10 BROAD BASED BLACK ECONOMIC EMPOWERMENT

- 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes.
- In responding to this tender you are therefore encouraged to devote attention to these two
 subjects of Affirmative Action and Economic Empowerment. In addition, in considering the
 appointment of sub-contractors, you are requested to extend the spirit of these policies.
- The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this bid.

11 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

- In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.
- 2. Prospective suppliers will be able to self register on the CSD website: www.csd.gov.za
- 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.
- Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information.
- 5 Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD) Supplier Number:	

12 TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Complance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

- (iii) in the event of the death of -
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment
 - the employer's name and address and the name of the EPWP;
 - (ii) the tasks or job that the worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

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

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) 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. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing
 - (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;

- (iv) any money deducted from the payment;
- (v) the actual amount paid to the worker.
- (g) 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.
- (h) 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.

SL 04.15 <u>DED</u>UCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) 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.
- (d) An employer may not require or allow a worker to -
 - repay any payment except an overpayment previously made by the employer by mistake;
 - state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) 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.

SL 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) 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.
- (d) 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.
- (e) 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.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the EPWP;
 - (vi) the period for which the worker worked on the EPWP;
 - (vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
- ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
- provide overall supervision and day-to-day management of EPWP beneficiary and/or subcontractors; and
- ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
 - (i) 55% people between the ages of 18 and 35
 - (ii) 55% women;
 - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
- a copy of the I.D;
- qualifications;
- career progress;
- EPWP Employment Agreement, and
- list of small trade tools:

must be included in the EPWP beneficiary's personal profile file.

SL 07 TRAINING OF EPWP BENEFICIARY

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA:

- · EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.
- (a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

(c) Technical skills training

The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

SL 08.01 PREAMBLE

The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, femaleheaded households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)

#REF!

#REF!

#REF!

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

#REF!

SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY #REF!

SL 11.01.01 #REF!

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING

SL 11.02.01 Life skills training for 26 days:

	Profit and attendance
02	Profit and attendance
02	Accommodation(Prov.Sum)Unit: R/EPWP beneficiary
01	Travelling (based on 50 km/EPWP beneficiary)

01 Travelling (based on 50 km/EPWP beneficiary)......Unit: km

02 Accommodation.....(Prov.Sum)....Unit: R/EPWP beneficiary

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03	ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING
SL 11.03.01	Life skills training for 26 days
SL 11.03.02	Skilled development and Technical training for EPWP beneficiary for () days
	The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.
	The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.
SL 11.04	EMPLOYMENT OF EPWP BENEFICIARY
SL 11.04.01	Employment of EPWP beneficiary(Prov.Sum)1/4.Unit: R/ worker-month
SL 11.04.02	Employment of EPWP beneficiary(Prov.Sum)1/4.Unit: R/ worker-month
	The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.
SL 11.05	PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY
SL 11.05.01	Supply EPWP designed overalls to EPWP beneficiary(Prov.Sum)Unit: R
	EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.
SL 11.05.02	Profit and attendance
	An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.
SL 11.06	PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY
SL 11.06.01	Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme(Prov.Sum)Unit: R 500-00 /youth worker
SL 11.06.02	Profit and attendance
SL 11.07	APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S
SL 11.07.01	Appointment of () EPWP beneficiary team leader/s for the duration of the contract(Prov.Sum) Unit: R / EPWP beneficiary team leader
	The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.
SL 11.08	LIAISON WITH SERVICE PROVIDER
	The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

PAGE	litem		1	Ī	1	lí i
NO		DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		#REF!				
1		#REF!				
1		<u>PREAMBLES</u>				
1		Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly				
1		TRAINING OF EPWP BENEFICIARY				
1		#REF!				
1		Skills development and Technical training:				
1	1	Skills development and technical training for EPWP beneficiary #REF!	Item	1	;	
1	2	Penalty due to not meeting the target as in SL 11.01.02	Y/Work			
1		TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:				
1		#REF!				
1	3	#REF!	km			
1	4	Profit and attendance on Items 1, 2 & 3	%	156		
1		EMPLOYMENT OF EPWP BENEFICIARY				
1	5	#REF!	ltem	1		
1		The unit of measurement shall be the number of EPWP beneficiary #REF! period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. #REF!				
1	6	#REF!	ltem	1		= =
		TOTAL CARRIED TO SUMMARY				

			UNIT	QUANTITY	RATE	AMOUNT
2		The unit of measurement shall be the number of EPWP beneficiary #REF! period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. #REF!			-	
2	7	#REF!	ltem	1		
2		The unit of measurement shall be the number of EPWP beneficiary #REF! period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. #REF!				
2		PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS				
2	8	Supply EPWP designed overalls to EPWP beneficiary (ref. SL. #REF!	Item	1		
2	9	Profit and attendance on Items 5 - 8 (ref. SL 11.05.02)	%	7,5		
2		PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY				
2	10	Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the #REF!	ltem	1		
2	11	Profit and attendance (ref. SL 11.06.02)	%	7,5		
2		APPOINTMENT OF YOUTH TEAM LEADERS				
2	12	Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07)	ltem	1		
2	13	Liaison with Service Provider (ref. SL 11.08)	Hrs			

2	14	Profit and attendance on Items 12 & 13	%	7,5		
FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES						

SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)						
Project title: Addington Hospital - Replacement of all Fire Doors						
Project Code:	ZNB 10054/2022-H	EPWP NO:	N/A			

Introductory notes:

- 1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope
 of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of
 plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed
 will not be certified for payment.

