND

Occupational Health and Safety are a fundamental segment of the construction industry. Safety must be embedded in all processes, implementing a top down approach, enabling the adoption of a safe and healthy working culture by all. Individual businesses or workplaces must have COVID-19 risk assessments and prevention and mitigation plans in place, and must conduct worker education on COVID-19 and protection measures:

- Identification and protection of vulnerable employees
- Safe transport of employees
- Screening of employees on entering the workplace
- Prevention of viral spread in the workplace
- Hand sanitisers and face masks
- Cleaning of surfaces and shared equipment
- Good ventilation
- Shift arrangements and canteen controls
- Managing sick employees

In addition to the above, monitoring systems must be in place to ensure compliance with safety protocols and to identify infections among employees.

1.2 PURPOSE

This document sets out the key principles and minimum requirements of the KZNDOT that define responsible, healthy and safe operations for road construction related operations working under COVID-19 Lockdown. The present state of the lockdown is geared toward the revival of economic activities and to allow employees involved in permitted services to resume work under certain conditions. This COVID-19 guidance has been developed on the basis of traditional infection prevention and occupational hygiene practices.

1.3 OBJECTIVES

The aims of this document are to:

- Keep workers and the wider public healthy and safe by preventing the spread of COVID-19.
- Apply relevant guidance from the Department of Health, Department of Employment and Labour and other Government Authorities to the construction environment.
- Encourage a safe and respectful work environment and good communication between all stakeholders.
- Sit alongside existing health and safety controls to ensure workers are safe on site.

Contractors and their employees should use this guidance to help identify risk levels on construction sites and to identify any appropriate control measures to be implemented. Additional guidance may be needed as the conditions of the COVID-19 outbreak change and as new information about the virus, its transmission and impact become available. It focuses on, as well as considerations for, the need for contractors to implement engineering, administrative and work practice controls and personal protective equipment (PPE).

2 RISK ASSESSMENT

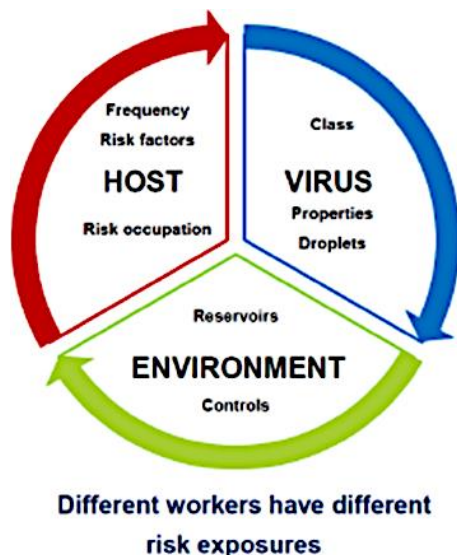


Figure 2: Risk Exposures

The legislation governing workplaces in relation to COVID –19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, and with the Hazardous Biological Agents Regulations and the Construction Regulation 2014. Section 8(1) of the Occupational Health and Safety Act, Act 85 of 1993, as amended, requires the employer to provide and maintain a working environment that is, to the extent possible reasonably practicable, as amended. Specifically, Section 8(2)(b) requires steps that may be reasonably practicable to eliminate or mitigate any hazard or potential hazard prior to the use of personal protective equipment (PPE).

2.1 BACK TO BASICS

Risk Assessment should be done to determine the **RISK** of **EXPOSURE** and to communicate this to the **WORKERS**.

2.2 IMPLEMENTATION OF CONTROL MEASURES

Before the implementation of control measures, current risk assessments need to be reviewed and updated, taking into account the new hazards posed by exposure to COVID-19 in the workplace. This is in accordance with Section 8 (2) (d) of the OHS Act.

With COVID-19, it may not be possible to eliminate the hazard, the most effective protection measures are engineering controls, administrative controls, safe work practices (a type of administrative control), and Personal Protection Equipment.

Measures for protecting workers from exposure to, and infection with, SARS-CoV-2, the virus that causes Coronavirus Disease 2019 (COVID-19), depend on the type of work being performed and exposure risk, including potential for interaction with people with suspected or confirmed COVID-19 and contamination of the work environment.

Contractors should adapt infection control strategies based on a thorough hazard assessment, using appropriate combinations of engineering and administrative controls, safe work practices, and personal protective equipment (PPE) to prevent worker exposures.

