



public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

COEGA DEVELOPMENT CORPORATION (PTY) LTD

**CONTRACT No. CDC/163/25
WCS NO: (04521 & WCS NO: 056691)**

FOR

ELLIOT MAGISTRATE COURT:

**PLANNED MAINTENANCE, REPAIR AND REFURBISHMENT
OF THE ENTIRE FACILITY AND CAPITAL WORKS TO
INCLUDE CONSTRUCTION OF ADDITIONAL
ACCOMMODATION.**

BOOK 1

CLOSING DATE: 24 JUNE 2025

CLOSING TIME: 12:00

Classification: PUBLIC

PREPARED FOR:

Coega Development Corporation (Pty) Ltd
Harraway House, No 12
Pearce Street
Berea
East London
5241

NAME OF TENDERER: _____

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PART T1.1: INVITATION TO TENDER



INVITAION TO TENDER

CONTRACT NUMBER: CDC/163/25

**ELLIOT MAGISTRATE COURT: PLANNED MAINTENANCE, REPAIR AND
REFURBISHMENT OF THE ENTIRE FACILITY AND CAPITAL WORKS TO INCLUDE
CONSTRUCTION OF ADDITIONAL ACCOMMODATION**

(WCS – 04521 & 056691)

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

The CDC is assisting the National Department of Public Works and Infrastructure (DPWI) with implementation of infrastructure projects Nationally. The infrastructure projects include magistrate courts, museums, police stations and prison facilities to mention a few. The scope of these projects comprises of new facilities, repairs, and refurbishment, upgrading and maintenance of existing facilities. These projects are aimed at creating jobs, developing, and transferring skills and reducing poverty.

The CDC has been appointed as an Implementing Agent and is working together with the NDPWI to implement Planned Maintenance, Repair and Refurbishment of the Entire Facility and Capital Works to include Construction of Additional Accommodation at Elliot Magistrate Court.

INVITATION TO TENDER AND SCOPE OF WORKS

The CDC invites competent Service Providers to submit their Bid documents for the **Planned Maintenance, Repair and Refurbishment of the Entire Facility and Capital Works to include Construction of Additional Accommodation (WCS – 04521 & 056691) at Elliot Magistrate Court** for a period of twenty-four (24) months.

Bidders must have a CIDB Contractor Grading designation of **7GB or higher**, emerging contractors with a *CIDB Contractor grading designation of 6GB PE are not eligible to make submissions and will not be considered*. It is envisaged that the project will take **24 (twenty-four)** calendar months

PROJECT SCOPE

The project deliverables are as follows:

- (a) Maintenance and upgrade of existing magistrates building
- (b) New public ablution building
- (c) New security and SOS building
- (d) New magistrate offices
- (e) Upgrading of existing public ablutions to holding cells
- (f) Upgrade of existing staff ablution building
- (g) Upgrade of existing store to House Main DB and generator fuel store
- (h) Electrical installation
- (i) Mechanical installation
- (j) Standby Generator
- (k) Access Control, Intercom and CCTV
- (l) IT, ICT and Data Installation

CONDITIONS OF TENDER

Failure to adhere to the conditions stated hereinunder or to provide evidence where specified, will render the submission non-responsive and the submission will be declared as null and void and will not be considered further.

- (a) Bidders shall be registered with the Construction Industry Development Board (CIDB). It is estimated that tenderers must have a CIDB Contractor Grading designation of **7GB or higher**. Emerging contractors with a CIDB Contractor grading designation of **6GB PE** are not eligible to make submissions and will not be considered.
- (b) Bidders are required to have a valid and current CIDB registration on the date of closing and required to maintain this registration throughout the Tender Evaluation period. Failure to do so will invalidate the tender.
- (c) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.
- (d) This project will be implemented under the Construction Industry Development Board Contract Skills Development Goal (CSDG) programme, and the successful Bidder will be required to adhere to the requirements of:
 - i. the CIDB Standard for Indirect Targeting for Enterprise Development Through Construction Works Contracts published in Gazette Notice No. 36190 of 25 February 2013; and
 - ii. the CIDB Standard for Developing Skills Through Infrastructure Contracts (March 2023).
- (e) The **80/20** or **90/10** preference point system, as per the Preferential Procurement Regulations, 2022 shall apply. The following scores will be applied:
 - (i) Price -80 or 90,
 - (ii) Specific Goals (B-BBEE Status level of Contribution) - 20 or 10.

Note: The lowest acceptable tender will determine which point systems will be used.

- (f) The CDC procurement policies and procedures shall apply;
- (g) The following legislations shall apply:
 - i. Public Finance Management Act (PFMA).

- ii. The Construction Industry Development Board Act, 38 of 2000
- iii. National Treasury Regulations
- iv. Preferential Procurement Policy Framework Act, 2000
- v. Preferential Procurement Regulations 2022
- vi. Occupational Health and Safety Act and Regulations, Act (85 of 1993).
- vii. Compensation for Occupational injuries and disease Act (130 of 1993).
- viii. Broad -Based Black Economic Empowerment (BBBEE) Amendment Act (46 of 2013
- ix. Disaster Management Act, (57 Of 2002)
- x. The National Qualifications Framework Amendment Act, (12 of 2019);
- xi. The Skills Development Act, (97 of 1998) as amended by Employment Services Act 4 of 2014;
- xii. NEMA National Environmental Management Act, (107 of 1998);
- xiii. National Heritage Resources Act, NHRA (25 of 1999);
- xiv. 2014 Environmental Impact Assessment Regulation as amended
- xv. Any other applicable legislation.

- (h) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. The consortia/Joint Venture must submit a consolidated B-BBEE Certificate as well as individual B-BBEE Certificates /affidavits of their own entities to confirm the type of enterprise.
- (i) Tenderers and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.

- (j) All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Service (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS.
- (k) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0.
- (l) The CDC reserves the right not to accept any submission. If the CDC does not accept any submission, it will declare this tender process to be closed and may then elect to negotiate with any party, or to proceed on a completely different basis, or not to proceed with the services.
- (m) The CDC will only award the Tender to a Successful Bidder who is tax compliant. The tax compliant status of the Bidders (and all the members in the Tendering Team in the case of Consortia or Joint Venture) will be verified through the CSD and South African Revenue Services (SARS) website.
- (n) CDC will not award more than two active Projects to one bidder, unless one Project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded two contracts.
- (o) Public servants are prohibited from conducting any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and bidders will be disqualified should they be found to be in contravention with the regulations. A letter of confirmation must be provided with this bid document should a public servant have been granted permission by National Treasury to conduct business with an organ of state.
- (p) Attendance of the Briefing Meeting by at least one member of the Company or JV/Consortium is compulsory. The attendance register will be used to confirm attendance. Submissions from Companies or JV/Consortium which did not attend the Compulsory Briefing Meeting will not be evaluated.
- (q) The bidder will be evaluated as follows:

- i. Stage 1: Responsiveness Assessment,
 - ii. Stage 2: Functionality Assessment,
 - iii. Stage 3: Quantitative Assessment, and
 - iv. Stage 4: Qualitative Assessment
- (r) Bidders will be evaluated on functionality and are expected to meet the minimum of 60 points threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the tender document under section T1.3.
- (s) The Bidders must nominate a person who will be their Overall Project Team Leader. The Overall Project Team Leader:
 - (i) Should have delegated authority to sign:
 - (1) The Tender Submissions;
 - (2) Any correspondence with the CDC during the bidding process;
 - (3) The Agreement to be entered into with the Successful Bidder; and
 - (4) Any correspondence during the Contract Execution Phase.
 - (ii) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the Certificate of Authority of Signatory that should be included in the Tender Document.
 - (iii) Will be the sole point of contact between the CDC and the Bidder during this bidding process, and during contract execution (i.e. for the Successful Bidder).
 - (iv) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness.
- (v) In the case of JVs/Consortia, the Bidder must include a **Letter of Intent to Enter into a JV/Consortium Agreement**.
- (vi) Entities are not allowed to be a member of more than one (1) JV/Consortium or Bidding Team.
- (vii) Tenderers must complete and sign the POPI Act Consent Form. In the case of a Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed.
- (viii) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this Tender Document and signs the submission as a correct and sound documentation that the CDC could put its reliance on.

- (ix) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they collect the tender documents to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realised. The CDC will not be accountable for any such omission or failure by the Prospective Tenderers.
- (x) The successful bidder (Principal Contractor) will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational injuries and disease Act, Act (130 of 1993), National Environmental Management Act, Act (107 of 1998) and Disaster Management Act, Act (57 of 2002) and, all relevant and applicable legislations throughout the duration of the contract. Upon appointment of the successful bidder, the service provider will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the SANS and CDC Norms and Standards.
- (xi) The successful bidder will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993) and Compensation for Occupational Injuries and Disease Act, Act (130 of 1993) and all relevant and applicable legislations. CDC Sustainability Business Unit will monitor compliance and implementation of Occupational Health and Safety, Environmental and Quality requirements for the duration of the contract;
- (xii) Upon award the successful Bidder (Principal Contractor) will be required to provide valid proof of registered Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/CHSM) with SACPCMP and must have necessary competencies and resources to execute his or her duties. The CHSO/CHSM must have proven record of minimum of 5 years of experience or more (post registration experience). No candidate registration will be accepted.
- (xiii) In case of a Joint Venture (JV) / Consortium, the bidder must provide a consolidated B-BBEE certificate would be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise.
- (xiv) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses.
- (xv) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0.

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

(xvii) Bids must only be submitted on the tender document that is issued.

(xviii) Tender validity shall be **Twelve (12) weeks** from the closing date.

Collection of tender documents

The Bid documents for this Tender Process can be downloaded free of charge from the CDC Website: www.coega.com or National Treasury e-tender portal publication from **12h00 on Friday, 30 May 2025**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

In case the bidder prefers to purchase a physical bid document, the bidder must place an order via mthathatenders@coega.co.za and the bid documents can be collected during working hours from CDC's Mthatha Office, Ground Floor, 76 Blakeway, Mthatha. from **Friday, 30 May 2025 from 12:00pm**, AT THE RECEPTION. No documents will be available or issued at the Briefing Session and should therefore be collected timeously beforehand.

Bidders who prefer to purchase a physical bid document, a non-refundable bid fee of **R500.00** per set of documents purchased, payable by bank guaranteed cheque made out in favour of the CDC, or by means of electronic transfers are to be made to Account Name: CDC – DPWI; Standard Bank, Account No: 080 396 038, Branch: Pickering Street. Proof of deposit is required upon collection of the bid documents. **NO CASH WILL BE ACCEPTED.**

Compulsory briefing

A **compulsory briefing** meeting with representatives of the employer and professional team will take place on site, at **Elliot Magistrate Court on 10 June 2025 starting at 11:00**. The GPS coordinates to the site are as follows: **(LATITUDE: -31°19'59.36")**; **(LONGITUDE: 27°51'01.68")**. The briefing notes will be packaged and published on the CDC website.

Closing date and time

The closing time for the receipt of tenders is on **Tuesday, 24 June 2025 at 12H00**. One original completed bid document shall be placed in a sealed envelope clearly marked:

“CONTRACT NO: CDC/163/25 - ELLIOT MAGISTRATE COURT: PLANNED MAINTENANCE, REPAIR AND REFURBISHMENT OF THE ENTIRE FACILITY AND CAPITAL WORKS TO INCLUDE CONSTRUCTION OF ADDITIONAL ACCOMMODATION (WCS – 04521 & 056691).”

Bids are to be placed in the tender box at the **Mthatha Office, Ground Floor, 76 Blakeway Road, Mthatha 5001**. The bids will be opened in public, and the opening register will be posted on the CDC website within 48 hours of the tender closure and no late submissions will be considered. All submissions and subsequent information received will become the property of the CDC and will not be returned.

No more than two representatives of the tendering entity will be allowed to attend the tender opening session. The opening register will be placed on the CDC website within 48 hours of the tender closure.

Failure to provide any **mandatory information** required in this Tender will result in the submissions being deemed non-responsive.

Bidders Enquiries

All enquiries regarding this bid must be in writing only and must be directed to: Ms. Zine Mtanda: SCM Unit Head - e-mail: mthathatenders@coega.co.za; between the period of the **30 May 2025 to Tuesday 17 June 2025**. No new queries received after **17 June 2024** will be entertained.

No telephonic or any other form of communication relating to this bid with any other CDC member of staff, CDC Agent, Client or any other role players will be permitted. All enquiries regarding this tender must be in writing only, and must be directed to:

Ms Zine Mtanda, Unit Head: Supply Chain Management; email: mthathatenders@coega.co.za.