DESCRIPTION OF THE WORKS Employer's objectives #REF!

Labour-intensive works

#REF!

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF #REF!

#REF!

Table 1: Skills programme for supervisory and management staff

	Table 1: Skills programme for supervisory and management staff						
Personnel NQF lev		Unit standard titles	Skills programme description				
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and				
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage					
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	any one of these 3 unit standards				

		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills protel: 011-265 5900)	ogrammes m	ay be obtained from the CETA ETQA mar	1 lager (e-mail :gerard@ceta.co.za ,

EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:

#REF!

#REF!

- 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
 - a) where the head of the household has less than a primary school education;
 - that have less than one full time person earning an income;
 - c) where subsistence-agriculture is the source of income.
 - d) that who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
 - a) #REF!
 - b) #REF!
 - c) #REF!
- 1.2 Specific provisions pertaining to SANS 1914-5
 - 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project,

- 1.2.2 Contract participation goals
 - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
 - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with tarreted labour.

1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.5 Variations to SANS 1914-5

1.2.5.1 The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

1.3.1 #REEL

1.3.2 #REF!

1.3.3 #REF!

1.3.4 #REF!

1.3.5 #REFI

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

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

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) fow-volume roads and sidewalks

2 Precedence

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

3 Hand excavateable material

Hand excavateable material is material:

a) Granular materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

- i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

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

	Table 2: Consistency of ma	terials when profiled	1	
GRANULAR MATERIALS		COHESIVE MATERIALS		
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION	
Very loose	Crumbles very easily when scraped with a geological pick.		Geological pick head can easily be pushed in as far as the shaft of the handle.	
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.	
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.		Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.	
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.	
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.	

4 Trench excavation

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

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

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

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

6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Hau

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

11 Offloading

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

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

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

15 Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

16 Manufactured Elements

Elements manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

(Insert Your Company Logo)
(This shall serve as the cover page on employment contracts for local labour)
EMPLOYMENT AGREEMENT
BETWEEN
[CONTRACTOR NAME]
AND
[WORKER NAME]

1. PARTIES

The Pa	arties to this Agreement a	re -	
1.1.	Contractor:		
	herein represented by:		
	duly authorised thereto		
		And	
1.2.	Mr / Me;	-	
			fworker's name!

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

"Agreement"

means the contents of this Agreement.

"Company"

means the company that employs the worker

"Department"

means the Department of Public Works

"Worker"

is a person that performs a specific or necessary task or who completes tasks

in a certain way

"EPWP"

The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

for the industry to flourish.

3. PURPOSE

The purpose of this agreement is to:-

Ensure that the agreement is binding to both the Worker and the Employer.

4.	TERMS	AND	CONDIT	10NS

	o	The worker will have no entitlement to the benefits of a full time employee, namely;					
	D	The worker should not have the expectation that this contract will be renewed or extended.					
	ā	The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;					
	o	The worker must meet the standards and requirements of the contractor					
	D	The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.					
5.	REMU	INERATION					
	The w	orker will receive compensation to the amount of R00 which must be paid by th or on the <u>last day</u> of each month.					
6.	ROLE	S AND RESPONSIBILITIES					
	6.1	Employer / Worker					
	o	Work for in terms of the period as specified in the employment agreement contract.					
	٥	Be available for and participate in all learning and work experience required by the company.					
	۰	Comply with workplace policies and procedures.					
	ū	Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.					
	О	Demonstrate willingness to grow and learn through work experience.					
		Provide the following documentation to the employer,					
		Certified identity document not longer than 3 months					
		ID size photos					
		Sign employment contract					

6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

7. DURATION.

This agreement commences on:	
and	
expires on:	

8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

9. CONDITIONS OF EMPLOYMENT

9.1. Meal Breaks

- 9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 9.1.2 An employer and worker may agree on longer meal breaks.
- 9.1.3 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.
- 9.1.4 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.

9.2. Special Conditions for Security Guards (Only applicable to security Guards)

- 9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 9.2.2 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.

9.3. 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").

9.4. Work on Sundays and Public Holidays

- 9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 9.4.2 Work on Sundays is paid at the ordinary rate of pay.
- 9.4.3 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.
- 9.4.4 A time-rated worker who works on a public holiday must be paid
 - 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.

9.5 Sick leave

- 9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.
- 9.5.2 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.
- 9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.5.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.5.8 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.
- 9.5.9 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.
- 9.5.10 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.

9.6. Maternity Leave

- 9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

- 9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 9.6.4 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.
- 9.6.5 A worker may begin maternity leave as follows;
 - (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
 - (c) 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.

9.7. Family responsibility leave

- 9.7.1 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.

9.8. Keeping Records

- 9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;
 - (a) the worker's name and position;
 - (b) copy of an acceptable worker identification
 - (c) in the case of a task-rated worker the number of tasks completed by the worker;
 - (d) in the case of a time-rated worker, the time worked by the worker;
 - (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.
- 9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

9.9. Payment

- 9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- 9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.
- 9.9.3 A task-rated worker will only be paid for tasks that have been completed.
- 9.9.4 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.
- 9.9.5 A time-rated worker will be paid at the end of each month.
- 9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker

- 9.9.7 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.
- 9.9.8 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.
- 9.9.9 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.
- 9.9.10 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.