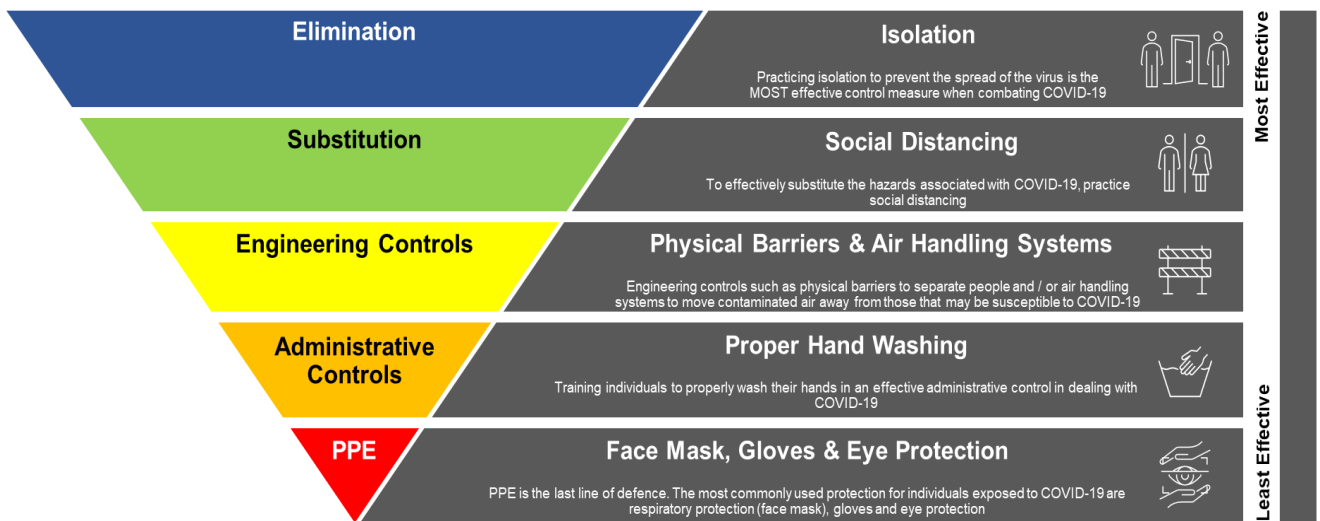


Figure 3: Infection Control Strategies

In preventing occupational exposure to COVID-19 also require Contractors to train workers on elements of infection prevention, including PPE. This would assist Contractors to identify:

- Exposure Levels
- “High Contact” Activities, and
- Vulnerable Workers and Special Measures

Contractors are expected to undertake and champion the principles of constantly focussing on eliminating or reducing the risk of COVID-19 transmission to an acceptable level, engaging meaningfully with their workforce, and making worker health a key priority. A Baseline Risk Assessment is included under Appendix D: COVID-19 Baseline Risk Assessment.

3 SITE OPERATING PROCEDURES

KZNDOT Construction sites operating during the Covid-19 pandemic need to ensure that they protect their workforce and minimise the risk of infection spread. In line with government guidelines on social distancing, this guideline is intended to implement effective steps at all KZNDOT construction sites of any size. These are extraordinary situations, and the KZNDOT intends to abide to the latest COVID-19 advice from national government.

3.1 SELF-ISOLATION

Anyone who meets one of the following criteria should not come to site:

- Has a high temperature or a new persistent cough;
- Is a vulnerable person (by virtue of their age, underlying health condition, clinical condition or pregnancy); or
- Is living with someone in self-isolation or with a vulnerable person.

3.2 IF SOMEONE FALLS ILL

If a worker develops a high temperature or a persistent cough while at work, they should:

- Return home immediately;
- Avoid touching anything; and
- Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook or into the bent elbow.

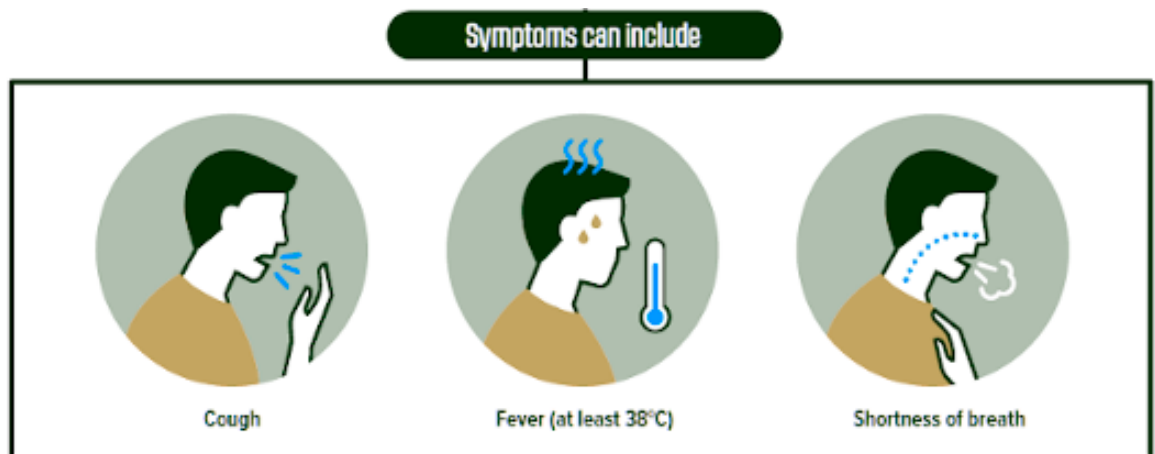


Figure 4: Symptoms of COVID-19

They must self-isolate and not return to work until their period of self-isolation has been completed and his or her negative status has been confirmed.

3.3 TRAVEL TO SITE

Wherever possible workers should travel to site alone using their own transport, and construction sites need to consider:

- Parking arrangements for additional cars, taxis, buses, etc;
- Other means of transport to avoid public transport e.g. cycling;
- They must ensure disinfecting the alternative transport before and after use; and Public Transport Regulations in respect of COVID-19 are adhered to;

- Providing hand cleaning facilities at entrances and exits. This should be soap, water and paper towels (and not fabric towels) wherever possible or hand sanitiser if water is not available; and
- How someone detected vulnerable after screening, taken ill and would get transported home.

3.4 SITE ACCESS POINTS

- Stop all non-essential visitors
- People, be it workers or visitors, without relevant face masks should not be allowed to enter construction sites; and workers should wear face masks at all times.
- Introduce staggered start and finish times to reduce congestion and contact at all times
- Monitor site access points to enable social distancing – you may need to change the number of access points, either increase to reduce congestion or decrease to enable monitoring
- Remove or disable entry systems that require skin contact e.g. fingerprint scanners
- Require all workers to wash or clean their hands before entering or leaving the site or as frequent as possible
- Allow plenty of space (two metres) between people waiting to enter site
- Regularly clean common contact surfaces in Site Office, Access Control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times
- Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible
- Drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.