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

PART T1.2: TENDER DATA

T1.2 TENDER DATA

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

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

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

Clause number	Tender Data
C.1.1	<p>The Employer is: Coega Development Corporation (Pty) Ltd. HARRAWAY HOSE, 12 PEARCE STREET BEREA, EAST LONDON</p>
C.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>BOOK 1 – THE TENDER</p> <p>PART T1: TENDERING PROCEDURES</p> <p style="padding-left: 40px;">T1.1 INVITATION TO TENDER T1.2 TENDER DATA T1.3 FUNCTIONALITY SCORING SCHEDULE T1.4 STANDARD CONDITIONS OF TENDER</p> <p>PART C3: SCOPE OF WORK</p> <p style="padding-left: 40px;">C3.1 Description of the Works C3.2 Drawings C3.3 Health and Safety & Environment C3.4 Baseline Risk Assessment C3.5 Social and Economic Deliverables C3.6 SMME Specification C3.7 Planning Specification for Contractors</p> <p>PART C4: SITE INFORMATION</p> <p style="padding-left: 40px;">C4.1 Site Information</p>

<p>C.1.2 cont...</p>	<p>BOOK 2</p> <p>PART C1: CONTRACT DATA</p> <p>SBD1</p> <p>Responsiveness Checklist</p> <p>Tender Document Check List</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Construction Guarantee (Pro- Forma)</p> <p>PART C2: PRICING DATA</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bills of Quantities</p> <p>C2.3 Final Summary</p> <p>PART T2: RETURNABLE SCHEDULES</p> <p>SBD 4 –Bidder’s Disclosures</p> <p>SDB 6.1 Preference Point Claim form in terms of the Preferential Procurement Regulations 2022</p> <ol style="list-style-type: none"> 1. T2.1.1 FORM A: Authority for Signatory 2. T2.1.2 FORM B: Schedule of Work Carried out by the Tenderer 3. T2.1.3FORM C: Proposed Key Personnel 4. T2.1.4 FORM D: Schedule of Proposed Sub-Contractors 5. T2.1.5 FORM E: Particulars of Electrical Contractor 6. T2.1.6 FORM F: Financial References 7. T2.1.7 FORM G: Estimated Monthly Expenditure 8. T2.1.8 FORM H: POPIA Consent Form 9. T2.1.8 FORM I: Details of Amendments and Qualifications 10. T2.1.10 FORM J: Schedule of Construction Plant and Equipment 11. T2.1.11 FORM K: SMME Participation 12. T2.1.12 FORM L: Record of Addenda to Tender Documents 13. T2.1.13 FORM M: Proposed Construction Work Programme and Methodology 14. T2.1.14 FORM N: Joint Venture Disclosure Form 15. T2.1.15 FORM O: BBBEE Validation, CIDB Certificates and CSD Registration 16. T 2.1.16 FORM P: Preliminary Programme 17. T2.1.17 FORM Q: EME AFFIDAVIT 18. T2.1.18 FORM R: Performance Evaluation
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	<p>The Employer's Agent :</p> <p>Name: Clarence Bobie Incorporated</p> <p>Address: 90 Ebdon Street, Queenstown, 5319</p> <p>Contact Person:</p> <p>Telephone:</p> <p>Mobile Number:</p> <p>e-mail:</p>
C.2.1	<p>a) Bidders shall be registered with the Construction Industry Development Board (CIDB). It is estimated that tenderers must have a CIDB Contractor Grading designation of 7GB or higher. Emerging contractors with a CIDB Contractor grading designation of 6GB PE are not eligible to make submissions and will not be considered.</p> <p>b) Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> i. Every member of the joint venture is registered with the CIDB; ii. The lead partner has a contractor grading designation in the 6GB or higher class of construction work; and iii. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a GB class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations and should have a CIDB contractor grading of 7GB or higher. <p>The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (revised in March 2023).</p> <p>The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 36190 of 25 February 2013).</p>
C.2.7	<p>The arrangements for a compulsory briefing meeting are:</p> <p>Venue: Elliot Magistrate Court, 34 Voortrekker Street, Khowa (Elliot).</p> <p>The GPS coordinates to the site are as follows: (LATITUDE: -31°19'59.36") (LONGITUDE: 27°51'01.68").</p>

	<p>Date: 10 June 2025</p> <p>Time: 11h00</p> <p>Tenderer's must sign the attendance register in the name of the tendering entities appearing on the attendance list.</p>
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original only .
C.2.13.9	Telephonic, telegraphic, telex, tippexed, facsimile or e-Mailed tender offers will not be accepted
	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box : Coega Development Corporation (Pty) Ltd.</p> <p>Physical address : Harraway House, 12 Pearce Street, East London 5241</p>
C.2.15.1	<p>Title of Tender : Elliot Magistrate Court</p> <p>The closing date : 24 June 2025</p> <p>Time of the tender closure: 12:00PM</p> <p>Identification details: "ELLIOT MAGISTRATE COURT: PLANNED MAINTENANCE, REPAIR AND REFURBISHMENT OF THE ENTIRE FACILITY AND CAPITAL WORKS TO INCLUDE CONSTRUCTION OF ADDITIONAL ACCOMMODATION."</p>
C.2.16	The tender validity period shall be Twelve (12) weeks from the closing date.
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements
C.2.19	Access shall be provided for the following inspections, tests and analysis: Geotechnical Report available on request.
C.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Section C.1.3 Construction Guarantee (Pro Forma) of this document

C.3.4	Tender closing date is 24 June 2025at 12:00PM . The bids will NOT be opened in public; but the opening register will be posted on the CDC website within 48 hours of the tender closure.																										
C.3.5	A two envelop system will NOT be followed.																										
C.3.6	<p>Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022. 80/20 or 90/10 preference point system will apply. The following scores will be applied:</p> <table><tr><th rowspan="2">AREA OF EVALUATION</th><th colspan="2">MAXIMUM POINTS</th></tr><tr><th>(80/20)</th><th>(90/10)</th></tr><tr><td>Price</td><td>80</td><td>90</td></tr><tr><td>Specific Goals</td><td>20</td><td>10</td></tr><tr><td>Total Points (S)</td><td>100</td><td>100</td></tr></table> <p>Note: The lowest acceptable tender will determine which point systems will be used.</p> <p>The formula to be used is as follows. A maximum of 80 or 90 points is allocated for price on the following basis:</p> $Ps = 80 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>or</p> $Ps = 90 \left[1 - \frac{Pt - Pmin}{Pmin} \right]$ <p>Where:</p> <p><i>PS</i> = Points scored for comparative price of tender or offer under consideration.</p> <p><i>Pt</i> = Comparative price of tender or offer under consideration; and</p> <p><i>Pmin</i>= Comparative price of lowest acceptable tender or offer.</p> <p>The allocation of tender adjudication points for Contracts shall be as follows, subject to the lowest bidder as a determiner:</p> <table><tr><th>Area of Adjudication</th><th>Maximum Points</th><th>Maximum Points</th></tr><tr><td>Tendered Price (SP)</td><td>80</td><td>90</td></tr><tr><td>Goals (Se)</td><td>20</td><td>10</td></tr><tr><td>Total Points (s)</td><td>100</td><td>100</td></tr></table>	AREA OF EVALUATION	MAXIMUM POINTS		(80/20)	(90/10)	Price	80	90	Specific Goals	20	10	Total Points (S)	100	100	Area of Adjudication	Maximum Points	Maximum Points	Tendered Price (SP)	80	90	Goals (Se)	20	10	Total Points (s)	100	100
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In addition to price evaluation, CDC will evaluate contractors, services providers and professionals based on their B-BBEE status achieved in accordance with the DTI.

As per the amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited BBEE Verification Certificate (with the full applicable B-BBEE elements). QSEs with at least 51% or 100% black shareholding and EMEs with an annual turnover of R3,0 million or more are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3,0 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In the case of a Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate will be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of the constituent entities of the JV/ Consortium in order to confirm the type of enterprise.

Points for Empowerment (Goals) points shall be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

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

The points scored by a Tenderer in respect of Price (SP) will be added to the points scored for the Empowerment (Goals) (Se). Only the Tenderer with the highest number of points may be selected.

C.3.13.1	<p>Tender offer will only be accepted if the Tenderer:</p> <ul style="list-style-type: none"> a) Is registered with the Construction Industry Development Board in an appropriate contractor grading designation, refer C.2.1 b) or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and c) has not abused the Employer's Supply Chain Management System d) is registered on CSD e) Has not failed to perform on any previous contract. f) Has a current Tax Clearance Certificate <p>Tender offers will only be accepted if the following are completed and original mandatory documents are supplied with the tender:</p> <p>MANDATORY REQUIREMENTS</p> <table border="1"> <thead> <tr> <th>#</th><th>DESCRIPTION</th></tr> </thead> <tbody> <tr> <td>1</td><td>Completed and signed Invitation to Bid (SBD 1). In case of a Joint Venture/Consortium the information of all entities (Members of the JV/Consortiums) should be reflected on the SBD 1 Form.</td></tr> <tr> <td>2</td><td>Completed and signed Bidder's Disclosure (SBD 4). (in case of a Joint Venture/Consortium, a separate SBD 4 form in respect of each party to the JV must be completed and submitted.</td></tr> <tr> <td>3</td><td>Completed and Signed Attendance Register at the mandatory briefing meeting. The attendance register must be completed in the name of the entity that will tender. One person cannot represent more than one company.</td></tr> <tr> <td>4</td><td>Bidders must be registered with the Construction Industry Development Board (CIDB) and must submit proof of an active CIDB grading of 7GB or higher. Emerging contractors with CIDB grading designation of 6GB PE are not eligible to make submission and will not be considered.</td></tr> <tr> <td>5</td><td>A Signed letter of intent to enter into a Joint Venture/Consortium. To be signed by all parties to the Joint Venture/ Consortium (Where applicable)</td></tr> <tr> <td>6</td><td>Completed and Signed Certificate of Authority of Signatory to be signed by all bidders. In case of a Joint Venture/ Consortium, the Authority of Lead Partner to sign JV/Consortium documents must ALSO be provided and signed by all parties in the JV. Proof of authority to sign may be submitted in the form of company resolution.</td></tr> <tr> <td>7</td><td>Signed Attendance Register at the mandatory briefing meeting. It must be completed in the name of the entity that will tender. One person</td></tr> </tbody> </table>	#	DESCRIPTION	1	Completed and signed Invitation to Bid (SBD 1) . In case of a Joint Venture/Consortium the information of all entities (Members of the JV/Consortiums) should be reflected on the SBD 1 Form.	2	Completed and signed Bidder's Disclosure (SBD 4) . (in case of a Joint Venture/Consortium, a separate SBD 4 form in respect of each party to the JV must be completed and submitted.	3	Completed and Signed Attendance Register at the mandatory briefing meeting. The attendance register must be completed in the name of the entity that will tender. One person cannot represent more than one company.	4	Bidders must be registered with the Construction Industry Development Board (CIDB) and must submit proof of an active CIDB grading of 7GB or higher. Emerging contractors with CIDB grading designation of 6GB PE are not eligible to make submission and will not be considered.	5	A Signed letter of intent to enter into a Joint Venture/Consortium. To be signed by all parties to the Joint Venture/ Consortium (Where applicable)	6	Completed and Signed Certificate of Authority of Signatory to be signed by all bidders. In case of a Joint Venture/ Consortium, the Authority of Lead Partner to sign JV/Consortium documents must ALSO be provided and signed by all parties in the JV. Proof of authority to sign may be submitted in the form of company resolution.	7	Signed Attendance Register at the mandatory briefing meeting. It must be completed in the name of the entity that will tender. One person
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			cannot represent more than one company
	8		<p>Demonstrated experience (past performance) in comparable projects (e.g., Construction of building facility). This criterion covers the experience and knowledge that the bidder has with working on other construction projects that are comparable in terms of complexity, size, value and construction durations.</p> <p>Bidders are to provide details on one construction projects with the minimum value of R9 million that have been completed in the past 5 years.</p> <p>Bidders MUST provide appointments letters, completion certificates and performance reports (<u>all three documents must be submitted</u>) from the previous employer or consultants that they have worked with. Details of contactable reference for a minimum of 1 (one) project listed are to be included.</p>
	9		<p>An original fully completed, priced and handwritten Bill of Quantities (including Mechanical, Electrical BoQ & SHE BoQ (where applicable), must be filled in clearly legible with permanent black ink.</p> <p>In cases where the P&G's is not priced the bidder must explicitly indicate as such. Failure to provide the total amount for P&G's or to state if the amount is covered elsewhere will result in immediate disqualification. The bidder must expressly state "included or elsewhere covered" for the line items that are considered to be covered elsewhere in measured works items. Non- compliance will lead to immediate disqualification.</p> <p>Copies of the priced BoQ, alternatively scanned copies of priced Bills of Quantities are not acceptable and may result in disqualification</p>
	10		Fully completed and Signed Form of Offer.

Additional requirements

ITEM	DESCRIPTION
1	<p>Proposed methodology covering and demonstrating coherence of the:</p> <ul style="list-style-type: none"> (i) Work organization programme, (ii) Resource plan, and <p>Methodology for executing the works.</p>
2	<p>Supporting documents on project's imperative:</p> <ul style="list-style-type: none"> (i) Plans for promoting and managing safety, health and environmental issues during execution of the project; (ii) Plans for monitoring and applying quality assurance principles in the execution of the project; (iii) Plans for addressing socio-economic issues with specifics on numbers to be achieved, which include: <ul style="list-style-type: none"> i. Maximisation of job opportunities (labour histograms), ii. Use of local material /local suppliers, <p>Training of labour (non-accredited and accredited training).</p>
3	<p>As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level.</p> <p>EMEs with a turnover of less than R 3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. The consortia/Joint Venture must submit a consolidated B-BBEE Certificate as well as individual B-BBEE Certificates/affidavits of their own entities to confirm the type of enterprise.</p>
4	<p>Completed and signed Form SBD 6.1 preference points claim form in terms of the Preferential Procurement Regulations, 2022.</p>
5	<p>Bidders must complete and sign the POPI Act Consent form. In the case of a JV / Consortium, a separate form in respect of each party to the JV must be completed.</p>
6	<p>Community Liaison Officer</p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p>

7	Access/Ownership (availability) of plant and equipment. In case of hiring key plant, letter confirming the willingness of the hirer to hire equipment to the Bidder.
8	Proof of available capital for the execution of this project in the form of confirmed credit line with banking institution and letters of confirmation of supplier credit.
9	Bidders MUST provide company profiles.