9.10. Inclement weather

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

9.11. Deductions

- 9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 9.11.3 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 of Law; court order or arbitration
- 9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)
- 9.11.5 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.

9.12. Health and Safety

- 9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 9.12.2 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) use any personal protective equipment or clothing issued by the employer;
 - (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

9.13. Compensation for Injuries and Diseases

- 9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.
- 9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 9.13.3 The employer must report the accident or disease to the Compensation Commissioner.
- 9.13.4 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.

9.14. Termination

- 9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 9.14.2 A worker will not receive severance pay on termination.
- 9.14.3 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.
- 9.14.4 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.

9.14.5 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.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks of employed for one (1) year or more

9.15. Certificate of Service

- 9.15.1 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 Project on which the worker worked; the work performed by the worker;
 - (d) any training received by the worker;
 - (e) the period for which the worker worked on the Project; and
 - (f) any other information agreed on by the employer and worker.

9.16. DOMICILE

The address to which notices and all legal	documents may be deli	vered or served are as follows:
Employee Details		
Vame & Surname:		
D No:	198	
Residential Address:		
Contact No:		
Date of Employment:		
To be supervised by:	Main Contractor: Sub Contractor:	
Category of employment:	Skilled: Semi-skilled: Unskilled:	
or Skilled & Semi-skilled state the trad-	e:	
Period of employment: Fixed for until w	hen your services are	still required on site
confirm that I have been inducted and	fully understand the o	condition of my appointment.
Employee Signature <u>:</u>	Witness b	oy SGB/CLO:
	Signature	by Witness:
Employer Details		
Name & Surname:		Signature



The Attendance Register for on-site Workers Cell No:

Reporting month: Surname:				Cell No: First Name:			
Project Name:			Addington I	Hospital - Re	eplacement	of all Fire Doors	
Project Code:	0				Bid No	ZNB 10054/2022-H	
IDENTITY NUM	/IBER:						
Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided in The Reporting Month	
WEEK 1						Transactivities responsible interior	
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
WEEK 2			_	<u> </u>			
MONDAY			1				
TUESDAY			1				
WEDNESDAY				-			
THURSDAY						1	
FRIDAY							
WEEK 3			_		 		
MONDAY				 	1		
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
WEEK 4							
MONDAY							
TUESDAY							
WEDNESDAY							
THURSDAY							
FRIDAY							
WEEK 5	 						
MONDAY							
TUESDAY	1						
WEDNESDAY							
THURSDAY							
FRIDAY						1	
Total Days wo	rked	With the latest					

BUSINESS PLAN	
Reference No	
Profile ID	
Project Name	
Project Details	
Project Name	
Project Reference Number	
Project description	
Project Start Date	
Project End Date	
Estimated Budget	
Project Location	
Province	
District/Metro Municipality	
Local Municipality/Metro Region	
Latitude (in decimal format)	
Longitude (in decimal format)	
Public Body Details	
Public body sphere	
Reporting public body that is the project owner (and will report on the project)	
Implementing public body type	
Public body that will implement the project	
IDP reference number allocated to the project	
EPWP Details	
EPWP Sector	
EPWP Program	
EPWP Sub programme	
Budget Amount	
April 2014/March 2015	
April 2015/March 2016	
Total Budget Amount	

Wages	 <u> </u>
UIF	
COIDA	-
Training	
Administration	
Equipment and materials	
Other	
Describe other	
Outputs and Training	
Output	
Despription	
Target Quantity	
Number of persons to be trained	
Contact person	lesing to microscopic
Title	
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	
_	

| Name of Contractor: | Name of Project | Addington Nospitul - Replacement of all File Doors | Project Code: |

Designation:____

Designation:____

Date:____

Designation:____

Date:____

	OF REALTH



-50	(1	ithi
	E breek State		ANNA
EXPANDED	PERSON W	OPKS PR	OCRAHUME

W	orker payme	nt cap	ture form for L	OCAL Labour		EALTH EPUBLIC OF SQUITH AFRICA	VONCE	EXPAND	ED PUBLIC WORKS	PROGRAMME
Na	me of Contra	ctor:	_			-	Project Cod	ie:		-
Na	Name of Project: Addington Hospital - Replacement of all Fire Doors									
			u de la companya de l			_	Reporting n	nonth:		
	Payment Upload									
No.	First Name	Initials	Sumame	Identity No.	D.O.B	Job Description	Dally Wage Rate	Total Paid Days	Total Amount Paid	Total days Worked Days
1										
2										
3										
4										
5										
6										
7										

8					
9					
10					
Contractor sign: DPW Official/Consultant sign: EPWP Official sign:					
Designation:	Designation:	Designation:			
Date:	Date:	Date:			
Contact no:	Contact no:	Contact no:			

Department of Health

U781	DEDI	OTT	SCAFE	OF	FRE A	19911

KZN DEPARTMENT OF HEALTH
Worker Training capture form for LOCAL Labour

Project Code:

100		141
EXPANDED		******

Name of Contractor: Name of Project:

Addington Hospital - Replacement of all Fire Doors

rations		Reporting month:												
	Training													
No	Name	Sumame	3D No.	Job description	Course Name	Was training Accredited or Nos - accredited by a relevant SETA	Start dals on caurent month	End date on current month	Training Days Paid	Training Days Not Paid	Total Number of Training Days	Cost per traines	is training complete or on -going	Name of Training Provider
1														
2_														
3				9										
4										v .		- 4		
5					<u> </u>									
В														
7														
8														
9														
10														
51														
12														
13										8				
14														
15														

ontractor sign:	DPW Official/Consultant sign:	EPWP Official sign:
esignation:	Designation:	Designation:
ate:	Date:	Date:
ontact no:	Contact no:	Contact no;

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	Location
Locality Name	
Municipality	
Subplace	
Ward	
Government Facility	
Latitude	
Longitude	
Physical Address/Location	

ANNEXURE 1



KWAZULU - NATAL DEPARTMENT OF HEALTH INFRASTRUCTURE DEVELOPMENT

25 C 5 MAY 2022

PRIVATE BAG X9051
PIETERMARITZBU CHAZPODIRECTORATE:

Physical Address: 35 Hyslop Road, Town hill Office Park, Block 1 PIETERMARITZBURG, 3201

Postal Address: Private Bag X9051

Tel: 033 940 2517 www.kznhealth.gov.z Emai

INFRASTRUCTURE DEVELOPMEN

MAINTENANCE WORKS BRIEF

ADDINGTON HOSPITAL: REPLACE ALL FIRE DOORS AND CONNECT TO EXISTING FIRE SURVEILLANCE SYSTEM

MR T Diamini PrTechEng

Project Leader: Eng. Techno.

Signed: Date:

11/24/2002

Reviewed by:

MR ET Chiro PrEng

Chief Engineer: Civil/Structural

Signed:

Date:

11/04/2002

Recommended by:

Mr K Thabethe

Director: PMB Infrastructure Management Hub

Signed:

Date:

Approved by:

Mr S T Mhlongo

Acting Chief Director: Infrastructure

Development Unit

Signed:

Date:

Document Control

Date	Initials		
04/05/2022	TD		

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1. Project Details

1.1. The Facility

Facility Name:

Addington Hospital

Facility Number:

ADDI018

Facility Type:

District & Regional Hospital

Facility Owner:

Department of Health - KwaZulu-Natal Provincial Government

ERF Number:

ERF 10102

1.2. Location

Province:

Kwa-Zulu Natal (KZN)

District Municipality:

EThekwini District Municipality

Local Municipality:

EThekwini Metro (Durban)

Ward:

Street address (or directions): Erskine Terrace, South Beach, Durban, 4000

Postal address:

PO Box 977, Durban, 4000

GPS Co-ordinates:

Longitude: 31.042

Latitude: -29.862

1.3. The Project / Programme details

Project Name: Replace all fire doors and connect to existing fire surveillance system

KZN-DOH Project Number: ADDNH01

Project Code: 20220215/1

Project Details / Scope: Replace all existing fire doors with new, remove all burglar bars at fire escape routes and connect new fire doors to existing fire protection system.

Project Type: Replacement/Refurbishment and Upgrade

Budget Programme Number: Programme 8

Budget Programme Name: Health Facilities Management R 2 587 500,00

Sub-programme: Sub-Programme 8.

Infrastructure Programme Name: Replace all existing fire doors with new

Nature of Investment: Upgrading

Nature of Investment Sub- status: Upgrading and additions

IRM Infrastructure Category: DoH - Upgrading

IRM Infrastructure Type: Secondary

4 | Page

1.4. **Project Team**

1.4.1. **KZN Department of Health**

1.4.1.1. **Infrastructure Development**

Assistant Project Leader

Mr T Dlamini PrTechEng

Project Leader:

Mr ET Chiro PrEng

Electrical Engineer:

Mr S Dlamini

Mechanical Engineer (fire)

Mr K Thabethe

Civil/Structural Engineer:

Mr ET Chiro PrEng

Occupational Health & Safety:

Ms S Ngcobo

Monitoring & Evaluation:

Ms Z Twala

Health Technology:

N/A

1.4.1.2. Department of Health - General

EThekwini Management Hub

Mrs G Masondo

District Manager

Ms P Diadia

Infection Prevention Control (IPC):

Mrs K Ganas

1.4.1.3. **Oversight Team**

- Provincial Champion: Mr S T Mhlongo (Acting Chief Director Infrastructure Development Unit)
- Provincial Power User: Ms M De Goede (Director: Infrastructure Planning)
- Project Sponsor: Mr S T Mhlongo (Acting Chief Director Infrastructure Development Unit)
- Project Control Group: HIAC
- Infrastructure Development: Mr S T Mhlongo (Acting Chief Director Infrastructure Development)
- Project Approver: Mr S T Mhlongo (Acting Chief Director Infrastructure Development Unit)
- Project Verifler: Ms M De Goede (Director: Infrastructure Planning)

1.4.2. Stakeholders

Challenge Members include:

- Health Infrastructure Approval Committee (HIAC)
- EThekwini Metro (Fire Department)

1.4.3 Implementing Agent

Project Coordinator/Leader:

Mr T Diamini

Implementing Champion:

Mr S T Mhlongo

Implementing Agent:

Department Of Health - KZN

Project Monitor:

Mr TC Chiro

1.5 The Site:

1.5.1 Location of site:

Addington Hospital is a 471 bedded and 2 200 staffed district and regional hospital, situated on South Beach, Durban.