3.5 HAND WASHING

- Provide additional hand washing facilities to the usual welfare facilities on a large spread out site or significant numbers of personnel on site
- Ensure soap, fresh water and paper towels is always readily available and kept topped up
- Provide hand sanitiser where hand washing facilities are unavailable
- Regularly clean the hand washing facilities and check soap and sanitiser levels
- Provide suitable and enough rubbish bins for hand paper towels with regular removal and disposal.
- Sites will need extra supplies of soap, hand sanitiser and paper towels and these should be securely stored.

3.6 TOILET FACILITIES

- Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant
- Wash hands before and after using the facilities
- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush handles or buttons
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.

3.7 CANTEENS AND EATING ARRANGEMENTS

Whilst there is a requirement for construction sites to provide a means of heating food and making hot drinks, these are exceptional circumstances and where it is not possible to introduce a means of keeping equipment clean between use, kettles, microwaves etc. must be removed from use.

The workforce should also be required to stay on site once they have entered it and not use local shops.

- Dedicated eating areas should be identified on site to reduce food waste and contamination
- Break times should always be staggered to reduce congestion and contact
- Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area
- The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home
- Workers should sit 2 metres apart from each other whilst eating and avoid all contact
- Where catering is provided on site, it should provide pre-prepared and wrapped food only
- Crockery, eating utensils, cups etc. should not be used
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Tables should be cleaned between each use
- All rubbish should be put straight in the bin and not left for someone else to clear up
- All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices.

3.8 CHANGING FACILITIES, SHOWERS AND DRYING ROOMS

- Always introduce staggered start and finish times to reduce congestion and contact
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day
- Consider increasing the number or size of facilities available on site if possible
- Based on the size of each facility, determine how many people can use it at any one time to maintain a distance of 1 ½ metres
- Provide suitable and enough rubbish bins in these areas with regular removal and disposal.

3.9 AVOIDING CLOSE WORKING

There will be situations where it is not possible or safe for workers to distance themselves from each other by 1.5 metres.

3.10 GENERAL PRINCIPLES

- Non-essential physical work that requires close contact between workers should not be carried out
- Work requiring skin to skin contact should not be carried out
- Plan all other work to minimise contact between workers
- Re-usable PPE should be thoroughly cleaned after use and not shared between workers
- Single use PPE should be disposed of so that it cannot be reused
- Stairs should be used in preference to lifts or hoists
- Where lifts or hoists must be used:
 - Always lower their capacity to reduce congestion and contact
 - Regularly clean touchpoints, doors, buttons etc.
- Increase ventilation in enclosed spaces
- Regularly clean the inside of vehicle cabs and between use by different operators.

3.11 SITE MEETINGS

- Only absolutely necessary meeting participants should attend
- Attendees should be two metres apart from each other
- Rooms should be well ventilated / windows opened to allow fresh air circulation
- Consider holding meetings in open areas where possible.

3.12 SITE MEETINGS

Enhanced cleaning procedures should be in place across the site, particularly in communal areas and at touch points including:

- Taps and washing facilities
- Toilet flush and seats
- Door handles and push plates
- Handrails on staircases and corridors
- Lift and hoist controls
- Machinery and equipment controls
- Food preparation and eating surfaces
- Telephone equipment
- Keyboards, photocopiers and other office equipment

Rubbish collection and storage points should be increased and emptied regularly throughout and at the end of each day.

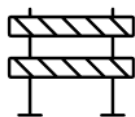
4 CONSTRUCTION PROTOCOLS

The core principle behind this “Construction Protocols” is to protect the health and safety of all workers required to perform duties during the COVID-19 crisis, including related health and safety impacts on operations related to operating under a COVID-19 environment, as well as protecting the wider KwaZulu-Natal population from transmission and spread of the virus.



Before
arriving on
Site

- Each Contractor must have a plan detailing the steps they will take to mitigate risks, including those presented by COVID-19. The details of the plan must be communicated to workers before they start work.
- Before any activity is recommenced the Contractor must ensure that all hazards have been reviewed and appropriately controlled before work activity is commenced after lockdown.
- Where possible, conduct a remote induction before arrival on site, this can be done via video conferencing or by phone.
- If an in-person induction is required, the **Physical Distancing and Hygiene Protocol** must be followed.
- All workers shall undergo a screening process to ensure they are fit for duty by confirming their health status.
- Contractors must understand how workers will travel to and from site and will communicate the **Site Transportation Protocol** to all.
- Ensure all workers understand when additional PPE may be required due to COVID-19 and that workers have access to the correct PPE as per the Department of Employment and Labour guidelines. When required to use face masks or gloves please follow these processes.



Site Entry

- Only relevant personnel to the workplace are to access the site.
- All office employees supporting a project will work remotely, where possible.
- A daily register of workers entering and leaving site must be completed along with a health declaration. Use your existing sign in register or the example Sign-in register.
- Signage reminding workers of the COVID-19 **Physical Distancing and Hygiene Protocol** will be posted at the site entrance and in common areas where appropriate.



Site
Operations

- All work is to be undertaken in such a way as to reduce any possible contact between workers and to promote physical distancing wherever possible, as per the **Physical Distancing and Hygiene Protocol**.
- All visitors to the site, such as necessary delivery workers, will be restricted to one person wherever possible. These workers must follow the **Site Transportation Protocol**.
- All offices and jobsites must implement cleaning measures as per the **Cleaning Protocol**.
- All tools, equipment, plant and vehicles must be used in alignment with the **Cleaning Protocol**.
- Toolbox talks should be held with physical distancing in place as per the **Physical Distancing and Hygiene Protocol**.
- Additional sanitary measures are to be implemented on site to prevent the spread of COVID-19 e.g. hand washing stations, provision of additional hand sanitizer, provision of disinfectant wiping products, as per the **Physical Distancing and Hygiene Protocol**.
- Smokers must follow the **Physical Distancing and Hygiene Protocol**.
- A COVID-19 Response plan must be available and accessible on site.