T1.3 FUNCTIONALITY SCORING SCHEDULE

Functionality assessment

FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
	DESCRIPTION	MAX POINTS	
<p>ADEQUACY OF PROPOSED WORK PLAN:</p> <p>Demonstrate competency in providing a construction methodology for the proposed approach to the implementation of the project. The proposed Methodology must be project-specific and comprehensive.</p>		20	<p>Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major resource utilised (personal, plant & equipment), critical path milestones demonstrating that the project can be delivered within stated period - detailed scheduled with key activities – listing all construction activities; include sub-contracted works; include procurement activities; and indicate ordering of long lead items with the methodology to execute the works</p> <p>The following MUST be included in the methodology documentation:</p> <ul style="list-style-type: none"> (1) Project Specific Construction Approach (2) Project Specific Risk Management Plan (3) Project Specific Environmental Management Plan (4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan (6) Project Specific Programme/ Milestone schedule
<p>Quality Control System and Procedures: which ensure compliance with the standards and specifications required for delivery of the project</p>		15	<p>Bidders must provide documentation indicating the availability of a quality management system or quality management plan that will be utilized for this project. Bidders must demonstrate that the system is functional and is being utilized by the Bidder and that on this project, it will adequately fulfill the required assurance standards. Details of the certification or accreditation (and maintenance) of the quality control and assurance system is to be provided by the bidders.</p>

FUNCTIONAL CRITERIA	SUB-CRITERIA		REQUIREMENTS FROM BIDDERS
	DESCRIPTION	MAX POINTS	
Locally based service providers from the targeted areas as follows		15	The bidders must submit proof of office establishment as evidence to demonstrate locality. This should be a Lease Agreement / Municipal Bill / Title Deed (in the name of the bidding entity). <u>Printed CSD, statement of account and CIPC Registration document will not be considered as a proof of locality.</u>
Sub-contracting with QSEs/ EMES within the targeted areas		15	The bidders are to provide Form K2 – completed and signed – indicating their commitment to the Contract Participation Goal (in %) and rand-values for sub-contracting to EMEs/ QSEs.
Qualifications, competency	Contracts Manager	5	The bidders are to provide information that covers the level of qualifications, and competency (Specific to the Contracts Manager, Site Agent). Please provide copies of qualifications. If no copies of qualifications are supplied, no score will be allocated. NQF 6: National Diploma and Advanced Certificate NQF 7: Bachelor's Degree, Advanced Diplomas, Post Graduate Certificates and Bachelor's of Technology NQF 8: Honour's Degree, Post Graduate Diploma and Professional Qualifications NQF 9: Master's Degree NQF 10: Doctor's Degree
	Site Agent	5	
Experience of the key staff personal that will be available to manage the execution of the project.	Contracts Manager	10	The bidders are to provide information that covers the level of experience and the positions held of the key staff /personnel (Specific to the Contracts Manager, Site Agent, Foremen) Please provide copies of CV's. CVs to make specific reference to relevant experience and construction elements, repairs and renovations.
	Site Agent	5	
	Foremen (Built Environment)	10	

Table:6 – Indicators for the scoring of functionality criteria

#	FUNCTIONALITY CRITERIA	NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
			POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
1.0	Demonstrate Competency in providing a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be project-specific and comprehensive.	Failed to provide information	<p>Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be project-specific and comprehensive.</p> <p>The Bidder ONLY included TWO of the following</p> <p>(1) Project Specific Construction Approach (2) Project Specific Risk Management Plan</p>	<p>Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be project-specific and comprehensive.</p> <p>The Bidder ONLY included THREE of the following</p> <p>(1) Project Specific Construction Approach</p>	<p>Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be project-specific and comprehensive.</p> <p>The Bidder ONLY included FOUR of the following</p> <p>(1) Project Specific Construction Approach</p>	<p>Bidders must provide a Construction Methodology for the proposed approach in the implementation of the project. The proposed Methodology must be project-specific and comprehensive.</p> <p>The Bidder included ALL of the following</p> <p>(1) Project Specific Construction Approach (2) Project Specific Risk Management Plan</p>

#	FUNCTIONALITY CRITERIA		EVALUATION INDICATORS			
		NO RESPONSE (SCORE 0 points)	POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
			(3) Project Specific Environmental Management Plan (4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan (6) Project Specific Programme/ Milestone schedule	(2) Project Specific Risk Management Plan (3) Project Specific Environmental Management Plan (4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan (6) Project Specific Programme/ Milestone schedule	(2) Project Specific Risk Management Plan (3) Project Specific Environmental Management Plan (4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan (6) Project Specific Programme/ Milestone schedule	(3) Project Specific Environmental Management Plan (4) Project Specific Organogram (5) Project-Specific Safety and Security Management Plan (6) Project Specific Programme/ Milestone schedule
2.0	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project	Failed to provide information.	Documented Quality Management System is available, utilized and not audited	Documented Quality Management System is available, utilized and audited internally.	Documented system / Quality Management Plan is available and proof to be supplied	Accredited Quality Management System, i.e. ISO9001 with

#	FUNCTIONALITY CRITERIA		EVALUATION INDICATORS			
		NO RESPONSE (SCORE 0 points)	POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
				Proof of the audit is required.	that the system is audited internally & externally, and quality control plan is specific to this project.	proof of accreditation provided in the bid.
3.0	<p>The bidders must submit proof of office establishment as evidence to demonstrate locality. This should be a Lease Agreement / Municipal Bill / Title Deed (in the name of the bidding entity).</p> <p><u>Printed CSD, statement of account and CIPC Registration document will not be considered as a proof of locality.</u></p>	Failed to provide information.	Outside of the Eastern Cape Province	The bidder is based within the Eastern Cape Province	The bidder is based within the Chris Hani District Municipality	The bidder is based in the Sakhisizwe local municipality.

#	FUNCTIONALITY CRITERIA		NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
				POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
4.0	Commitment to sub-contracting with QSEs/ EMEs within the targeted area.		Not committing to sub-contracting QSEs/ EMEs	Commitment to subcontracting less than 35% to QSEs/ EMEs in the targeted areas	Commitment to subcontracting 35% or more but less than 36% to QSEs/ EMEs in the targeted areas	Commitment to subcontracting 36% or more but less than 37 % to QSEs/ EMEs in the targeted areas	Commitment to subcontracting 37% or more but less than 38% to QSEs/ EMEs in the targeted areas.
5.0	Qualifications of the key staff/personnel who will be available to manage the execution of the project. Note that these scores will be applied to each required individual	Contracts Manager	Failed to provide information	Artisan/trade certificate/ accredited certificates in the built environment.	An NQF level 7 Qualification in the built environment.	An NQF level 8 Qualification in the built environment.	An NQF level 9 or higher, Qualification in the built environment. Or registration with SACPCMP as a Professional Construction Manager. (PrCM)

#	FUNCTIONALITY CRITERIA		NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
				POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
	before the application of the weighting factor.	Site Agent		Short Courses in relevant field Informal and non-accredited technical training (short course attendance certificates) in the built environment.	Artisan / trade certificate/ accredited certificates in the built environment.	An NQF level 6 Qualification in the built environment.	An NQF level 7 or Higher, Qualification in the built environment
6.0	Experience of the key staff personnel that will be available to manage the execution of the project – (Averaged score for the Contracts Manager, Site Agent, Foremen)	Contracts Manager	Failed to provide information	A CV indicating the number of Years of Work Experience specifically Contracts Management Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (0-3 years)	A CV indicating the number of Years of Work Experience specifically Contracts Management Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (>3-6 years).	A CV indicating the number of Years of Work Experience specifically Contracts Management Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (>6-10 years).	A CV indicating the number of Years of Work Experience specifically Contracts Management Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (>10 years).

#	FUNCTIONALITY CRITERIA		NO RESPONSE (SCORE 0 points)	EVALUATION INDICATORS			
				POOR (25%)	SATISFACTORY (50%)	GOOD (75%)	VERY GOOD (100%)
		Site Agent		A CV indicating the number of Years of Work Experience specifically Site Agent Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (0-1 years)	A CV indicating the number of Years of Work Experience specifically Site Agent Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (>1-3 years)	A CV indicating the number of Years of Work Experience specifically Site Agent Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (>3-4 years)	A CV indicating the number of Years of Work Experience specifically Site Agent Role, in a project of similar nature and value Experience. Work Experience in other roles will be excluded) (>4-5 years)
		Foremen (Built Environment)		A CV indicating the number of Years of Work Experience specifically Building Forman Role, in a project of similar nature and value	A CV indicating the number of Years of Work Experience specifically Building Forman Role, in a project of similar nature and value	A CV indicating the number of Years of Work Experience specifically Building Forman Role, in a project of similar nature and value	A CV indicating the number of Years of Work Experience specifically Building Forman Role, in a project of similar nature and value

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				Experience. Work Experience in other roles will be excluded) (0-1 years)	Experience. Work Experience in other roles will be excluded) (>1-3) years)	Experience. Work Experience in other roles will be excluded) (>3-5 years)	Experience. Work Experience in other roles will be excluded) (>5- years)

Note - Failure of bidders to reach a minimum score of 60 Points the bidder will not be considered for further evaluation.

ELIMINATION CRITERIA

The Qualitative / Risk Assessment will be conducted on the responsive Tenderers who passed the quantitative assessment. The main aim of this assessment is to undertake a risk analysis to ascertain that there are no adverse risks in making an award to a particular Tenderer.

The following criteria constitute “objective criteria” in terms of 2(f) of the Preferential Procurement Policy Framework Act, Act 5 of 2000, and will be used to pass over a Tenderer for consideration for award of a contract:

- **Listing on the National Treasury Register of Tender Defaulters and/ or the National Treasury Register of Restricted Tenderers:**

Where a Tenderer, or a director/ member of the Tenderer appears on either one of the National Treasury Registers, the Tenderer will be passed over.

- **Listing on CDCs “Orange List”:**

Where a Tenderer has failed to perform on a previous CDC Contract and has been listed on CDCs’ “Orange List”, the Tenderer will be passed over.

- **Previous Contract terminated by an Organ of State in the last 5 years:**

Where a Tenderer has had a contract terminated by an organ of state in the last five years on account of failure to perform or non- compliance with the contract, the Tenderer will be passed over.

- **Conviction for Fraud or Corruption:**

Where a Tenderer or director/ member of the Tenderer has been convicted by a court of law for fraud and/ or corruption, the Tenderer will be passed over.

- **Inability to prove working capital:**

Where a tenderer’s Annual Financial Statements do not show the ability to provide the working capital necessary for the project and/ or the tenderer is insolvent, technically or otherwise.

T1.4 STANDARD CONDITIONS OF TENDER

As published in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is

considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

PART C3: SCOPE OF WORKS

C3.1 DESCRIPTION OF WORKS

The project deliverables are as follows:

- (a) Maintenance and upgrading of existing magistrates building.
- (b) New public ablution building.
- (c) New security and SOS building.
- (d) New magistrate offices.
- (e) Upgrading of existing public ablutions to holding cells.
- (f) Upgrade of existing staff ablution building.
- (g) Upgrade of existing store to House Main DB and generator fuel store.
- (h) Electrical installation
- (i) Mechanical installation
- (j) Standby Generator
- (k) Access Control, Intercom and CCTV
- (l) IT, ICT and Data Installation

CONTRACT PERIOD

The contract period shall be twenty-four **(24)** months from date of handover of site.

C3.2 Drawings

C3.3 HEALTH AND SAFETY & ENVIRONMENTAL SPECIFICATION



SPECIFICATION:
**HEALTH AND SAFETY SPECIFICATION FOR
THE CONSTRUCTION OF ELLIOT
MAGISTRATE COURT:
PLANNED MAINTENANCE, REPAIR AND
REFURBISHMENT OF THE ENTIRE FACILITY
AND CAPITAL WORKS TO INCLUDE
CONSTRUCTION OF ADDITIONAL
ACCOMMODATION
CDC/163/25**

Specification N^o
CDC-SBU-SPC-028-25

CLASSIFICATION: PUBLIC

29 April 2025



DOCUMENT INFORMATION SHEET

Title of Document : *Project Health and Safety Specification*
Type of Document : *Occupational Health and Safety Site Specification
for the Construction of Elliot Magistrate Court*
Document Number : *CDC-SBU-SPC-028-25*
Prepared by : *Ngoni Gombami*
Typed by : *Ngoni Gombami*
Business Unit : *Sustainability Business Unit (SBU)*
Prepared for : *Bidders*
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DOCUMENT CONTROL SHEET

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

PROJECT NAME : *CONSTRUCTION OF ELLIOT MAGISTRATES COURT*
DOCUMENT TITLE : *PROJECT HEALTH AND SAFETY SPECIFICATION*
DOCUMENT No. : *CDC-SBU-SPC-028-25*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 29 April 2025	Name: Ngoni Gombami	Name: Siseko Gwavu	Name: Ngoni Gombami
	Signature: 	Signature: 	Signature: 

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

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Occupational H&S Specification

Historically, the Building or Construction Industry has had poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act and Regulations (OHS Act), Act (85 1993) and relevant applicable Legislations has resulted in severe consequences for Health, Safety and Environmental performance. The Coega Development Corporation (CDC) is determined that the highest health and safety standards are implemented and full commitment from all parties to achieving best practices recognised internationally.

To achieve this goal the CDC has prepared and published a Project-Specific Occupational Health and Safety Specification (OHSS-P) for the construction of **Elliot Magistrate Court**. The OHSS-P sets out guidelines and minimum levels of awareness and guidance for health and safety requirements for the specific project. Contractual responsibility for adhering to these requirements rests with the Principal Contractor. All employees are encouraged to be pro-active in compliance. The CDC is committed in ensuring the highest health and safety standards for all work undertaken on construction sites.

1.2 Purpose of Health and safety specification

The purpose of the OHSS-P is to assist the Principal Contractor in achieving compliance with the OHS Act, Construction Regulations of 2014 and all relevant regulations and Standards revolving the Contractor's scope of works and to reduce injuries in the work environment. The OHSS-P is a performance measurement to ensure all stake holders such as the Client, Consultants, Principal Contractors and Contractors achieve an acceptable level of OHS performance. This health and safety specification should be included in all tender documents for construction works and/or be provided the successful bidder and this will assist Principal Contractor with guidelines as to what the Client requires during construction.