Source: Google Earth Pro:- Aerial view of Addington Hospital

2 Project Overview

2.1 Project Background

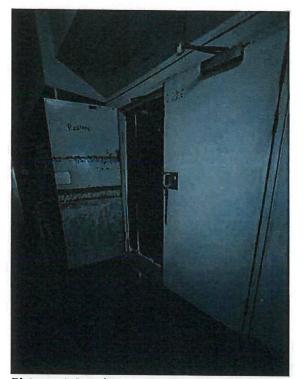
The fire services at Addington Hospital were identified in 2015/2016 to be in a state disrepair. DoPW were appointed in 2016/2017 to be the implementing agent, where they were required to conduct a detailed and comprehensive investigation and recommend solutions for immediate, medium-term and long-term implementation. The services to be undertaken by DoPW included a report on fire restoration of services. DoPW failed to procure a suitable PSP in 2017/2018. DoPW procured all PSP for the project except the services of a Professional Fire Engineer. To this day DoPW has not appointed a suitable qualified Fire Engineer.

Currently the fire services restoration project in the main core building is almost complete. However, the existing fire doors are in a state of disrepair. In addition, woodborer infestation is a huge challenge, where the required 2Hr fire resistivity cannot be guaranteed. The only solution is to replace all existing fire doors with an improved specification, which fully meets all applicable legislations.

Furthermore, the issue of security gates (or burglar bars) in all fire escape routes is also proving to be a big challenge. A balancing act between safety & security and fire safety is required, hence the decision to remove those security gates that are redundant or where not required. Where security gates are required, these shall be operated by means of a mag-lock system that is fully integrated into the existing fire surveillance system.

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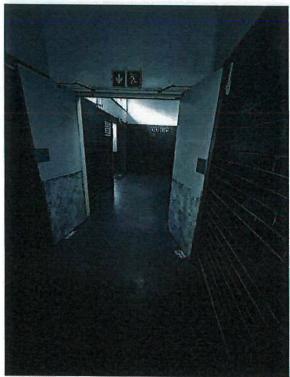
2.2 Current condition





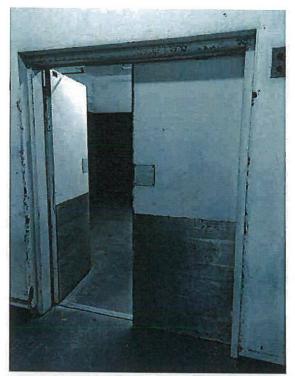
Pictures 1 & 2: Shows dilapidated fire door where repairs can be done but the 2Hr fire resistivity cannot be guaranteed. Slam bars that are completely damaged and unrepairable





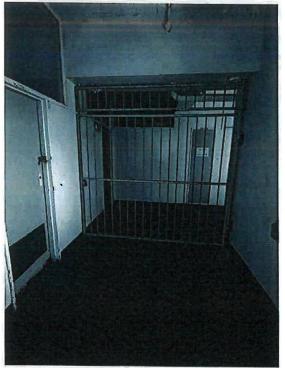
Pictures 3 & 4: Shows dilapidated fire door where the bump plates are missing and woodborer infestation is a big challenge

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Pictures 5 & 6: Shows bump plates on fire doors that are in a very poor condition. The proposal is to replace all these with a thicker gauge aluminium material





Pictures 7 & 8: Shows burglar bars that are permanently locked and obstruct the evacuation and/or escape routes. This has been flagged by the EThekwini Metro's Fire Department as dangerous as it will severely obstruct the safe and quick evacuation of staff, patients and visitors.





Pictures 9 & 10: Shows more burglar bars that are permanently locked, while others serve no particular purpose. The idea is to have some of the burglar bars on mag-locks that are connected to the fire protection systems. When the fire alarm sounds these mag-locks will automatically open these obstruction.

2.3 Project Outcome

- To guarantee that all fire doors have at least a 2Hr fire resistivity characteristics
- To ensure that all fire doors are properly protected from woodborer infestation
- To ensure that all fire doors are connected to the existing fire surveillance system
- To ensure that all fire escape routes are not obstructed by burglar bars, to aid towards the safe and quick evacuation of staff, patients and visitors
- To ensure that all remaining burglar bars are connected and synchronized to the existing fire surveillance system in order for automatic (key-less) opening of all burglar bars in order not to trap staff, patients and visitors
- Contribute towards the overall improvement of fire safety and compliance obligations

2.4 Project Objective

- To comply with the applicable SANS 10400-T requirements
- To comply with Occupational Health and Safety standards
- To comply with applicable EThekwini Metro by-laws

2.5 Project Success Criteria

- Fire doors that have at least 2Hr fire resistivity rating
- Fire doors that are integrated to existing fire detection/protection system
- · Fire doors that are properly protected from woodborer
- Unobstructed fire escape routes
- Obstructions (burglar bars) that are connected to existing fire surveillance system, which shall automatically open to prevent staff, patients and visitors from being trapped inside the building

2.6 Statutory Requirements

2.6.1 Legislation

- o Kwa-Zulu-Natal Department of Health Standard Preambles to All Trades
- Kwa-Zulu-Natal Department of Health Policy Document for The Design of Mechanical Installations
- o Kwa-Zulu-Natal Provincial Administration Health Services General Electrical Specification
- SANS 10400 The application of the National Building Regulations
- SANS 10142 Code of Practice for Wiring of Premises
- Local Fire Regulations.
- The Municipal By-laws and any special requirements of the Supply Authorities of the area or district concerned.
- The Occupational Safety Act Act 6/1983

The Contractor should fully familiarise himself with these documents prior to quoting.