Leaving Site

- Workers must use the sign-in register to sign out.
- When returning home, workers will need to follow the necessary hygiene measures.
- Each site must be cleaned and sanitised at the end of the working day or end of each shift, as per the **Cleaning Protocol**.
- All waste and disposable PPE must be removed from site and securely disposed of as per the **Cleaning Protocol**.
- Workers must follow the **Site Transportation Protocol**.

4.1 PHYSICAL DISTANCING AND HYGIENE PROTOCOL

Physical distancing, also known as “social distancing”, is about keeping a safe distance from others. For physical distancing, at least one and ½ metre’s separation is required at work, and two metres in uncontrolled environments, like in public. This aligns with World Health Organisation advice. We expect one and ½ metre’s separation between people at work as the minimum and greater separation where it is reasonably practicable to do so. This is important to help protect us from COVID-19, which spreads via droplets from coughing and sneezing.

General
Working
Arrangements

- Keep team sizes as small as possible.
- Keep a record of who is in each team every day as it is required to assist contact tracing.
- Site teams are encouraged to put forward split/alternating shifts to avoid extensive intermingling to reduce potential of exposure.
- Work site is always to be segregated into zones (or by other methods) as much as possible to keep different teams/trades physically separated.
- Where possible, a one-way system in high-traffic areas, such as lifts, stairwells and scaffolds (Where Applicable).
- Where practical, all office employees supporting a project, work remotely.
- When using a vehicle, the **Cleaning Protocol** needs to be followed.
- When using a vehicle, limit this to one/two person per vehicle if possible.













External Interfaces	<ul style="list-style-type: none">• One member of the crew nominated to receive supplies etc.• Keep the engagement with the other person as brief as possible and maintain a two-metre physical distance.• Ask for paperwork to be emailed rather than handed over as much as possible.• If unavoidable, then either wear gloves when handling the item or wash hands before and after handling said items.
Site Entry	<ul style="list-style-type: none">• Limit visitors to site wherever possible.• Introduce staggered start and finish times where possible to reduce congestion and contact.• Monitor site access points to enable physical distancing – you may need to change the number of access points, increase to reduce congestion or decrease to enable monitoring.• Where entry systems that require skin contact, the Cleaning Guide must be followed.• Require all workers to wash or clean their hands before entering and leaving the site.• Allow plenty of space 1½ metres between people waiting to enter site.• Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times.• Where possible, conduct a remote induction before arrival on site, this can be done via video conferencing or by phone. If an in-person induction is required, reduce the number of people and hold them outdoors wherever possible.• Delivery drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials.• Any sign in registers should be recorded by one person where possible – do not pass material around the group and minimise contact with any screens.
Site Meetings	<ul style="list-style-type: none">• Only absolutely necessary meeting participants should attend.• Attendees should be two metres apart from each other• Rooms should be well ventilated / windows opened to allow fresh air circulation.• Hold meetings in open areas where possible.• Meetings are to be held through teleconferencing or videoconferencing where possible.
Avoiding Close Working	<ul style="list-style-type: none">• Risk assessments and method statements must be updated to include COVID-19 control measures.• At least 1½ metre's separation is required at work. KZNDOT expect 1½ metre separation between people at work as the minimum and greater separation where it is reasonably practicable to do so.• If it is not possible or safe for workers to distance themselves by one metre for a work activity, the works should not be carried out.• Re-usable PPE should be thoroughly cleaned after use and not shared between workers.• Single use PPE should be disposed of so that it cannot be reused.• Stairs should be used in preference to lifts or hoists.• Where lifts or hoists must be used:<ul style="list-style-type: none">• Lower their capacity to reduce congestion.• Regularly clean touchpoints, doors, buttons etc.• Increase ventilation in enclosed spaces

Toilet Facilities	<ul style="list-style-type: none">• Physical distancing rules apply to the use of shared facilities, including toilets.• Wash hands before and after using the facilities.• Enhance the cleaning regimes for toilet facilities particularly door handles, locks, toilet flush and sanitary bins.• Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.
Eating Measures	<ul style="list-style-type: none">• If you need to leave site for any reason, follow site entry procedures on return.• Dedicated eating areas should be identified on site to reduce food waste and contamination.• Break times should be staggered to reduce congestion and contact at all times.• Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area.• The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home.• Workers should sit 2 metres apart from each other whilst eating and avoid all contact.• Where catering is provided on site, it should provide pre-prepared and wrapped food only.• Shared crockery, eating utensils, cups etc. should not be used.• Tables should be cleaned between each use.• All rubbish should be put straight in the bin and not left for someone else to clear up.• All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles.• Limit access and use of water fountains.• Consider numbers on site for site facilities as physical distancing may require additional space/facilities.
Changing Facilities, Showers and Drying Rooms	<ul style="list-style-type: none">• Introduce staggered start and finish times to reduce congestion and contact at all times.• Introduce enhanced cleaning of all facilities throughout the day and at the end of each day.• Consider increasing the number or size of facilities available on site if possible.• Based on the size of each facility, determine how many people can use it at any one time to maintain a distance of one metre.• Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal.
General Hygiene	<ul style="list-style-type: none">• Each worker must sanitise their hands with hand sanitiser or soap and running water before entry onto site, use warm water if available.• Set up a specific place near the entry of the site for handwashing and/ or sanitising.• Any personal items brought to site by workers must be segregated (kept separate from other workers items).• Individual PPE for workers must be kept separate from other workers PPE and cleaned correctly as per the Cleaning Protocol.• All eating and drinking utensils to be cleaned by the user. Have paper towels accessible to dry.
Smoking	<ul style="list-style-type: none">• Smokers/vapers must use designated area or do so off-site and butts are to be placed in the designated receptacle. Hands must be washed before and after smoking.• Stand so that smoke or vapor produced is not going into another person's breathing zone.