Therefore, the Principal Contractor is at all times required to and will remain responsible to address all requirements of the OHS Act, Construction Regulations 2014 and all relevant Regulations and Standards in the project health and safety plan and implementation thereof. The OHSS-P is a performance specification to ensure that the CDC and any bodies that enter into formal agreements with the CDC such as Consultants,

Principal Contractors (PC) and Contractors accountable to PC achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS-P such as hazard identification and risk assessment action plan or any other form of communication from the CDC shall be construed as an acceptance by the CDC of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the CDC/Client which may result from the Principal Contractor failing to comply with the OHSS-P unless the CDC has issued an instruction to any requirement, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

1.3 Implementation of the Occupational Health and Safety Specification Programmes (OHSS-P)

This OHSS-P forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their Contracts with Contractors accountable to PC and Suppliers. It will be disseminated by the CDC persons responsible for the design of the construction works, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors. The prospective Principal Contractors shall incorporate the requirements of the OHSS-P in their submission of tenders to the CDC.

The Principal Contractor shall sign a CDC acknowledgement in **Annexure A** that he / she has read or familiarised him / herself with the content of the OHSS-P and he /she shall comply with all his / her obligations in respect thereof. The successful Principal Contractor will be required to compile Safety Health and Environmental Plan and File based on the requirements of the OHS Act and prepared Specifications, which will need to be approved by the appointed Construction Health and Safety Agent (CHSA) prior commencement with construction work.

2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

In terms of Construction Regulation 5(1)(b) of the OHS Act, the Client is required to compile an occupational health and safety specification for any intended project and provide such specification to prospective Tenderers/Bidders. This objective of this specification has is to ensure that the PC entering a contract with the Client achieves and maintain an acceptable level of occupational health and safety performance and compliance. The PC's occupational health and safety management will be evaluated against this specification. Over and above this specification the principal contractor will be expected to comply with all legal requirements that govern occupational health and safety in the workplace. The Client through its CHSA might impose additional requirements based on professional judgement and the particular risk profile of the project. This document forms an integral part of the contract between the Client and the principal contractor, and the principal contractor and other contractors should make it part of any contract/s that they may have with other contractors and/or suppliers as far as this project is concerned. It is therefore imperative that the principal contractor makes an allowance for compliance with this document in their Tender.

3. SCOPE

To develop a project specific occupational health and safety specification that addresses the reasonable and foreseeable risks, exposures and aspects of occupational health and safety as affected by the abovementioned contract work. The specification will provide the requirements that the principal contractor and other contractors to comply with in order to reduce the risks associated with the abovementioned contract work and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

Any Contractor interested in submitting a Tender in response to the Client's formal tender for any construction project, has to prepare and include an occupational health and safety plan based on this specification and the OHS Act upon award. The Client/CHSA will evaluate this to ensure compliance with Construction Regulation 5 that stipulates that the Client may only appoint a contractor who has the necessary competencies and resources to carry of the work appointed for safely.

3.1 Scope of Construction Work

Coega Development Corporation (CDC has allocated funds for construction of Elliot Magistrate Court). The proposed works shall include project deliverables are as follows:

- Maintenance and upgrading of existing magistrates building.
- New public ablution building.
- New security and SOS building.
- New magistrate offices.
- Upgrading of existing public ablutions to holding cells.
- Upgrade of existing staff ablution building.
- Upgrade of existing store to House Main DB and generator fuel store.
- Electrical installation
- Mechanical installation
- Standby Generator
- Access Control, Intercom and CCTV
- IT, ICT and Data Installation

4. GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

4.1 Hazard identification and risk assessment (Construction Regulation 9)

4.1.1 Risk assessments

The specification contains a list of risk assessment headings that have been identified by the Client as possibly applicable to the abovementioned contract work. It is, by no means, exhaustive and is only offered as assistance to the contractors intending to tender for the applicable works. It therefore remains the overall responsibility of the principal contractor to consider all applicable risks and pro- actively undertake risk assessments and implement appropriate risk mitigation measures.

4.1.2 Development of risk assessments

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, ensure that risk assessments are undertaken by a competent person, appointed in writing, and the risk assessments shall form part of the occupational health and safety plan and be implemented and maintained as contemplated in Construction Regulation 9(1). The risk assessments shall include, at least:

- The identification of the current as well as emerging risks and hazards to which persons may be exposed to;
- The analysis and evaluation of the risks and hazards identified;
- A documented plan of safe working procedures (SWP) and any method statements to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the SWPs; and
- A plan to review the risk assessments as the work progresses and changes are introduced or incidents occurred which requires the re-evaluation of the processes/risk mitigation.

Based on the risk assessments, the principal contractor must develop a set of site-specific occupational health and safety rules that will be applied to regulate the occupational health and safety aspects of the construction. The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to the Client before mobilisation on site commences. Despite the risk assessments listed in Annexure 5, the principal contractor is required to conduct a baseline risk assessment and the aforesaid risk assessments must be incorporated into the baseline risk assessment. The baseline risk assessment must further include the SWPs and the applicable method statements based on the risk assessments. Hazard identification and risk assessments must be undertaken whilst SWPs must be developed for all out-of-scope work.

4.1.3 Review of risk assessments

The principal contractor is to review the hazards identified, the risk assessments and the SWPs at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. It is also proposed that should an incident occur the SWPs and all other applicable processes be re-evaluated to ensure that the mitigation measures are still applicable and appropriate and if not a revision of the risk assessments be undertaken. The principal contractor must provide the Client, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments as soon as possible .

4.2 Legal Requirements

All Contractors entering into a contract with the Client shall, as a minimum, comply with the -

- OHS Act and a current, up-to-date copy of the OHS Act and its Regulations must be available on site at all times; and
- Compensation for Occupational Injuries and Diseases Act (COIDA), Act (130 of 1993) as amended. The principal contractor will be required to submit a letter of registration and “good standing” from the Compensation Commissioner or approved compensation insurer before being awarded the contract. A current, up-to-date copy of the COID Act must always be available on site.

4.3 Structure and responsibilities

4.3.1 Assignment of Principal Contractor's Responsible Persons to Supervise Health and Safety on site

The Contractor shall submit the following supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work:

- CEO Assignee OHS Act Sec. 16(1)
- Full-time Construction Manager CR 8(1)

The Principal Contractor shall appoint in writing and submit Full-Time Construction Manager appointments prior to commencement of work. The construction manager has the duty of managing all the construction work and the duty of ensuring the H&S compliance full-time on a single site. The appointed construction manager may not manage any construction site other than the site in respect to which he/she has been appointed for. The Principal Contractor shall submit CV's of the responsible persons for approval by the CDC/CHSA prior the commencement of work on site. Proof of competency is to be included with all appointments, in the form of C.V. and Certificates.

Full -Time Construction Health and Safety Officer/Manager (CHSO/M), CR 8(5&6)

The Principal Contractor shall appoint a **Full-Time Competent CHSO/CHSM** registered with SACPCMP (who has 5 or more years working experience) to assist in the control of all health and safety related aspects on site. The appointed CHSO/M shall not be allocated to oversee more than 1 project at a time. Such appointed Safety Officer or Safety Manager shall be at all times available and be on site during execution of High-Risk Activities such as highlighted in the project programme & Risk Assessments.

Construction work supervisor CR 8(7)

Principal Contractor must appoint construction supervisors in writing responsible for construction activities and ensuring H&S compliance on a single construction site he/she is appointed for.

Risk Assessment Coordinator CR 9

Principal Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing.

4.3.2 Operational responsibilities for occupational health and safety

The principal contractor shall appoint designated competent employees and/or other competent persons as outlined in the following list to assist with the operational responsibilities for occupational health and safety. This list is only the minimum requirement and is therefore in no way exhaustive.

Appointment description	Appointment required in terms of
Construction manager	Construction Regulation 8(1)
Assistant construction manager	Construction Regulation 8(2)
Construction supervisor	Construction Regulation 8(7)
Assistant construction supervisor	Construction Regulation 8(8)
Construction health and safety officer	Construction Regulation 8(5)
Construction vehicle, mobile plant and machinery supervisor	Construction Regulation 23
Drivers of construction vehicles and operators of plant	Construction Regulation 23
Electrical installation and appliances inspector	Construction Regulation 24
Emergency, security and fire coordinator	Construction Regulation 29
Excavation supervisor	Construction Regulation 13
Fall protection supervisor	Construction Regulation 10
First-aiders	General Safety Regulation 3
Firefighting equipment inspector	Construction Regulation 29
Hazardous chemical substances supervisor	Hazardous Chemicals Substances Regulations 10
Incident investigator	General Administrative Regulation 9
Ladder inspector	General Safety Regulation 13(a)
Lifting machines and equipment inspector	Construction Regulation 22
Occupational health and safety committee	OHS Act Section 19

Occupational health and safety representatives	OHS Act Section 17
Person responsible for machinery	General Machinery Regulation 2
Risk assessor	Construction Regulation 9(1)
Scaffolding supervisor	Construction Regulation 16
Stacking and storage supervisor	Construction Regulation 28
Traffic management supervisor	OHS Act Section 9(1)
Traffic safety officer	OHS Act Section 9(1)
Pressure equipment supervisor	Pressure Equipment Regulations
Welding supervisor & Stacking of Article	General Safety Regulation 8 & 9
Report to inspector	Sec 24

These appointments must be in writing and the responsibilities clearly stated together with the period for which each appointment is made. This information must be communicated to and agreed with the appointees. Copies of appointments must be submitted to the Client together with concise CV's of the appointees as part of the principal contractor's health and safety plan and if appointed copies of the appointments included in the occupational health and safety file. All appointments must be approved by the Client and any changes of appointees or appointments must be communicated to the Client and agreed upon before being implemented. The principal contractor must, furthermore, provide the Client with a **designated Stie Organogram** of all contractors that he/she has appointed or intends to appoint and keep this list updated on a weekly basis.

4.3.3 Construction Health and Safety Officer/Manager

This project requires the appointment a Full-Time Competent Construction Health & Safety Officer/Manager registered with SACPCMP (who has 5 or more years working experience) to assist in the control of all health and safety related aspects on site as per [CR 8(5&6)]. This appointee should be duly registered and in good standing with a statutory body approved by the Chief Inspector as is required by Construction Regulation 8(6). No candidate registration will be accepted.

The South African Council for Project and Construction Management Professions (SACPCMP) is currently the statutory body responsible for the professional registration of construction health and safety officers and a copy of the appointee's SACPCMP's registration certificate should be submitted as part of the principal contractor's health and safety plan and also be readily available in the health and safety file to be kept and maintained on site. The SHE File holding all documentation and records on health and safety for the project, which shall be available at all times for evaluation, and a copy of which will be forwarded to the client upon completion of the project. As required by the Construction Regulations 2014, the Principal Contractor and other Contractors will each keep a SHE File on site containing the following minimum documentation:

1. Appointment Letter (Tender award letter) by COEGA (CDC)
2. Scope of work
2. Contract for the project
3. Appointment letter: CR 5 (1)k
4. SHE Specifications – COEGA (CDC)
5. Baseline Risk Assessment – COEGA (CDC)
6. Site Specific Emergency Procedure
7. Safety, Health and Environmental Plan
8. SHE Policies
9. Drug, Alcohol and Substance Abuse Policy
10. HIV/AIDS Policies
11. Traffic Management Plan
12. Section 37(2) Agreement
13. Letter of Good Standing
14. Approved Construction Work Permit
15. PC Site Specific Risk Assessments
16. Site Organogram, CVs, Qualifications, Certificates, Legal appointments
17. Equipment and registers and Checklist
18. Medical fitness certificates
19. Records of training/competencies
20. Specific safe work procedures
21. Fall protection plan
22. Site Specific Incident Management Procedures
23. Material Safety Data Sheets

24. Toolbox talks
25. Register of toolbox talks
26. Permit/Licence/Authorization
27. Way leaves
28. Proof of registration for Hazardous waste
29. Copy of OHSA, COIDA, BCEA, EEA etc
30. Method Statements
31. Safe Working Procedures
32. Records of plant/equipment/article/substance

4.3.4 Designation of occupational health and safety representatives (Section 17 of the OHS Act)

Where the principal contractor employs more than 20 persons [including the employees of other contractors and its supervisors] he has to appoint one occupational health and safety representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the election, appointment and subsequent designation of the occupational health and safety representatives be executed in consultation with employee representatives or employees. (Section 17 of the OHS Act as well as General Administrative Regulation 6 and 7 refer). Occupational health and safety representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

4.3.5 Duties and functions of the occupational health and safety representatives (Section 18 of the OHS Act)

- The principal contractor must ensure that the designated occupational health and safety representatives conduct a weekly inspection of their respective areas of responsibility, using a checklist, and report thereon to the principal contractor.
- Occupational health and safety representatives must be included in accident and/or incident investigations.
- Occupational health and safety representatives must attend all occupational health and safety committee meetings.