3 Technical Brief

3.3 Detail Scope of Work

The scope of work entails the following:

1. Current Status Quo

The following is a summary of the current state of affairs:

- The fire doors are currently existing and securely fixed on metal frames by metal hinges
- These doors have been temporarily refurbished to operate with fire detection system via mag locks
- Many fire doors are in a poor shape, hence due for replacement
- These fire doors are located in all fire escapes routes

Site Assessment

Conduct a compulsory site visit at Addington Hospital (site) prior to placing and/or manufacturing of all required fire doors

- Visit site and confirm the final dimensions of all fire doors required
- Assess the condition of all existing fire door frames and hinges and certify if they are still in good condition to mount new fire doors
- Measurement of all required fire doors and frames
- Confirm resources required to connect new fire doors to existing fire surveillance system

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3. Supply and delivery of all fire doors

- Supply required fire doors as per your confirmed measurements
- All fire doors must fully comply to the below specification
- All fire doors to be free of any defects
- Allow Department of Health officials (or Professional Engineer(s) appointed by the Department) to inspect all fire doors prior to delivery
- Each door to be individually wrapped with bubble-wrap prior to transportation to site
- Issue compliance certificate for all fire doors, as per below specification
- Transport and deliver all fire doors to Addington Hospital main stores
- Remove all existing fire doors together with mag-locks, door closures and pull handles for re-use
- Supply and install 200mm 1,2mm stainless steel push plates on each door
- Supply and install new stainless-steel slam bars to each door leaf
- Install, test and commission the installation of all fire doors

Connecting fire doors to Existing Fire Detection System

Connect fire doors to existing fire surveillance system

- Connect all new doors to existing fire surveillance system, such that:
 - o Pressurization occurs
 - Mag-locks to existing fire surveillance system are operational
- Connect, test and commission the connection to fire surveillance system

5. <u>Door Treatment</u>

- All doors to be treated against woodborer infestation
- Issue guarantee certificate for treating all new fire doors against woodborer

Delivery

Successful PSP to indicate delivery period from date of receiving an official works order for all fire doors as part of the quote

7. Quantitles required

- Standard single size as given and/or verified = 7
- Standard double size as given and/or verified = 95

Very important note:

All double doors to be rebated for slam bar fixing to secure lock edges

View Panel

All doors to be fitted with a view panel measuring 100mm Wide x300mm High with Georgian wired glass (or similar) on each door.

Ironmongery

At least a 3mm thick aluminium checker plate to be installed as bump-plates on all doors and should not be less than 1200mm in height, from the bottom-most edge of each door.

Existing burglar bars

All existing burglar bars that are situated in all floors and installed in such a way that they impede fire escape routes are to be removed. Once removed, rehabilitate the wall and finish in all areas where these burglar bars were removed.

Certificates

All doors supplied shall be accompanied by the following compulsory certification:

- Fire rating certificate of compliance
- Certificate of guarantee for treating all doors against woodborer infestation.
- Applicable warranty/guarantee certificate for all fire doors
- Certification to confirm all fire doors are properly installed

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Certification to confirm all fire doors are properly connected to existing fire protection and/or detection system

3.4 Special Considerations and Strategies

Operational requirements

It must be noted that since the Facilities are to remain operational during the execution of the proposed works, the Contractor is to work very close and communicate with the Facilities' Management well in advance to arrange for any works that might/will affect the Facility operations and to mitigate any potential safety and operational risks.

4 Project / Programme Management and Cost control

4.1 Project Management

4.1.1 FIPDM guidelines

Stage 1A	PROJECT INITIATIONS: Project was identified December 2021
Stage 1B	PREFEASIBILITY: The brief is deemed to satisfy this stage
Stage 2	FEASIBILITY: The brief is deemed to satisfy this stage
C4 C	DEGICAL DESCRIPTION OF THE STATE OF THE STAT

Stage 3 DESIGN DEVELOPMENT: The brief is deemed to satisfy this stage

Stage 4 DESIGN DOCUMENTATION:

Deliverable: Complete and approved design documents

Sub-deliverable 1
 Complete working drawing = none
 Sub-deliverable 2
 Specifications and priced Bills of Quantities complete

Stage 5 WORKS

Deliverable: Works completions certified

Sub-deliverable 1 Signed contractual document received

o Sub-deliverable 2 Site hand over certified

o Sub-deliverable 3 Construction technical certifications
o Sub-deliverable 4 Practical completion certified

o Sub-deliverable 4 Practical completion certified o Sub-deliverable 5 Retention

o Sub-deliverable 6 Works completion certified

Stage 6 HANDOVER

Deliverable: Liability acceptance by End-User

o Sub-deliverable 1 Defects liability
o Sub-deliverable 2 Training concluded

o Sub-deliverable 3 As-built/Manuals received o Sub-deliverable 4 Commissioning completed

Sub-deliverable 5 Certification and commissioning

Stage 7 CLOSE OUT

Deliverable: Defects certificates or certificates of final completion issued, Final amount due to the contractor in terms of the contract is certified, Close out report is accepted

o Sub-deliverable 1 Final completion certificate issued

o Sub-deliverable 2 final accounts signed o Sub-deliverable 3 Final payments certified

Sub-deliverable 4 Report complete and submitted for signature

o Sub-deliverable 5 Report approved and signed o Sub-deliverable 6 Asset verified and captured

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4.1.2 Project Management Plan / Resource Management

The following project management plan is a guideline.