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| Hand Washing | <ul style="list-style-type: none"> • Provide additional hand washing facilities to the usual welfare facilities on large, spread out sites or significant numbers of personnel on site. • Ensure soap and fresh water is readily available and kept topped up at all times. • Provide hand sanitiser where hand washing facilities are unavailable. • Regularly clean the hand washing facilities and check soap and sanitiser levels. • Sites will need extra supplies of soap, hand sanitiser and paper towels and these should be securely stored. |
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4.2 SITE TRANSPORTATION PROTOCOL

Employers are required to have an understanding of how workers will travel to and from site.

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|------------------------|---|
| Workers travel to site |  Workers are to travel to the site one person per vehicle where possible. |
| |  Log is to be kept recording who has arrived on site, how they travelled and who they travelled with for contact tracing purposes. |
| |  Workers must travel home in the same vehicle as they arrived in. |
| |  Handwashing protocols to be observed before entering site. |
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|---|---|
| Any travel managed by the employer should ensure that adequate steps can be achieved for this transport which includes: |  Allowing for spaces between passengers. |
| |  Hygienic washing of hands before and after the journey. |
| |  Follow Vehicle Cleaning Procedures as per the Cleaning Protocols. |
| |  Restricting equipment and baggage to trailers and or separate parts of the vehicle. |
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|--------------------|---|
| Deliveries to site |  Deliveries to site should be delivered by one person only where possible. |
| |  Handwashing protocols to be observed once arrived at site. |
| |  Sign-in register must be completed for persons delivering goods to site. |
| |  1,5 m physical distancing rules to be applied at all times. |
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4.3 CLEANING PROTOCOL

Construction Sites operating under Coronavirus COVID-19 Lockdown need to ensure they are protecting their workforce and minimising the risk of spread of infection.

Key Cleaning Tips

All construction sites (offices and jobsites included) should implement additional cleaning measures of common areas to help minimise the spread of COVID-19. Consider your work environment and what is frequently used and touched by workers, customers and others. The virus can be spread from person to person or by touching unclean equipment or surfaces. To stop the spread, focus efforts on cleaning areas where the virus is more likely to spread, such as the kitchen and toilet.

- Schedule regular cleaning.
- Use a suitable cleaning product.
- Use disposable cloths, if available.
- Always wear disposable gloves when cleaning. When finished, place used gloves in a rubbish bin.
- Wear disposable gloves while handling soiled items.
- Wash hands immediately after removing gloves or after handling these items.

Physical distancing should also be practiced when cleaning offices and jobsites. Refer to the **Physical Distancing and Hygiene Protocol** for more information.

Disinfecting Cleaning Aids

Cleaning aids, such as cloths or mops, must be germ-free or they'll spread germs to other surfaces. To help prevent the spread of germs:

- Use disposable cloths or paper towels when possible.
- Reusable cloths should be disinfected or washed after each use.
- Wash brushes in a dishwasher regularly or clean with detergent and warm water after each use.
- Use two buckets for mopping - one for detergent and the other for rinsing.
- Mops and buckets should be cleaned and dried after each use.

Site Cleaning

Before leaving the jobsite at the end of the working day or end of each shift, wipe down any tables/surfaces with soapy water or cleaning agents where possible. All workers must be checked out of site and record kept daily.

Common touch points may include:

- All waste and disposable PPE must be securely disposed of.
- All door handles, railings and personal workstation areas are wiped down with a disinfectant, such as disinfectant wipes. Individuals are responsible for cleaning their workstation area with disinfectant wipes.
- Clean all 'high-touch' surfaces such as desks, counters, tabletops, doorknobs, bathroom fixtures, toilets, light switches, phones, and keyboards every day with antiseptic wipes or disinfectant, including bleach solutions.

Cleaning Bathrooms, Toilets and Showers	<p>Clean toilets with a separate set of cleaning equipment (disposable cleaning cloths, mops, etc).</p> <p>Clean sinks frequently if they're used regularly. If your jobsite has a shower:</p> <ul style="list-style-type: none">• Clean shower trays frequently, if used regularly.• If a shower has not been used for a while, let it run with hot water before using it.• Keep tiles and grout in good condition.• Clean shower curtains frequently. Common toilet touch points may include:• Keep the U-bend and toilet bowl clean by flushing after each use.• Limescale should be regularly removed using a descaling product.• Keep the toilet seat, handle and rim clean by using a disinfectant.
Cleaning Tools and Equipment	<ul style="list-style-type: none">• Clean tools and equipment before and after each day's work with a disinfectant, concentrating on points of contact such as handles.• Wash your hands after handling tools and equipment to prevent the spread of germs.• If possible, don't share tools on-site. If sharing cannot be prevented, take precautions and follow the hand washing guide before and after each use.
Cleaning Vehicles	<ul style="list-style-type: none">• Have dedicated drivers when using vehicles to avoid the spread of germs.• Don't share vehicles if possible, if you need to use a shared vehicle then wipe down the common touched areas of the vehicle after each use (steering wheel, handbrake, gear stick, dashboard, handles, etc) and wash hands before and after using the vehicle.• Wipe down the inside and common touched areas of the vehicle before and after each day.• Have one person per vehicle where possible. If you are required to have more than one person then keep as much distance between people as possible, open the windows to keep air circulating and passengers to face towards the window to reduce the spread of germs.• If you need to have multiple people in a vehicle, then where possible, split teams into groups and stay in those groups when you travel together.
Cleaning PPE	<ul style="list-style-type: none">• Work clothes to be placed in washing machines and clean reusable PPE.• Read and follow directions on the labels of laundry or clothing and detergent. In general, wash and dry laundry and clothing with the warmest temperatures recommended on the label.• When handling soiled laundry wash your hands afterwards. All clothes and towels should be washed with a laundry product to prevent germs from spreading.• Don't leave laundry in the washing machine – any remaining germs can multiply rapidly.
Specialist Clean	<ul style="list-style-type: none">• If a worker is unwell and removed from site, a specialist clean will be completed in the area/ areas identified where the worker was working and has accessed. These areas are to be isolated until a specialist clean has taken place.• All equipment and vehicles used must be cleaned down and disinfected, concentrating on points of contact such as handles, steering wheels etc.