4.3.6 Appointment of occupational health and safety committee (Section 19 of the OHS Act)

The principal contractor must establish an occupational health and safety committee consisting of all the designated occupational health and safety representatives together with several management representatives that are not allowed to exceed the number of occupational health and safety representatives on the committee and a representative of the Client who shall act as the chairperson without voting rights. The members of the occupational health and safety committee must be appointed in writing and copies of the appointments included in the occupational health and safety file. The occupational health and safety committee must meet as a minimum on a monthly basis and consider, at least, the following Agenda items:

1. Opening and welcome.
2. Members present, apologies and absent.
3. Minutes of previous meeting.
4. Matters arising from the previous meeting.
5. Occupational health and safety representatives' reports.
6. Incident and/or accident reports and investigations.
7. Incident, accident and/or injury statistics.
8. Other matters.
9. Endorsement of registers and other statutory documents by a duly authorised representative of the principal contractor.
10. Close and next meeting.
11. Recommendations to the Management"

4.4 Mandatories & Project Specific Requirements

It is a requirement that the principal contractor, when he appoints contractors or sub-contractors in terms of Construction Regulations 7(1)(c) includes an OHS Act Section 37(2) agreement (i.e. Agreement with Mandatary) in his agreement with such contractor. The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Safe Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Site Establishment
- Material usage
- Excavation & Trenching
- Offices
- Secure / safe storage for materials, plant and equipment
- Ablutions
- Sheltered eating area
- Vehicle access to the site
- Dealing with existing structures
- Location of existing structures
- Installation and Maintenance of temporary construction electrical supply
- Adjacent land uses / surrounding property exposures
- Boundary and access control
- Public liability exposures
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment

- Loading and offloading of trucks
- Manual and mechanical handling
- Lifting and lowering operations
- Working in elevated positions
- Surveying a Setting Out
- Traffic Management
- Clear & Grub
- Loading & Hauling
- Driving & Operation of Construction Vehicles and Mobile Plant
- Use and Storage of Flammable Liquids and other Hazardous Substances
- Reinforced steel fixing
- Concrete works
- Installation of inlet kerbs
- Removal of any illegal structures on the route of storm water pipes
- Traffic Accommodation

4.5 Administrative controls and the occupational health and safety file

4.5.1 The occupational health and safety file [Construction Regulation 7(1)(b)]

As required by Construction Regulation 7(1)(b), the principal contractor and other contractors will each keep an occupational health and safety file on site containing the following documents as a minimum:

- Copy of the construction work permit (for applicable projects) (Construction Regulation 3)
- Updated copies of the OHS Act and its Regulations as well as the COID Act (General Administrative Regulation 4.).
- Proof of registration and good standing with the Compensation Commissioner or a COID Insurer [Construction Regulation 5(1)(j)].
- Safety, Health and Environmental Plans agreed with the Client including the underpinning -risk assessment(s) and method statements [Construction regulation 7(1)].
- Copies of occupational health and safety committee meetings and other relevant minutes.
- Designs and/or drawings [Construction Regulation 7(1)(b)].

- A list of contractors (sub-contractors) including copies of the agreements between the parties, proof of good standing with the Compensation Commissioner or COID Insurer, and the type of work to be undertaken by each contractor (Construction Regulation 7).
- Appointment and designation forms as per paragraphs 4.3.1 and 4.3.2 above.
- Copy of the CHSO/M's SACPCMP registration certificate.
- The following registers:
 - Accident and/or incident register (Annexure 1 of the General Administrative Regulations);
 - Occupational health and safety representative's inspection register;
 - Construction vehicles and mobile plant inspections by controller;
 - Daily inspections of vehicles, plant and other equipment by the operator, driver and/or user;
 - Designer's inspections and structures record;
 - Inspection and maintenance of explosive actuated fastening devices;
 - Inspection of electrical installations (including inspection of portable electrical tools, electrical equipment and other electrical appliances);
 - Fall protection inspections;
 - First-aid box content;
 - Record of first-aid treatment;
 - Fire equipment inspections and maintenance;
 - Record of hazardous chemical substances kept and used on site;
 - Ladder inspections;
 - Machine safety inspections (including machine guards, lock-outs etcetera);
 - Inspection registers and logbooks for lifting machines and – tackle (including daily inspections by drivers/operators);
 - Inspections of scaffolding;
 - Inspections of stacking and storage;
 - Inspections of structures;
 - Pressure equipment inspections; and
 - Inspections of welding equipment.
- All other applicable records.

The Client will conduct and evaluation of the principal contractor's occupational health and safety file from time to time.

4.6 Occupational health and safety goals and objectives and arrangements for monitoring and review of occupational health and safety performance

4.7 Application For Construction Work Permit (Construction Regulation 3)

According to the Department of Employment and Labour (Government Notice, July 2018), A Client who intend to have construction work carried out, must at least 30 days before that work is carried out apply to the Provincial Director in writing for a construction work permit to perform construction work, if intended construction work starts on or after the 7th of August 2018, and:

- Exceeds 365 days and with involves more than 3600-person days of construction work; or
- The tender value is level 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading.
- A contract is equal to or exceeding R60 million or is equivalent to the Construction Industry Development Board (CIDB), grading level 7. This condition is dependent on the Construction Industry Development Board (CIDB), grading, which are as follows at the time of publication:
 - Grade 7 = R 60 000 000.00
 - Grade 8 = R 130 000 000.00

4.8 Medical certificates of fitness (Construction Regulation 7)

As required by Construction Regulation 7(1)(g), the principal contractor must ensure that all employees have a valid medical certificate of fitness specific to the construction work to be performed. These certificates must be issued by an occupational health practitioner in the form of Annexure 3 (i.e. Annexure 3 in the Construction Regulations).

The Bill of Quantities (BoQ) provided to the PC needs to take into account the requirements that have been identified in the BRA and the OHSSS. Contractors need to be able to price and assess the suitability of the items and pricing thereof. A typical example of a SHE BoQ that would be adapted is included as Annexure B. The BoQ is not exhaustive and is dependent much on the amended BRA as approved by the Employer or his Principal agent. Should risk factors change, amendments will need to be made to the BoQ. The normal requirements of pre-placement, periodic and exit medicals will remain, with the Occupational health service providing a methodology

4.9 Training, awareness and competence

The contents and syllabi of all training required by the OHS Act and Regulations must be included in the principal contractor's occupational health and safety plan. Training plan must also be provided on the identified gaps.

4.9.1 General induction training

All members of the contractor's site management as well as all the persons appointed as responsible for occupational health and safety in terms of the Construction and other Regulations will be required to attend a general induction session. All visitors, all employees of principal and other contractors must be in possession of proof of general induction training and kept in HS file. All subsequent and newly appointed employees must also be subjected to the induction training as soon as possible after the appointment but prior to starting work on site.

4.9.2 Site-specific induction training

The principal contractor will be required to develop a contract work project specific induction training course based on the risk assessments for the contract work and train all employees and other contractors and their employees in this. All employees of the principal and other contractors must be in possession of proof that they have attended a site-specific occupational health and safety induction training at all times.

4.9.3 Other training

- All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and where applicable licenses or proof of competency.
- All employees in jobs requiring training in terms of the OHS Act and Regulations must be in possession of valid proof of training.
- Occupational health and safety training requirements [as required by the Construction Regulations and as indicated by the occupational health and safety specification and the risk assessment(s)] i.e.
 - - General induction (Section 8 of the OHS Act);

- Site and job specific induction, including visitors (Sections 8 and 9 of the OHS Act);
- Site and project manager;
- Construction supervisor;
- Occupational health and safety representatives [Section 18 (3) of the OHS Act];
- Training of the appointees indicated in paragraphs 4.3.1 and 4.3.2;
- Operators and drivers of construction vehicles and mobile plant (CR 23);
- Basic fire prevention and protection (Environmental Regulations 9 and CR 29);
- Basic first-aid (General Safety Regulations 3);
- Storekeeping methods and safe stacking (CR 28); and
- Emergency, security and fire coordinator.

4.9.4 Awareness and promotion

The principal contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees as well as sub-contractors. The following are some of the methods that may be used:

- Toolbox talks
- Posters
- Videos
- Competitions
- Suggestion schemes
- Participative activities such as employee “occupational health and safety circles”.

4.9.5 Notices and signs

The following notices and signs are, where applicable, compulsory on the construction site as well as the contractors' yards:

Area and/or activity where notice or sign is required	Notice or sign required in terms of
Display of notices and signs	General Safety Regulation 2B and SABS Code 1186
Entry	General Safety Regulation 2C (2)
First-aid	General Safety Regulation 3(6)
Toilets and change rooms	Facilities Regulation 2 (5) 4(2)(f)
Storage of flammable materials	General Safety Regulation 4(8)(a)(i) and (ii) [10(e) only applicable to contractor's yards]
Grinding wheels	Driven Machinery Regulation 8(1)(7)
Machinery	General Machinery Regulation 9 (Schedule D)
Explosive actuated fastening devices	Construction Regulation 21(2)(f)
Prohibition on smoking and eating or drinking at the workplaces where high risk substances [FR5 (1)] are stored or handled	Facilities Regulation 6(b)
Non-potable water	Facilities Regulation 7(B)
Construction Works Permit	Construction Regulation 3(4)

4.9.6 Penalties

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs OHS Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation. In cases of any repetitive non-conformances, the non-conforming party shall be penalised as per the table below. The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of basic PPE supplied (e.g. Overalls, Safety Shoes, Hardhats) per person	Toilets not supplied or regularly serviced; lack of drinking water	Principal Contractors working without OHS Plan approval
Non completion of registers for plant and equipment on site	Principal Contractors not audited	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS Method Statements / SWP / HIRA	Invalid/expired Letters of Good Standing with licensed Compensation Insurer
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous audit and not addressed within the agreed time frame	Allow people to work at heights without proper training and PPE
	No internal monthly Audit Report on file.	Fall Arrest Harness not tied off / worn when a risk of falling exists

	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Unsafe work at heights	3 rd Offence on Unsafe Work at Heights
	Poor Housekeeping	Failure to submit consolidated H&S report and relevant document.

All penalties shall be communicated to the Principal Contractor and the relevant Professional Team Members monthly. The Principal Contractor will be expected to confirm receipt of such penalty/penalties. The total deductible amount as per penalties issued shall be tabled in the Monthly Progress Meeting for noting purposes. All monthly penalties shall be deducted from the Certified Certificates submitted by the Principal Contractor.

4.10 Consultation, communication and liaison

4.10.1 Occupational health and safety liaison between the Client, the principal contractor, the other contractors, the designer and other concerned parties will be through the occupational health and safety committee. In the absence of a health and safety committee, the Client and principal contractor will agree on an alternative communication forum to be implemented.

4.10.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally followed up in writing immediately or in writing, as and when the need arises.

4.10.3 Consultation with the workforce on occupational health and safety matters will be through their supervisors, occupational health and safety representatives, the occupational health and safety committee and their elected trade union representatives, if any.

4.10.4 The principal contractor will be responsible for the dissemination of all relevant occupational health and safety information to the other contractors, for example design changes agreed with the Client and the designer, instructions by the Client and/or his Agent, exchange of information between contractors, the reporting of hazardous and/or dangerous conditions and/or situations etcetera.

4.10.5 The principal contractor will be required to do site safety walks with the Client and/or his Agent on a basis to be determined and agreed between the parties.

4.10.6 The PC and other contractors will be required to conduct toolbox talks with their employees on at least a weekly basis and records of these including the topics discussed must be kept on the occupational health and safety file. Employees must acknowledge the receipt of toolbox talks which record must, likewise, be kept on the occupational health and safety file.

4.10.7 The principal contractor's most senior manager on site will be required to attend all the Client's occupational health and safety meetings.

4.10.8 The Client or his Agent and the principal contractor will agree on the dates, times and venues of the occupational health and safety meetings.

4.11 Checking, reporting and corrective actions

4.11.1 Monthly compliance assessment by Client [Construction Regulation 5(1)(0)]

The Client will be conducting a periodic assessment to comply with Construction Regulation 5(1)(o) and to confirm that the principal contractor has implemented and is maintaining the agreed and approved occupational health and safety plan.

4.11.2 Other assessments and inspections by the Client

The Client reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary. This could include among others site safety walks.

4.11.3 Conducting an assessment

A representative of the principal contractor must accompany the Client on all assessments and inspections and may conduct his/her own inspection at the same time. Each party will, however, take responsibility for the results of his/her own assessment and/or inspection.

4.11.4 Contractor's assessments and inspections

The principal contractor is to conduct his own internal assessments or audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as the requirements of this specification and the compliance of other contractors under his/her control.

4.11.5 Inspections by occupational health and safety representatives and other appointees

Occupational health and safety representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments for example vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

4.11.6 Recording and review of inspection results

All the results of the abovementioned inspections must be in writing, reviewed at occupational health and safety committee meetings, endorsed by the chairperson of the meeting and placed on the occupational health and safety file.

4.11.7 Reporting of inspection results

The principal contractor is required to provide the Client with a monthly report .

4.12 Incident reporting and investigation

4.12.1 Reporting of accidents and incidents (Section 24 and General Administrative Regulation 8 of the OHS Act)

The principal contractor must report all incidents occurrence with immediate effect where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed or where -
- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

In the case of **reportable incident**, the PC must report to the Client/CHSA Immediately and must provide preliminary investigation report with 24 hours and to the Provincial Director of the Department of Employment and Labour within seven calendar days from date of incident (Section 24 of the OHS Act and General Administrative Regulation 8).

Where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both the Client and the Provincial Director of the Department of Employment and Labour immediately by telephone, telefax or e-mail and the place of scene must not be tempered until such time is granted to do so by the Client/CHSA. All other reports should still be completed and provided as required. The principal contractor is required to provide the Client/CHSA with the incident investigation report, copies of all statutory reports required in terms of the OHS Act within **seven calendar days** of the incident occurring.

The principal contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports, including the reports contemplated in 4.11.2 (3) and (4) below, within seven calendar days of the incident occurring.

4.12.2 Accident and incident investigation (General Administrative Regulation 9)

- The principal contractor is responsible for the investigation of all accidents including **near miss** and/or incidents where employees and non- employees were injured to the extent that he, she and/or they had to be referred for medical treatment by a doctor, hospital or clinic.
- All reportable incidents and accidents will be reported to the Client and CHSA immediately.
- The record results of the investigation to be entered into the accident and/or incident register.
- The principal contractor is responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1)(b) and (c) of the OHS Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents/incidents in future.
- The principal contractor is responsible for the investigation of all public road accidents, related to the construction activities, and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- The Client reserves the right to hold its own investigation into an incident or call for an independent external investigation.
- Add as the last bullet "All records relating to incident must be kept confidential in the SHE File and be made available to the Authorities and Interested Parties with an approval by the Client/CHSA

5. OPERATIONAL CONTROL

5.1 Emergency preparedness, contingency planning and response

5.1.1 The Contractor must appoint a competent person to act as emergency controller and/or coordinator.

5.1.2 The principal contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that the Client may have in place.

5.1.3 The principal contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

5.2 First-aid (General Safety Regulation 3)

5.2.1 The principal contractor must provide first-aid equipment and have qualified first-aider(s) on site as required by General Safety Regulation 3 of the OHS Act

5.2.2 The contingency plan of the principal contractor must include arrangements for the speedily and timeously transportation of injured and/or ill person(s) to a medical facility or getting emergency medical support to person(s) who may require it.