Table 2: Proposed Project Plan

ITEM	ELEMENTS					
Needs Assessment/Analysis:	The project has been identified and agreed to be implemented by Head of Department: KZN Health (see attached approved submission)					
Implementing Agent (IA)Brief	DoH					
Project Team Brief:	The Project team: Are to manage the project to successful completion within time, cost and to the required specification and to manage project associated risks for minimum impact. Must develop, design, document, manage and close the project May not proceed with any stage (IDMS) of the work until the KZN-DOH is satisfied with the stage of the project. Must clarify any uncertainties, discrepancies, etc to the satisfaction of KZN-DOH Is expected to deliver a well-designed, cost effective, low maintenance design that will suit the needs of the end-user and KZN-DOH Must adhere to the timeframes for the work to be completed as presented.					
Evaluation and Engagement:	 The project may not proceed to any stage until KZN-DOH is satisfied with the current stage (wherever that is) of the project; KZN-DOH will follow the IDMS principles for approval and evaluation 					

4.1.3 Project Risk Plan

Informed decision-making is critical to the success of any project. Crucial to this success is the identification of risks and how they will be managed. The following risks have been identified prior to the projects start. These risks are not all inclusive and will be reviewed as the project progresses.

The following is some of the risk identified. However it is required that the Implementer develops a full risk plan. This is not an Inclusive list and must be reviewed at each stage.

Table 3: Risk Log

Risk	Owner	Probability (low/med/ high)	Consequenc e (L/M/H)	Actions
Delays in Procurement of a suitable Contractor	DoH	Medium	High	SCM processes to be expedited with the time frames by DoH.
Equipment being damaged during transportation.	Contractor	low	low	Proper care and handling of distribution board panel and other material.
Appointment of not adequately incapacitated/experience d contractor- this would lead to delays and financial implications.	PL	Medium	High	Specific criteria for contractor capability and experience to be mentioned in tender documents.

4.1.4 Occupational Health and Safety

4.1.4.1 The project must comply with the requirements of the Occupational Health & Safety Act 85 of 1993 and its regulations.

4.2 Communication Plan

The following plan is a guideline.

Strategies

In order to ensure good communication, frequent engagement will take place throughout the project life cycle. The engagements include:

- o Stakeholder engagement meetings
- o Planning meetings
- o Progress feedback meetings
- o Design review meetings
- Problem solving and decision making meetings
- o Report back meetings
- Site meetings
- No media communication except by KZN-DOH Communication.
- Methodologies

Communication will be done through the following methods:

- Face on face Meetings
- o Minutes
- o Telecommunication
- o E-mails
- o Reports
- o Letters
- Delivery

Communication will be delivered through:

- o Telecommunication
- o E-mails
- o Postal services
- o Internal registry services
- Personnel

Communication will be between KZN-DOH Infrastructure Development (KZN-DOH ID) and:-

- o KZN-DOH Head Office sections
- o Facilities Management and Technical Staff
- Facilities District Management and Technical Staff
- o Other relevant stakeholders

Communication is expected to take place between:

- KZN-DOH and Stake-holders.
- KZN DoH, Contractor(s) and Facility (CHCs and Clinics) Management

4.3 Project Milestones

Table 4: Milestones and Tasks

Milestone	Date	% Project Complete
PROJECT START DATE	December 2021	100%
PRE-FEASIBILITY	03 March 2022	100%
SPECIFICATION	14 April 2022	100%
TENDER	20 May 2022	99%
CONSTRUCTION	01 November 2022	0%
Construction 0 - 25%	31 December 2022	0%
Construction 26 - 50%	31 January 2023	0%
Construction 51 - 75%	28 February 2023	0%
Construction 76 - 100%	30 March 2023	0%
PRACTICAL COMPLETION	31 March 2023	0%
WORKS COMPLETION	31 March 2023	0%
HANDED OVER	01 March 2024	0%
FINAL COMPLETION	15 March 2024	0%
CLOSE OUT	31 March 2024	0%

4.4 Project Cost Breakdown

The project cost is made up of the following elements:

The budgetary allocation for each Infrastructure Component must be closely controlled by the Project Manager and must not be exceeded without prior approval of the CFO and HOD. The departmental Project Leader is responsible for the Commissioning Costs if they are not included in the Infrastructure Budget.

The Project Leader and Project Manager are responsible to ensure that necessary controls are in place and that the budgets are not exceeded without a fully motivated and approved submission to the CFO and HOD.