4.4 SCREENING AND MONITORING PROTOCOL

Construction Sites operating under Coronavirus COVID-19 Lockdown need to ensure they are protecting their workforce and minimising the risk of spread of infection. Screening is a method to assess the possibility of employees and visitors who may have symptoms or have been infected with COVID-19. Rigid screening of employees must take place every day before they enter the workplace. This will be the most effective way to control the spread of the virus within the workplace.

Employees should be screened for COVID-19 related symptoms and report such symptoms to a designated person and / or occupational health practitioner prior to entry into the workplace or work area in order for a decision to be made as to the staff member's continued attendance at work.

During Screening	<ul style="list-style-type: none">• At the start of a workday/shift and prior to ending the workday/shift, designated persons and / or occupational health practitioner must check with employees whether they have experienced sudden onset of any of the following symptoms: cough, shortness of breath or fever/chills (or $\geq 38^{\circ}\text{C}$ measured temperature if this is available at the worksite), in the past 24 hours as outlined in Daily Symptom Monitoring Tool.• If an employee reports any of the above-mentioned symptoms, they should immediately be provided with a FFP1 surgical mask and referred to the designated staff at the workplace so that arrangements can be made for COVID-19 testing at the closest testing centre.• If employee report any additional symptoms as outlined in the symptom monitoring sheet, s/he should be provided with a surgical mask and referred to the occupational health clinic, family practitioner or primary care clinic for further clinical evaluation and requirement for COVID-19 testing if indicated.• On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.
After isolation or quarantine period	<ul style="list-style-type: none">• Undergo medical evaluation to confirm that they are fit to work• Wearing of surgical masks at all times while at work for a period of 21 days from the initial test• Implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients)• Adherence to hand hygiene, respiratory hygiene, and cough etiquette• Continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen

"Appendix C: COVID-19 Daily Symptom Monitoring Tool" is a monitoring Tool to track construction workers on a daily basis for two weeks.

ACRONYMS

PPE	Personal Protective Equipment
WHO	World Health Organization
NICD	National Institute of Communicable Diseases
RR	Residual Risk
OHS Act	Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

KEY TERMS & DEFINITIONS

Contractor	Is defined as a person or company that arranges to supply materials or workers for building or for moving goods.
Extremely Vulnerable Persons	Defined as someone who is solid organ transplant recipients; people with specific cancers: people with cancer who are undergoing active chemotherapy or radical radiotherapy for lung cancer; people with cancers of the blood or bone marrow such as leukaemia, lymphoma or myeloma who are at any stage of treatment; people having immunotherapy or other continuing antibody treatments for cancer; people having other targeted cancer treatments which can affect the immune system, such as protein kinase inhibitors or PARP inhibitors; people who have had bone marrow or stem cell transplants in the last 6 months, or who are still taking immunosuppressive drugs; People with severe respiratory conditions including all cystic fibrosis, severe asthma and severe COPD; People with rare diseases and inborn errors of metabolism that significantly increase the risk of infections (such as SCID, homozygous sickle cell); People on immunosuppression therapies sufficient to significantly increase risk of infection; Women who are pregnant with significant heart disease, congenital or acquired.)
Physical Distancing	Physical distancing, also known as “social distancing”, is about keeping a safe distance from others.
Safe Work Practices	Safe work practices are types of administrative controls that include procedures for safe and proper work used to reduce the duration, frequency, or intensity of exposure to a hazard.
Screening	Screening is a way for health workers to find out if you may have COVID-19 or not. The health worker will ask you questions and scan your forehead to take your temperature.
Workplace	Workplace means any premises or place where a person performs work.

APPENDIX A: SAFE PRACTICES ON SITE

Using Face Masks on Site



Wash Hands First

Always make sure you wash your hands thoroughly before and after touching a mask.



Masks

There are many kinds of masks, depending on the task.



The Right Side

There is a metal clip at the top of the mask.



Placement

Place the metal clip across the top of your nose.



Attach the Mask

Attach the mask by pulling the elastic bands over your ears.



Stretch Down

Stretch the mask down, so that it covers your chin.



Adjust

Bend the metal clip around your nose so that it sits securely.



Taking off the Mask

Pull the elastic bands away from your ears.



Disposal

Always place the used mask in a closed rubbish bin for secure disposal.

Using Face Masks on Site



Any time you are completing a manual task

Use your usual work safety gloves



If you are cleaning any surfaces

Use disposable gloves for this and throw them in the bin when you finish cleaning



Avoid touching your face while wearing gloves



Remove your gloves and then wash your hands prior to eating, drinking or smoking/vaping



Practice good hand hygiene and good cough and sneeze etiquette while wearing gloves

APPENDIX B: SUSPECTED OR CONFIRMED CASE OF COVID-19

If the suspected or confirmed case of COVID-19 is at work



Isolate

Isolate the person from others and provide a disposable surgical mask, if available, for the person to wear.