5.2.3 The principal contractor must have firm arrangements with his contractors in place regarding the responsibility of these contractor's first-aid arrangements as well as treatment of injured and/or ill employees.

5.3 Security

5.3.1 The principal contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, among others, include the rule that non- employees will not be allowed on site unaccompanied.

5.3.2 The principal contractor must develop a set of project applicable security rules and procedures and maintain these throughout the construction period.

5.4 Accommodation of traffic

- 5.4.1 Where construction work is undertaken in, next to or close to a public road, the use of appropriate as well as a sufficient number of road signs is of paramount importance to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/risks/vehicles.
- 5.4.2 The principal contractor shall ensure that appropriate as well as a sufficient number of road signs are posted to protect employees against traffic and to warn all road users of the presence of construction work as well as construction employees/vehicles. These signs shall be repeated and utilised, where appropriate, as actual construction work is approached.
- 5.4.3 The following signage is required as a minimum where construction work is undertaken in, next to or close to a public road:
- “Construction work ahead” sign at least 45 meters before the start of the construction work;
 - “Lane narrows” sign 30 meters before the start of the construction work;
 - “Keep right/left” sign 15 meters before the start of the construction work and again where the tapering begins; and
 - “Delineators and cones” every 5 meters for the entire stretch of construction work.
- 5.4.4 Where construction work includes excavations in or next to a public road, warning lights or visible boundary indicators should be provided after dark or when visibility is poor.
- 5.4.5 The maintenance of all signage and especially those that is suitable after dark should be duly managed.
- 5.4.6 Where appropriate duly trained flag persons should be deployed a good distance ahead of areas where traffic is deviated, or lanes closed off. These flag persons should be managed assertively to ensure that they add optimal value, and should they not do so they should be retrained and if necessary, replaced.

5.4.7 The community liaison officer (CLO) where appointed should also be sensitised on the optimal management of traffic and the risks involved and then be instructed to increase community awareness through talking to all stakeholders including the distribution of suitable information brochures.

5.5 Fall protection [Working in fall risk positions (Construction Regulation 10)]

5.5.1 A pre-emptive risk assessment will be required for any work to be carried out from a fall risk position and will be classified as “work in elevated positions”.

5.5.2 As far as is practicable, any person working in an elevated position will work from a stable platform, ladder or other device that is at least as safe as if he or she is working at ground level and whilst working in this position be wearing suitable fall arrest equipment to prevent the person falling from the platform, ladder or other device utilised.

This fall arrest equipment will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge. Alternatively, any surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in SANS 10085 code of practice for the design, erection, use and inspection of access scaffolding.

5.5.3 Where the requirement in paragraph 5.5.2 is not practicable, the person will be provided with a full body harness that will be worn and attached above the wearer’s head at all times and the lanyard must be fitted with a shock absorbing device or the person must be attached to a fall arrest system that is approved by the Client.

5.5.4 Where the requirements in paragraph 5.5.3 are not practicable, a suitable catch net, which must be able to sustain the weight of at least the average person working in the elevated position, must be erected.

5.5.5 Employees working in elevated positions must be trained to do this safely and without risk to their or other person’s health and safety.

5.5.6 Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.

5.5.7 Updated records confirming the physical and psychological fitness of employees working at elevated positions should be kept on the health and safety file at all times.

5.6 Access scaffolding (Construction Regulation 16)

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085 entitled, "The Design, Erection, Use and Inspection of Access Scaffolding". Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly and safely. Scaffolding must be erected, altered, maintained or dismantled by person(s) who has/have adequate training and experience in this type of work or under the continuous and direct supervision of such a person.

5.7 Lifting equipment (Construction Regulation 22)

Lifting equipment must be designed and constructed in accordance with the manufactures/designer's specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the Driven Machinery Regulation 18 of the OHS Act. The Driven Machinery Regulation requires that:

- Lifting equipment to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table of maximum loads should be used by the driver/operator;
- Each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit;
- Lifting equipment be fitted with a brake or other applicable device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted;
- Lifting equipment fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML;

- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes - 5 (five)
 - fibre ropes - 10 (ten)
 - Every hook or load attaching device must be designed as such or fitted with a device that will prevent the load from slipping off or disconnecting;
 - Every lifting machine must be inspected, and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;
 - All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
 - No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by an inspector of the Department of Employment and Labour.

5.8 Lifting tackle

The following requirements will apply to lifting tackle:

- Manufactured of sound material, well-constructed and free from latent defects;
- Clearly and conspicuously marked with an identity number;
- Maximum mass load factor of safety:
 - Natural fibre ropes – 10 (ten)
 - Man-made fibre ropes and woven webbing – 06 (six)
 - Steel wire ropes – single rope – 06 (six)
 - Steel wire ropes – combination slings – 08 (eight)
 - Mild Steel chains – 05 (five)
 - High tensile/alloy steel chains – 04 (four)

- Steel wire ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded in a designated log book.

5.9 Construction vehicle and mobile plant operators

The following requirements will apply to construction vehicle and mobile plant operators:

- Only certified and/or competent employees may be allowed to operate any construction vehicle and mobile plant.
- Every lifting machine operator must be trained specifically for the type of lifting machine that he or she is operating.
- Only employees duly authorised to do so may operate any construction vehicle and mobile plant.
- Only employees physically and psychologically fit, i.e. in possession of a medical certificate of fitness, may be allowed to operate any construction vehicle and mobile plant.

5.10 Construction vehicles and mobile plant (Construction Regulation 23)

Construction vehicles and mobile plant will initially during the competency evaluation process be inspected by the Client prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations. Construction vehicles and mobile plant must be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into same;

- Provided with roll-over protection;
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/logbook and any defects addressed as matter of urgency.
- Fitted with two head and two tail lights that is in good working condition whilst operating under poor visibility conditions; and
- Used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

No loose tools, material etcetera is allowed in the driver and/or operators compartment/cabin nor in the compartment in which any other persons are transported.

No person may ride on construction vehicles and mobile plant except for in a safe place designed and provided for this purpose.

The construction site must be organised to facilitate the movement of construction vehicles and mobile plant in such a manner that pedestrians and other vehicles are not endangered. Traffic routes to be suitable, sufficient in number and adequately demarcated.

Construction vehicles and mobile plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or adequate barricades to prevent moving traffic from a sudden emergency, or to come into contact with the parked construction vehicles and mobile plant.

In addition construction vehicles and mobile plant left unattended after hours must be parked with all buckets, booms etc. full lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.

All construction vehicles and mobile plant daily inspection records must be kept in the occupational health and safety file.

5.11 Electrical installations (Construction Regulation 24)

Any electrical work undertaken as part of the project, including the installation of temporary electricity for construction use shall be in accordance with Construction Regulation 24 and the Electrical Installation Regulations. The principal contractor must ensure that:

- Existing services are to be located and clearly marked before construction commences and during the progress thereof;
- Where the abovementioned is not possible, employees with jackhammers etc. will be protected against electric shock by the use of suitable protective equipment e.g. rubber mats, insulated handles etcetera.
- Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;
- Temporary electrical installations must be inspected at least once per week by a competent person and a record of the inspections kept on the occupational health and safety file;
- Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept on the occupational health and safety file; and
- A competent person appointed in writing must control all temporary electrical installations.

5.12 Electrical and mechanical lockout

An electrical and mechanical lockout procedure must be developed by the principal contractor and submitted to the Client for approval before construction commences. All contractors on site must be informed of and adhere to this lockout procedure.

5.13 Use and storage of flammables (Construction Regulation 25)

The principal contractor must ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions is taken;
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with consistent access control measures in place and sufficient firefighting equipment installed and fire prevention methods practiced for example proper housekeeping;
- Only one day's quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas; and
- Welding and other flammable gases to be stored segregated as to the type of gas and empty and full cylinders.

5.14 Hazardous chemical substances

The principal contractor must ensure that:

- Employees receive the necessary information and training to be able to use, handle and store hazardous chemical substances safely;
- The risk assessments required in terms of Construction Regulation 9 include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of **material safety data sheets** regarding hazardous chemical substances required to ensure the safe use, handling and storage of these substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the said hazardous chemical substances;

- Hazardous chemical substances containers be clearly marked as to the contents and main hazardous category e.g. “Flammable” or “Corrosive” and the reference number of the hazardous chemical substances on the list indicated above.
- Hazardous chemical substances for example asbestos dust is not cleared by using compressed air but should be vacuumed.
- No person eats or drinks in an area where hazardous chemical substances are stored or utilised; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.

5.15 Storage of flammable and hazardous chemicals (Hazardous Chemical Substances Regulations)

See paragraphs 5.13 and 5.14 above.

5.16 Fire prevention and protection

The principal contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage of flammables is provided;
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated and made known to employees;
- Evacuation is regularly practiced ensuring that all persons are evacuated timeously and;
- Roll call is held after evacuation to account for all employees and to ensure that no-one including visitors and disabled persons have been left behind; and
- A clearly audible, to all persons on site, siren or alarm is fitted and regularly tested.

5.17 Housekeeping (Construction Regulation 27)

The principal contractor must ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored.
- Scrap, waste and debris is removed off site regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed by throwing from heights but by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or -nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools and the likes that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway are kept in good state of repair, skid-free and free of obstruction, waste and materials.
- The walls and roof of every indoor workplace be sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

5.18 Stacking and storage (Construction Regulation 28)

The principal contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;

- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector of the Department of Labour has been obtained to build the stacks higher with the aid of a machine. (The operator of the machine must be protected against items falling from overhead or off the stack and no items may overhang);
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack can and does do it safely and that the stack is sufficiently stable to support him or her;
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

5.19 Eating, changing, washing and toilet facilities (Construction Regulation 30)

5.19.1 Toilets

- The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 30.
- Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of at least 1 toilet per 30 employees.

5.19.2 Showers

At least cold-water showers of some sort for each sex have to be provided at a ratio of at least 1 shower per 15 employees.

5.19.3 Change rooms

Some form of screened off changing facility must be provided separately for each sex.

5.19.4 Eating facility

Some form of eating facility sheltered from the sun, wind and rain must be provided.

5.19.5 Living accommodation

Where the site is in a remote location and transport to home is not readily available, reasonable and suitable living accommodation must be provided after obtaining of the necessary permission from authorities and adhering to requirements such as Bylaws of the local municipality.

5.20 Personal and other protective equipment (Sections 8, 15 and 23 of the OHS Act)

The principal contractor is required to proactively identify the hazards in the workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable take steps to protect employees and make it possible for them to work safely and without risk to health under the hazardous conditions. Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply re-engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, **free of charge**, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment. It is a further requirement that the principal contractor maintain the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s in a consistent and correct manner.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other valid reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed but an alternative solution has to be found that may include relocating the employee. The principal contractor may not charge any fee for protective equipment prescribed by him or her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has blatantly abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment.

Please note: Bullet points two and three above should form part of a formal disciplinary process, i.e. following a disciplinary hearing.

5.21 Portable electrical tools and equipment (Electrical Machinery Regulation 9)

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etcetera. In addition, electrical appliances such as fridges, hotplates, heaters, etcetera must be inspected regularly but at least on a weekly basis and maintained to the same standards as portable electrical tools and appliances. The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment.

This equipment -

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

5.22 Public health and safety (Section 9 of the OHS Act)

The principal contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes among others:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by by the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive site applicable induction into the hazards and risks and the control measures for these.

5.23 Excavations (including piling) (Construction Regulation 13)

All excavation work, such as for example the replacement of the water and sewer connections) has to comply with the following:

5.23.1 Excavation work must be carried out under the supervision of a competent person with at least two years practical experience in excavation work who has been appointed in writing.

5.23.2 Before excavation work begins the stability of the ground must be evaluated.

5.23.3 Whilst excavation work is being performed, the principal contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.

5.23.4 No person may be required or permitted to work in an excavation that has not been adequately shored or braced.

5.23.5 Where the excavation is in stable material or where the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane, shoring or bracing may be left out but only after written permission has been obtained from the appointed competent person.

5.23.6 Shoring and bracing must be designed and constructed to safely support the sides of the excavation and prevent it from collapsing.

5.23.7 Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained, before excavation proceeds, whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.

5.23.8 No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the excavation, unless suitable shoring has been installed to be able to carry the additional load. Best practice requires a one-meter clearance so as to reduce the pressure on the side walls as well as risk of material falling onto persons inside the excavation. Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.

5.23.9 Every excavation must be provided with means of access that must be within 6 metres of any employee within the excavation at any time. Should ladders be utilised for this purpose they should be duly secured.

5.23.10 The location and nature of any existing services such as water, electricity, gas, telecommunication etcetera must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for employees working in or near in the excavation.

5.23.11 Every excavation, including the shoring and bracing or any other method to prevent a possible collapse, must be inspected by the appointed competent person as follows:

- Daily before work commences
- After an unexpected collapse of the excavation or part thereof
- After substantial damage to any support
- After rain

5.23.12 The results of any inspections must be recorded in a register kept on site in the health and safety file.

5.23.13 Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced off, on all sides, to at least one meter high and as close to the excavation perimeter as practicable. All such excavations must also be provided with warning lights or visible boundary indicators after dark or when visibility is poor.

5.24 Demolition Work

5.24.1 Demolition work must be carried out under the supervision of a competent person who has been appointed in writing.

5.24.2 A detailed structural engineering survey of the structure to be demolished must be carried out and a method statement on the procedure to be followed in demolishing the structure must be developed by a competent person, before any demolition may be commenced.

5.24.3 As demolishing progresses the structural integrity of the structure must be checked at intervals as determined in the method statement by the appointed competent person in order to prevent any premature or uncontrolled collapse.