Construction Costs:

Table 5: Estimated Construction Costs

Building Cost (incl. VAT)		
Funding source	HFRG	
Budgetary Item	Amount	Explanatory Notes
Current Estimated Cost	R 2 328	750.00 Cost for supply, delivery, install, testing and commissioning of fire doors, remove security gates, install mag-locks and connect to existing fire detection system
Contingency	R 258 7	750.00 For all unforeseen items
Estimated Total Cost (incl. VAT),	R 2 587	500,00

Operations & Maintenance Costs:

Operations and maintenance will be managed by the facility with the assistance from EThekwini Maintenance Hub and Infrastructure Development Unit.

Monthly Cash flows:

Table 7: Estimated Monthly Cashflow (AIP)

2022/2023 FY

Es	timat	ed C	ashfl	ow for	curren	t year	(Total	Consti	ruction cost	Fees, incl \	/AT)
A	M	J	J	Aug	Sep	Oct	Nov	Dec	J	F	M
									R 733 485	R 733 485	R 861 780

2023/2024 FY

Estin	nated C	ashflo	ow fo	r curre	nt year	(Total	Constr	uction co	ost + Fe	es, inc	VAT)
Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
						Maria and a					R 258 750

Cash-flow relates to building costs

Table 8: Projected Annual Cashflow (U-AMP)

MTEF and beyond	Fees	Const	truction	Total	F-128 - 122 - 10
Year 2022/2023	R 0.00	R	2 328 750.00	R	2 328 750.00
Year 2023/2024	R 0.00	R	258 750.00	R	258 750.00
TOTAL	R 0.00	R	2 587 500.00	R	2 587 500.00

5 Procurement

5.1 Procurement Strategy

This project will be in done in house by KZN DoH (PMB Maintenance Hub)

- The KZN DoH (PMB Maintenance Hub) will prepare and get the project brief approved.
- The KZN DoH (PMB Maintenance Hub) shall prepare the bid document, procure and appoint the suitable service provider.
- A service provider appointed must have the CIDB Category 4SF of appropriate Grading corresponding to the project/contract value.
- The appointed service provider will be responsible for all documentation as well as construction.

5.2 Delivery Management Strategy

The Delivery Management Strategy extracted from the IPMP for this project is a follows.

5.2.1 Professional Services

Chief Engineer: Civil
 Chief Engineer: Electrical
 DoH Planning
 DoH Planning

Control Engineering Technologist: Mechanical : DoH PMB Maintenance Hub

Table 09: Strategic Arrangements

Delivery Management Strategy for Works				ng Arrang or Works	ements	Procurement Arrangements for Works			
Delivery Mode	Imple mente r	Estimate d Project Control Budget (R.m)	Contractin g strategy	Pricing strateg y	Form of Contra ct	Procurem ent Procedure	Estimated Bid/Tender Award Date	Comme nts / Current Stage	
Individu ai Project	DoH	R 2 587 50 0.00	Design by employer	BoQ	GCC	Public Open Tender	30 Nov 2022	Identified	

5.2.2 Updating and Revising the Delivery Management Strategy

Where a revision is recommended, an in-principle-agreement must be provided by the Project Leader (DOH) and the revision must be highlighted and explained at the next end-of-stage submission and must align with the Strategic Arrangements

5.2.3 Implementation Strategy

It is envisage that the contract period for this project is 3 months for the appointed contractor to have sufficient time to execute work. The project will be done even during weekends, when traffic on this live site will be low. The contractor will be requested to give notice to the facility two weeks before carrying out any work on site. The safety & security to some of the wards will be interrupted for about a day while the contractor is doing modifications and installations of mag-locks on those security gates that have been identified by the facility to remain in place.

The contractor will be required to submit risk assessment and project program plan before carrying the work.

6 External Appointments

6.1 Appointment of Contractors or Suppliers

The Contractor will be appointed by KZN-Health: PMB Maintenance Hub and the following expectations by KZN-DOH from the Contractor and/or Supplier are highlighted:

- Effective Time management
- Effective Project Management
- Effective Cost Management
- Effective Resource Management
- Effective Communication
- Adherence/Compliance to all applicable Legislation
- Adherence/Compliance to all applicable policies
- Adherence/Compliance to all applicable norms and standards
- Adherence/Compliance to technical specifications & BoQ

6.2 Roles and Responsibilities of the Department of Health

The roles and responsibilities are highlighted below:

- Effective management and co-ordination of all stages of the project
- Effective management and co-ordination to al legislative requirements
- Quality control and compliance.
- Effective manage Procurement preparation processes in terms of the PFMA, FIPDM and Treasury Regulations.
- Contract and project management
- Effective Financial management.
- Effective Time Management
- Manage completion processes and retention periods.
- Manage timeous and complete Close-out of Project Including as-built documentation, manuals compliance certificates and related documentation.
- Manage all required reporting, documentation and archiving of documents

7 Signatures

Signatories

The following Facilities, Programmes and their Managers, Directors or Leaders have been fully advised and have read and understood the contents of this document.

Name:	Mr T Dlamini PrTechEng
Designation	Control Engineering Technologist
Date:	
Signature:	11/04/2022
Name:	Mr ET Chiro PrEng
Designation	Chief Engineer: Civil
Date:	
Signature:	11/04/2022
Name:	Dr M Ndlangisa
Designation	CEO: Addington Hospital
Date:	
Signature:	

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Name:	Dr M Ndiangisa
Designation	CEO: Addington Hospital
Date;	03/94/2002
Signature:	Marca