Inform

Call (Insert No). Follow the advice of health officials.



Transport

Ensure the person has transport to their home or to a medical facility



Clean

Clean the area where the person was working and all places they have been. This may mean evacuating those areas. Use PPE when cleaning. Identify who at the workplace had close contact with the infected person in the 24 hours before that infected person started showing symptoms. Send those people home to isolate. Allow employees to raise concerns.



Identify



Clean

Clean the area where the person was working and all places they have been. This may mean evacuating those areas. Use PPE when cleaning. Review risk management controls relating to COVID-19 and review whether work may need to change. Keep employees up to date on what is happening.



Review

If the suspected or confirmed case of COVID-19 is not at work when diagnosed



Inform

Call (Insert No). Follow the advice of health officials.



Identify

Identify who at the workplace had close contact with the infected person in the 24 hours before that infected person started showing symptoms. Send those people home to isolate. Allow employees to raise concerns. Clean the area where the person was working and all places they have been. This may mean evacuating those areas. Use PPE when cleaning.



Clean



Review

Review risk management controls relating to COVID-19 and review whether work may need to change. Keep employees up to date on what is happening.

APPENDIX C: COVID-19 DAILY SYMPTOM MONITORING TOOL



COVID-19 DAILY SYMPTOM MONITORING TOOL

Details of Worker				Details of Person completing this form		Date completing form	
Identifier	Date of contact	DD/MM/YYYY	Place last contact	Surname	Name	DD/MM/YYYY	
Surname	Name			Role	Facility name		
Date of birth	DD/MM/YYYY	Age (Y)	Sex M <input type="checkbox"/> F <input type="checkbox"/>	Email address	Telephone number		
Healthcare worker	Y <input type="checkbox"/> N <input type="checkbox"/> If yes, facility name			Next of kin details			
Contact number(s)	Email			Next of Kin name and surname	Next of Kin contact number		
Physical address							
House number	Street			Suburb	Town		
District	Province			Patient traced	Y <input type="checkbox"/> N <input type="checkbox"/>		
Details of confirmed COVID-19 case (Complete only if Applicable)							
Contact type ¹	Close <input type="checkbox"/>	Casual <input type="checkbox"/>	Relationship	Name	Surname	Date of Birth DD/MM/YYYY	

Instructions for completion: Mark "Y" if symptom present and "N" if not. If any symptoms are present collect, contact (Insert No) immediately and make immediate arrangements for the collection of a combined nasopharyngeal and oropharyngeal swab. Refer to COVID-19 Quick Guide on the NICD website for additional details. Days post exposure to case.

DAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Date (DD/MM)														
Measured body temp														
Chills	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Cough	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Sore throat	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Shortness of breath	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Myalgia/body pains	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
Diarrhoea ³	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

¹ Close contact: A person having had face-to-face contact (≤2 metres) or was in a closed environment with a COVID-19 case; this includes, amongst others, all persons living in the same household as a COVID-19 case and, people working closely in the same environment as a case. A healthcare worker or other person providing direct care for a COVID-19 case, while not wearing recommended personal protective equipment or PPE (e.g., gowns, gloves, NIOSH-certified disposable N95 respirator, eye protection). A contact in an aircraft sitting within two seats (in any direction) of the COVID-19 case, travel companions or persons providing care, and crew members serving in the section of the aircraft where the index case was seated. Casual contact: Anyone not meeting the definition for a close contact but with possible exposure. ² Chose from: Spouse, Aunt, Child, Class mate, Colleague, Cousin, Father, Friend, Grandfather, Grandmother, Healthcare worker taking care of, Mother, Nephew, Niece, Other relative, Uncle. ³ Diarrhoea defined as three or more loose stools in a 24-hour period.

APPENDIX D: COVID-19 BASELINE RISK ASSESSMENT

					Likelihood				
					Very Unlikely	Unlikely	Possible	Likely	Very Likely
Severity	Negligible	1	2	3	4	5			
	Minor	2	4	6	8	10			
	Moderate	3	6	9	12	15			
	Major	4	8	12	16	20			
	Extreme	5	10	15	20	25			

Hazard	L	S	Risk	Control Measures	L	S	RR	Persons at Risk
Exposure from others due to: 1. Living with someone with a confirmed case of COVID-19. 2. Have come into close contact (within 2 metres for 15 minutes or more) with a confirmed case of COVID-19. 3. Being advised by a public health authority that contact with a diagnosed case has occurred.				<ul style="list-style-type: none"> To follow government action of self-isolation and only to leave house on the following circumstances: for medical reason; to shop for necessary food supplies; for exercise once per day; and for essential works including those deemed 'key workers' Any existing individual risk assessments (disability, young persons or new / expectant mothers) to be reviewed Maintain contact with line management and Human Resources (HR) and to follow company policy / guidance. Travel is only required for essential travel; reduce the amount of time using public transport and to implement social distancing where possible (2m clearance from persons and not to travel in groups of more than 2 unless it is immediate family) To continue following ongoing government guidance Stay at home and only attend hospital in an emergency. Do not attend GP surgery and phone (Insert No) if further advice is required Company to ensure extremely vulnerable persons are shielding themselves and following their specific medical advice issued to them no later than 29/3/2020 Always follow good hygiene measures Avoid all visitors to your home unless they are providing a medical requirement Do not approach delivery staff, allow packages to be left on the doorstep Do not take any antibiotics as they do not work against viruses. 				Individual Workers