5.24.4 Steps must be taken to ensure that where a structure is being demolished:

- no floor, roof or any other part of the structure is overloaded with debris, material or equipment that would make it unsafe;
- precautions are taken to prevent the collapse of the structure when any frame, support or reinforcement is cut or removed;
- shoring or propping is applied where necessary;
- no employee is required or allowed to work under unsupported overhanging material; and
- the stability of an adjacent building, structure, road or services is maintained at all times.

5.24.5 The location and nature of any existing services such as water, electricity, gas etcetera must be established before any demolition is commenced with and any service that may be affected by the demolition must be protected and made safe for employees and other persons.

5.24.6 Every stairwell in a building being demolished must be adequately illuminated.

5.24.7 Convenient and safe means of access must be provided and maintained at all times.

5.24.8 A catch platform or net must be erected over every entrance to the building or structure being demolished where the likelihood exists of material or debris falling on employees and/or persons entering and leaving and every other area where the likelihood exists of material or debris falling on employees and/or persons must be fenced or barricaded.

5.24.9 No material may be dropped on the outside of the building unless the area into which it is dropped is fenced off or barricaded.

5.24.10 Waste and debris may only be disposed from a height in a chute with the following design:

- adequately constructed and rigidly fastened and secured;
- inclined greater than 45 degrees and enclosed on all four sides;
- fitted with a gate or control mechanism to control the flow of material that may not freefall down the chute;
- discharged into a container or a barricaded area; and
- demolition equipment may only be used on floors or slabs that are able to support it.

5.24.11 Asbestos related work must be conducted to the requirements of the Asbestos Regulations promulgated under the OHS Act and in particular Asbestos Regulation 21, i.e.:

- demolition of asbestos may only be carried out by a registered (with the Department of Employment and Labour) Asbestos Contractor;
- all asbestos materials likely to become airborne must be identified; and
- a plan of work must be submitted for approval to an Approved Asbestos Inspection Authority (AAIA), whom is approved by the Department of Employment and Labour, thirty calendar days prior to commencement of demolishing work unless the plan was drawn up by an AAIA and a signed (by all parties) copy is submitted to the Department of Employment and Labour fourteen calendar days before commencement of the demolishing.

5.24.12 During demolition work:

- all asbestos containing material must be disposed of safely, i.e. deposited only at a suitable site and proof of such deposits kept.
- employees must be issued with appropriate personal protective equipment and the proper use thereof enforced at all times; and
- after the demolition has been completed the area/premises must be thoroughly checked to ensure that all asbestos waste has been removed.

5.24.13 No employee is allowed to:

- use compressed air or permit the use of compressed air to remove asbestos dust from any surface or employee or person;
- smoke, eat, drink or keep food or beverages in an area not specifically designated for this; and
- apply asbestos by spraying.

5.25 Welding, flame cutting or similar operations

Should any welding work be undertaken as part of emergency repairs to plant and equipment on site or as part of the construction activities, the principal contractor must ensure that:

5.25.1 A competent person will be appointed to supervise welding, flame cutting or similar operations on site.

5.25.2 The following rules will govern all welding and flame cutting or similar operations:

- The welder will be trained regarding the safe use/operation of the equipment.
- The welder and his assistant will be provided with effective and appropriate personal protective equipment and/or clothing.
- Cables and electrode holders will be effectively insulated.
- The workplace will be effectively screened off to prevent bystanders from being affected by the welding rays or they will be provided with personal protective equipment.

- Special precautions will be taken where welding is undertaken in confined spaces e.g. proper and sufficient ventilation will be provided.
- In wet or damp conditions, the welding equipment and the welder will be properly insulated and someone will be on standby to assist in the event of any emergency.
- A qualified person will certify in writing that it is safe to enter and work in a specific confined space before welding or flame cutting is undertaken.
- No welding, flame cutting, grinding, soldering or similar work shall be undertaken in respect of any drum, vessels or similar object or container where such object or container-
 - is completely closed, unless the rise in internal pressure cannot render it dangerous; or
 - contains any substance which, under the action of heat may explode or react to form dangerous or poisonous substances.
- Where pressure vessels/welding cylinders containing oxygen or acetylene are transported or used, the proper precautionary measures will be taken against bumping, falling, rolling etcetera.
- Gas welding hoses may only be joined with approved connectors and clamps.
- No oil or grease may be applied to oxygen valves and fittings.
- It is a sound practice to store pressure vessels and/or welding cylinders vertically and to secure them by means of a chain.
- Acetylene cylinders may never be inclined in excess of 45°.
- Proper and adequate fire prevention measures will be instituted and maintained for as long as the welding continues.
- Where explosive and/or flammable vapours are present welding will only be done under “hot work” permits.

5.26 Transportation of employees

5.26.1 Any vehicle used to transport employees must have seats firmly secured and adequate for the number of employees to be carried.

5.26.2 Regulation 247 of the National Road Traffic Act, Number 93 of 1996 (NRTA) stipulates that the principal contractor shall not allow employees to be transported in a vehicle unless the portion of the vehicle in which the employees are being conveyed is enclosed to a height of –

- at least 350 mm above the surface on which employees are seated; or
 - at least 900 mm above the surface on which employees are standing,
- in a manner and with a material of sufficient strength to prevent employees from falling from such vehicle when it is in motion.

5.26.3 Regulation 247 of the NRTA also stipulates that the principal contractor shall also not allow any employees to be conveyed in the goods compartment of a vehicle together with any tools or goods, except their personal effects, unless that portion in which the employees are being conveyed is separated by means of a partition, from the portion in which such goods are being conveyed.

5.27 Demarcation

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area. Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area. It is advised to use 1.2m high DAY-GLO Mesh (barrier netting) to prevent pedestrians to enter the specific construction area. (Construction Regulation 13) Excavation procedures for earthworks and for the installation of services must be conducted according to the South African National Standards standardized classification for excavations (SANS 1200D, DA and DB). An excavation could be a hole or trench of any size and shape. A Risk Assessment must be done prior to making an excavation. The following must be taken in consideration when doing the Risk Assessment:

- Depth of the excavation
- Length of the excavation
- Existing services
- Barricading and demarcation
- Depth of the excavation

Should an excavation be more than chest deep (1.2m), it must be adequately shored or braced. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied. A competent person shall be appointed to supervise excavation work. Stability

evaluation of ground must be done and a certificate shall be issued. A plan for prevention of persons being trap due to collapse shall be provided by the Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring. The maximum loading of sides of an excavation must be documented in a usable format If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented. Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker. Contractor must establish all existing services in area of excavations. Plan of existing services shall be documented in the Health and Safety file.

Existing services include Telkom, Gas, Water, Electricity Supplies and other similar services. Excavation Inspection shall be done on the following:

- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain
- daily basis

5.28 Working in inclement weather

The principal contractor shall implement an early warning system to identify inclement weather and to prevent such weather from posing negative implications on the safety of employees and other persons visiting. The early warning system shall as a minimum provide for the following:

5.28.1 Construction work done during electrical storms

- The principal contractor shall ensure that all employees are removed from heights and all employees are as safe as possible, in inclement weather conditions.
- No work is allowed on the construction site during electric storms where employees cannot be protected from it. Protection involves:
 - eating area fitted with a lightning mast
 - workshops
 - inside buildings
- No work is allowed in electrical storms on top of open structural steel, even when earthed.
- No work is allowed on height where the lightning is within a 10-kilometre radius.
- After inclement weather on-site risk assessments will be reviewed to include wet conditions.

5.28.2 Construction work done during rain

- During rainy conditions all work on steel structures will stop.
- No electrical tools will be used during rainy weather in open areas.
- Work can be done in water proof areas where there is a zero risk for electrocution.
- Areas will be cleared for work during rain:
 - workshops
 - offices
 - work on ground level with the provision that the area is maintained in a safe dry condition

5.28.3 Scaffolding activities during inclement weather conditions

During inclement weather only limited scaffolding actions will be permitted i.e. erecting and dismantling activities. Guidelines for safe choices:

Weather type	Building and dismantling of scaffolding
Lightning	Stop all activities
Light rain	Stop all activities
Heavy rain	Stop all activities

Weather type	Building and dismantling of scaffolding
Wind <28 km/h	Full use
Wind >40 km/h	Stop all activities
Light mist	Full use
Heavy mist	Full use
Hail	Stop all activities

All scaffold users will:

- Ensure that scaffolding is inspected immediately after inclement weather conditions.
- Ensure that the risks associated with working at heights during inclement weather are identified and reasonably mitigated.
- Be cautious of slip/trip hazards when performing activities during inclement weather.
- Take note of the weather when completing the daily safe task instructions on site, where applicable.

5.28.4 Driving in inclement weather

The principal contractor shall ensure that the danger of driving in wet conditions is adequately covered in a risk assessment. The risk assessment will include, but not limited to:

- route planning
- speed reduction
- planning for emergency situations
- driving precautions for slippery surfaces
- visibility hazards

6. SAFETY, HEALTH AND ENVIRONMENTAL (SHE) POLICIES

The principal contractor has to provide the Client, as an annexure to the safety, health and environmental, with a detailed SHE policies outlining the principal contractor's stance on and principles adopted for health and safety.

7. COST FOR SHE MEASURES DURING THE CONSTRUCTION PROCESS

To enable the Client to comply with Construction Regulation 5(1)(g), all potential principal contractors submitting tenders/bids have to demonstrate to the Client that sufficient provision has been made for the cost to implement and maintain the health and safety plan proposed by the principal contractor to meet the requirements of this health and safety specification as well as that of the OHS Act and its Regulations. A detailed schedule of costs has to be included in the health and safety plan submitted as part of the potential principal contractor's tender document. Failure by the principal contractor to adhere to this requirement will force the Client to reject the tender/bid in terms of Construction Regulation 5(1)(h).

8. CLOSE OUT REQUIREMENTS

Upon completion of the project, the Principal Contractor shall submit a well-documented consolidated Close-out SHE File (to be in electronic form i.e. USB/DVD etc) to the appointed CHSA, confirming the SHE history of the project within **21 days of practical completion**. The PC is encouraged to file all SHE Closeout Files of the Contractors prior demobilising onsite for each specific activity they have been appointed for. The following summary of information is required, but not limited to:

- Monthly CHSA inspection & audit reports
- Minutes of the SHE meetings
- Incidents & IOD
- WCA Claims
- Client SHE Tender documents
- Sec 37.2 Agreements, Client - PC
- Letters of appointments, Client - PC
- Total Man-hours and DIFR

- Monthly PC inspections and audits reports (Internal)
- Environmental rehabilitation status
- SHE Non-conformances (current/outstanding)
- Principal Contractor's project Safety File

Handover of the consolidated SHE File can only commence once all personnel has been demobilized and nil man-hours are recorded. Electronic submission must be provided to the CDC SHE Project Manager within specified **period** above. The CHSA will evaluate the SHE performance of the Principal Contractor i.e. compliance, performance, quality and refer in a cover letter which will be added to the Principal Contractors consolidated SHE File. **“NB” No final account will be processed provided that the SHE Close-out File has been approved by the CDC SHE Project Manager via appointed CHSA.**

9. TRAFFIC ACCOMMODATION

Traffic on site will be kept to a minimum. Only vehicles with specific permits will be allowed on site. Speed limit is 20 Km/h in normal circumstances unless otherwise specified. Management and the Construction SHE Practitioners will have the authority to remove violators of traffic regulations from site. Continuous non-compliance by individuals will lead to the retraction of their vehicle license and removal off site. The contractor shall ensure that appropriate and sufficient number of road signs and flagman are in place. The contractor shall ensure all staff are fully informed about activities on site and dangers associated with construction activities.

The contractor shall carry out a detailed risk assessment to ensure that all traffic related risks are identified, and appropriate risk mitigation measures be established, implemented, and maintained. The contractor shall develop a complete traffic accommodation plan to provide for traffic entering the site as well as traffic on site, i.e. alternative gates should be in place by the Elliot Magistrate Court order to avoid congestion with staff. The contractor shall have measures in place to ensure that the maintenance of road signs during the day and after hours is actively managed.