					Likelihood						
					Very Unlikely	Unlikely	Possible	Likely	Very Likely		
					Severity	Negligible	1	2	3	4	5
						Minor	2	4	6	8	10
						Moderate	3	6	9	12	15
						Major	4	8	12	16	20
						Extreme	5	10	15	20	25
Hazard	L	S	Risk	Control Measures	L	S	RR	Persons at Risk			
Suspected case whilst working on site				<p>If a worker develops a high temperature or a persistent cough while at work, they should:</p> <ol style="list-style-type: none"> Return home immediately Avoid touching anything Cough or sneeze into a tissue and put it in a bin, or if they do not have tissues, cough and sneeze into the crook of their elbow. They must then follow the guidance on self-isolation and not return to work until their period of self-isolation has been completed. 				Individual workers			
General travel including foreign travel				<ol style="list-style-type: none"> Do not travel unless you cannot work from home or deemed a key worker – implement teleconferencing for meetings Where an individual has recently visited these countries, they should self / home isolate themselves until further notice from the government (lockdown measures continue to apply) Please continue to follow any further national government advice provided Where an occupational health (OH) service provider has been appointed, please seek additional advice or concerns through this service All persons to limit their use of public transport. Where travel is essential, please use private single occupancy where possible 				Individual workers			
Access / egress to site				<p>Where possible, please consider and implement the following practices:</p> <ol style="list-style-type: none"> Stop all non-essential visitors Introduce staggered start and finish times to reduce congestion and contact at all times Monitor site access points to enable social distancing – you may need to change the number of access points, either increase to reduce congestion or decrease to enable monitoring Remove or disable entry systems that require skin contact e.g. fingerprint scanners Require all workers to wash or clean their hands before entering or leaving the site 				Individual workers			

					Likelihood						
					Very Unlikely	Unlikely	Possible	Likely	Very Likely		
					Severity	Negligible	1	2	3	4	5
						Minor	2	4	6	8	10
						Moderate	3	6	9	12	15
						Major	4	8	12	16	20
						Extreme	5	10	15	20	25
Hazard	L	S	Risk	Control Measures	L	S	RR	Persons at Risk			
				<ol style="list-style-type: none"> 6. Allow plenty of space (two metres) between people waiting to enter site 7. Regularly clean common contact surfaces in reception, office, access control and delivery areas e.g. scanners, turnstiles, screens, telephone handsets, desks, particularly during peak flow times 8. Reduce the number of people in attendance at site inductions and consider holding them outdoors wherever possible 9. Drivers should remain in their vehicles if the load will allow it and must wash or clean their hands before unloading goods and materials. 							
Inclement weather – cold temperature allows disease to survive				<ol style="list-style-type: none"> 1. All persons to dress appropriately for the weather 2. Welfare facilities provided to shelter from the elements 3. Maintain good hygiene measures at all times 4. Appropriate respiratory protective equipment (RPE) masks to be considered as last resort however face fit test (FFT) must be completed to ensure mask effectiveness. It is advised to speak to your H&S competent person on these matters and supplies should be reserved for medical staff as it has been documented that supplies have been difficult to procure 				Individual workers			
Poor hygiene				<ol style="list-style-type: none"> 1. Wash your hands thoroughly and regularly. Use soap and water for at least 20 seconds. Use alcohol-based hand sanitiser if soap and water is not available and hand washing technique to be adopted as directed 2. Avoid touching your face/eyes/nose/mouth with unwashed hands and cover your cough or sneeze with a tissue then throw it in the bin. 3. Provide additional hand washing facilities to the usual welfare facilities if a large spread out site or significant numbers of personnel on site 4. Regularly clean the hand washing facilities and check soap and sanitiser levels 5. Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal. 6. Sites will need extra supplies of soap, hand sanitiser and paper towels and these should be securely stored. 				Individual workers			

					Likelihood						
					Very Unlikely	Unlikely	Possible	Likely	Very Likely		
					Severity	Negligible	1	2	3	4	5
						Minor	2	4	6	8	10
						Moderate	3	6	9	12	15
						Major	4	8	12	16	20
						Extreme	5	10	15	20	25
Hazard	L	S	Risk	Control Measures	L	S	RR	Persons at Risk			
				7. Restrict the number of people using toilet facilities at any one time e.g. use a welfare attendant. Wash hands before and after using the facilities. Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush. Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently.							
Canteen - exposure from large numbers of persons				<ol style="list-style-type: none"> 1. The workforce should also be required to stay on site once they have entered it and not use local shops. 2. Dedicated eating areas should be identified on site to reduce food waste and contamination 3. Break times should be staggered to reduce congestion and contact at all times 4. Hand cleaning facilities or hand sanitiser should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area 5. The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home 6. Workers should sit 2 metres apart from each other whilst eating and avoid all contact 7. Where catering is provided on site, it should provide pre-prepared and wrapped food only - Payments should be taken by contactless card wherever possible and Crockery, eating utensils, cups etc. should not be used 8. Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced 9. Tables should be cleaned between each use 10. All rubbish should be put straight in the bin and not left for someone else to clear up 11. All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, vending machines and payment devices. 				Individual Workers			

					Likelihood						
					Very Unlikely	Unlikely	Possible	Likely	Very Likely		
					Severity	Negligible	1	2	3	4	5
						Minor	2	4	6	8	10
						Moderate	3	6	9	12	15
						Major	4	8	12	16	20
						Extreme	5	10	15	20	25
Hazard	L	S	Risk	Control Measures	L	S	RR	Persons at Risk			
Use of Changing facilities, showers and drying rooms				<ol style="list-style-type: none"> 1. Introduce staggered start and finish times to reduce congestion and contact at all times 2. Introduce enhanced cleaning of all facilities throughout the day and at the end of each day 3. Consider increasing the number or size of facilities available on site if possible 4. Based on the size of each facility, determine how many people can use it at any one time to maintain a distance of two metres 5. Provide suitable and sufficient rubbish bins in these areas with regular removal and disposal. 				Individual workers			