Annexure A

Acknowledgement:

I, _____ representing

_____ Principal Contractor have
satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) and
shall ensure that the Principal Contractor and his / her personnel comply with all relevant obligations
in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date

Comments:

C3.4 BASELINE RISK ASSESSMENT



BASELINE RISK ASSESSMENT:
**BASELINE RISK ASSESSMENT FOR THE
CONSTRUCTION OF ELLIOT MAGISTRATE
COURT:
PLANNED MAINTENANCE, REPAIR AND
REFURBISHMENT OF THE ENTIRE FACILITY
AND CAPITAL WORKS TO INCLUDE
CONSTRUCTION OF ADDITIONAL
ACCOMMODATION
CDC/163/25**

Risk Assessment Nº
CDC-SBU-BRA-016-25

CLASSIFICATION: PUBLIC

29 April 2025



DOCUMENT INFORMATION SHEET

Title of Document : *Baseline Risk Assessment*
Type of Document : *Baseline Risk Assessment for the construction of Construction of Elliot Magistrate Court*
Document Number : *CDC-SBU-BRA-016-25*
Prepared by : *Ngoni Gombani*
Typed by : *Ngoni Gombani*
Business Unit : *Sustainability Business Unit*
Prepared for : *Bidders*
Date of Issue : *29 April 2025*

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DOCUMENT CONTROL SHEET

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




PROJECT NAME : CONSTRUCTION OF ELLIOT MAGISTRATE COURT

DOCUMENT : BASELINE RISK ASSESSMENT
TITLE

DOCUMENT No. : CDC-SBU-BRA-016-25

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 29 April 2025	Name: Ngoni Gombami	Name: Siseko Gwavu	Name: Ngoni Gombami
	Signature: 	Signature: 	Signature: 

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

BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT FOR CONSTRUCTION ELLIOT MAGISTRATE COURT CDC-SBU-BRA-016-25

This Risk assessment is based and applicable to the requirements of the Construction Regulations 2014 and any other applicable regulations pending the scope of works. The Principal Contractor must therefore be mindful to ensure that these regulations are integrated to the risk assessments

WORK TASKS <i>Describe the tasks involved</i>	HAZARDS IDENTIFIED* <i>Include relevant details about the energy where applicable and leave blank if there are none</i>	CONTROL MEASURES <i>Detail controls or control guides to be implemented, based on the hierarchy of control options</i>	RISK ANALYSIS <i>With</i>		
			Controls		
			L	I	R
Exposing of existing services; Telkom lines Overhead power lines Electrical cables Water supplylines	Tele communication lines, underground water and sewage. Overhead and underground power lines and any other services Possible damage to property e.g. water line or electrical supply which could also lead to disruption of municipal services.	Prior to executions commencing consult the utilities suppliers/ site owner about underground gas and electricity supplies, obtain copies of service plans Before work begins, underground cables must be located, identifies and clearly marked Excavate alongside the service rather than directly above it Final exposure of service by horizontal digging is recommended as the force applied to hand tools can be controlled more effectively Insulated tools should be used when hand digging near electric cables Ensure services are supported once exposed, Find out the maximum height and reach of your own and contractors' equipment (include the height of radio aerials or flashing beacons in the measurements) Create alternative access routes or work areas to avoid OHPLS entirely where possible	2	2	Med

Site establishment	Damage to Construction equipment, vehicles, heavy lifting equipment etc.	<p>Management to ensure the site layout is approved by RE</p> <p>Layout to consider site traffic, plant movement & other interfacing contractor site layouts.</p> <p>Site camp footprint & hauling routes to be established & confirmed with Client & RE</p> <p>The Principal Contractor will be required to develop and submit prior to commencement a risk assessment, health and safety plan, the method statements and all relevant supporting documentation to ensure that all overall activities are properly planned.</p>	2	3	Hi
Hazardous chemical storage	Injury Ground pollution	<p>No open flames & no smoking signs to be displayed in the vicinity of hazardous chemical store</p> <p>All material safety data sheet (MSDS) to be available at all times</p> <p>Ensure that the person in charge of the chemical store is adequately and comprehensively informed and trained with regards to the potential risk to health caused by exposure etc.</p>			

Site Access & Drivers on site	<p>Possible of collision of vehicles and people being run over by vehicles and/or mobile plant while entering/exiting the site.</p> <p>Un-roadworthy vehicles, drunk driver, road and weather conditions, other road users</p> <p>Absents of flagman, warning signage & absents of alternative gates will cause accidents and injuries</p>	<p>Erect separate access for construction from the office entrance</p> <p>Traffic movement to be observed and manually controlled where necessary. Warn possible visitors to site of the current heavy construction traffic at the entrance/exit point of the site.</p> <p>Vehicles are checked for roadworthy and safety before are allowed on site.</p> <p>Drivers will be tested for alcohol on a regular basis.</p> <p>Warning devices, lights and training. All plant operators will be required to provide their competency certificates and proof of medical certificates of fitness.</p> <p>Prestart inspection will be conducted on all plant prior use</p> <p>A contractor must ensure that all employees and or visitors undergo health and safety induction</p> <p>Implement flag man at site access points to avoid accident with office staff</p> <p>Ensure there is alternative routes and gates</p> <p>Ensure required information and warning signage or speed reduction at least 20km is erected at site access / egress points within the site</p>	2	3	Hi
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Excavation work	Multiple minor injuries or permanent injuries	<p>The excavation work is to be solely undertaken by contracted party / personnel with a detailed risk assessment and work method.</p> <p>Where excavation work is to be performed, notification to the Provincial Director at least 7 days before work is to be carried out.</p> <p>A competent person to supervise work and inspect excavations</p> <p>No holes or trenches should be left open as they will pose risk to Leaners, Public and animals</p> <p>Full compliance to the Construction Regulations, 2014 Section 13 (1) and (2)</p>	1	2	Med
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Excavations	Multiple minor injuries or permanent injuries	<p>Never work in excavation 1.2m deep or over unless the sides have been suitably shored and braced, or have been benched to prevent collapse</p> <p>The competent person on site must carry out a risk assessment to decide if shoring is required at depths less than 1.2m</p> <p>Before entering any excavation, inspect the walls for signs of collapse, particularly after heavy rain</p> <p>Do not go into unsupported excavations</p> <p>Never work ahead of the support</p> <p>Remember that even work in shallow trenches can be dangerous</p> <p>You may need to provide support if work involves bending, or kneeling in the trench</p>	2	3	Hi
Construction works	Permanent injuries, equipment failure, exposure to deep excavations, bushes, holes and snakes hazards etc.	<p>All work to be carried out under and supervised by competent persons who have been appointed in writing and aware of all the dangers involved in the operation and conversant with the precautionary measures to be taken in the interest of health and safety</p> <p>The contractor to ensure that all people entering the site are informed of all hazards on site</p> <p>Issue based Risk assessment; continuous risk assessment should take place continually as an integral part of day to day management</p>	2	3	Hi

Operating plant on site	Injury	Plant to be inspected by site appointed inspector	2	3	Hi
	Asset damage Production loss	Plant to be listed on equipment register Daily pre-use checklist to be completed Plant to be equipped with warning devices (construction light, reverse hooter, flag, etc.)			
Trucks and driving around construction zones	Injury	Employees working in the vicinity of the machinery must approach if from the side not from the rear to allow the operator to see	1	2	Med
	Asset damage Production loss	Operators must stop, switch off the machinery when a person is on the exclusion zone of working machinery Provision and use of reflective PPE			

Exposing of existing services; Telkom lines Overhead power lines Electrical cables Water supplylines	Damage to existing services, injury to employees, damage to assets	Prior to executions commencing consult the utilities suppliers/ site owner about underground gas and electricity supplies, obtain copies of service plans Before work begins, underground cables must be located, identifies and clearly marked Clearing the area where service has been detected Excavate alongside the service rather than directly above it near electric cables Ensure services are supported once exposed,	2	2	Med
Public road and community members	Injuries to pedestrians and including Learners and Educators	Every construction site should be organized in such a way that pedestrians and vehicles can move safely and without risk to health Every traffic route is where necessary indicated by suitable signs. All construction vehicles to be equipped with automatic acoustic reversing alarms All construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the	2	3	Hi
Fixing reinforcing	Injury	Supervisor to ensure that sufficient number of employees assigned to carry reinforcing depending on size, length and weight Workers delegated to carry steel to be rotated Heavy material to be lifted with crane/ hi-ab Gloves to be utilized at all times	2	2	Med

Erecting shuts	Injuries	Supervisor to ensure more than one person handling heavy shutters Crane to be used for placement of heavy shutters placed in deep excavation/ areas with difficult access	2	3	Hi
Placing mat	Injuries	Only trained and competent employees to conduct task DSTI to be attended before commencement of task Sufficient space must be allowed between workers to allow for swinging and movement radius Long socks must be worn with gumboots Safety glasses to be worn during concrete operations	2	2	Med
Using electric small tools	Injury Fatality	Pre-use inspection/ checklist to be done before use Discontinue use of worn /defective sundry until (drill bits, grinder disks, etc.) No permanent lock switch allowed Machine guards are to be in place and not removed All equipment defects must be reported to supervisor and store man Faulty equipment to be removed from site Only approved and inspected hand tools to be used Ensure that the employee is competent in using the specific machines Conduct Planned Task Observation to confirm employee ability Ensure machine not to be left unsupervised	2	3	Hi

Compaction of material & exposure to vibration	Injuries	Ensure trained competent operators at all times Ensure supervision at all times Give the employees time from any vibrating surface or machinery (at least 10mins or more in every 3 hours) Train the employees to use the machinery in the correct way	2	2	Med
Influence of adverse weather	Injury Disabling injury Fatality	Weather such as strong wind must be monitored before the operations starts Dust suppression to be controlled by use of water carts Sufficient weather must be insured for safe and quality and priming operation	2	3	Hi
Demolition works (where applicable)	NIHL Silicosis	Demolition works shall be performed by registered demolition contractor The task can only be performed after the demolition supervisor has given a permission Employees must be in full PPE All plants must keep a safe working distance	2	2	Med
Painters	Respiratory infections	Provide employees with respirator Test all employees for possible allergies connected to the work Ensure that extension arm is used with paint to minimize bending of the back Wear eye protection when cleaning spray nozzles	2	3	Hi
Plasterers	Skin infection Back and neck strain	Induct employees about the correct posture for working Provide training to employees connected the risk	2	2	Med

Plumbers	Lung irritation Eye strain	Only competent person is allowed to perform this type of a task Provide glasses and the relevant PPE	2	3	Hi
Roofers	Injury Death	Use scaffolds to access the roof All employees who perform the task must wear safety harness Provide training	2	3	Hi
Mixing of grout / glue (tiling glue & water)	Physical Multiple Injuries	All hand tools and equipment will be inspected prior to use and damaged hand tools or equipment will be reported to supervisor and removed from site. Ensure that all hand tools and equipment used are on tool register and has checklists and registers done by a competent appointed Hand Tool Inspector.	2	3	Hi
Paving - placing paving bricks	Physical Multiple Injuries	Acquire right position when installing paving bricks and ensure you take adequate stretching breaks. Rotate task from time to time do not spend most of the time bending	2	2	Med
Kerbing at the edges of paving	Physical Multiple Injuries	Dust mask must be used during emptying of cement bags Avoid inhalation of cement dust at all times	2	3	Hi

Waste handling	Health issues	Dumping is only allowed in areas identified the municipality Good practice of waste accumulation must be practiced at site Hazardous waste must be neutralised before dumping	2	2	Med
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Likelihood of Transpiring (L)		Impact if Transpiring (I)		Risk Rating (R) (order of importance)	
1	Low likelihood	1	Low impact	2	Low risk
2	Medium likelihood	2	Medium impact	3-4	Medium risk
3	High likelihood	3	High impact	5-6	High risk

Annexure B

Acknowledgement:

I, _____ representing

_____ Principal Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the Principal Contractor and his / her personnel comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date

Comments:

C3.5 ENVIRONMENTAL SPECIFICATION



SPECIFICATION:
**PROJECT ENVIRONMENTAL
SPECIFICATION FOR THE
CONSTRUCTION OF ELLIOT
MAGISTRATE COURT:
PLANNED MAINTENANCE, REPAIR
AND REFURBISHMENT OF THE ENTIRE
FACILITY AND CAPITAL WORKS TO
INCLUDE CONSTRUCTION OF
ADDITIONAL ACCOMMODATION
CDC/386/24**

Specification N^o
CDC-SBU-SPC-159-24

Classification: Public

28 August 2024



DOCUMENT INFORMATION SHEET

Title of Document : *Project Environmental Specification*
Type of Document : *Project Environmental Specification for the
Construction of Elliot Magistrate Court*
Document Number : *CDC-SBU-SPC-159-24*
Prepared by : *Siseko Gwavu*
Typed by : *Siseko Gwavu*
Business Unit : *SBU*
Prepared for : *Bidders*
Date of Issue : *28 August 2024*

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DOCUMENT CONTROL SHEET

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

PROJECT NAME : *CONSTRUCTION OF ELLIOT MAGISTRATES COURT*

DOCUMENT TITLE : *PROJECT ENVIRONMENTAL SPECIFICATION*

DOCUMENT No. : *CDC-SBU-SPC-159-24*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 28 August 2024	Name: Siseko Gwavu	Name: Sisa Xabanisa	Name: Simphiwe Silwana
	Signature: <small>Digitally Signed by: Siseko Gwavu SHE Programme Manager 7c54ba86-e79c-4b09-b0fa-92ffb296ce62 IP Address: 10.0.30.81 Date: 2024/09/05 2:28:50 PM</small>	Signature: <small>Digitally Signed by: Sisa Xabanisa Environmental Manager 8a2db2c-65ed-4879-a2e8-196cb7d8ba35 IP Address: 10.0.122.51 Date: 2024/09/05 2:30:36 PM</small>	Signature: <small>Digitally Signed by: Simphiwe Silwana Sustainability Manager: HSE & Social Impact 494c9186-b4f3-4805-8512-de16421e38bc IP Address: 10.0.57.29 Date: 2024/09/06 8:51:13 AM</small>

Distribution:	Coega Development Corporation
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REVISION CHART

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

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ENVIRONMENTAL SPECIFICATION

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1. SCOPE

This Project Environmental Specification (PES) covers the requirements for controlling the impact on the environment of construction activities. The PES is applicable to all construction work activities intended to be performed across the various Provinces. The PES should be read with the project specific scope of work prescribed in the Tender documents.

2. INTERPRETATION

2.1 Supporting Specifications

Where the PES is required for a project, the following supporting specifications shall, where applicable, form part of the Contract Documents where necessary:

- (a) EMPr
- (b) JBCC, GCC or Fidic Equivalent Specification
- (c) EA/RoD

2.2 Application

This PES contains clauses that are generally applicable to the undertaking of built or engineering works as it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment. Interpretations and variations are set out in this Project Environmental Specification. In the event of any difference or discrepancy between the provisions of this Project Environmental Specification and the provisions of the Project Specifications then the provisions of the Project Specification shall prevail.

2.3 Definitions

For the purposes of this PES, the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions and abbreviations shall apply:

2.3.1 CDC:

Means Coega Development Corporation (Pty) Ltd.

2.3.2 Cement laden water:

Means water containing cement or concrete arising from the Contractor's activities.

2.3.3 Contaminated water:

Means water contaminated by the Contractor's activities such as with hazardous substances, hydrocarbons, paints, solvents and runoff from plant, workshop or personnel wash areas but excludes water containing cement/ concrete or silt.

2.3.4 Environment:

Means the surroundings within which human beings exist and these comprise of:

- (i) The land, water and atmosphere of the earth;
- (ii) Micro-organisms, plant and animal life;
- (iii) Any part or combination of (i) and (ii) and the interrelationships among and between them; and
- (iv) The physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

2.3.5 His:

Means his or her, as applicable.

2.3.6 Method Statement:

Is a written submission by the Contractor to the Engineer in response to the Specifications or to a request by the Engineer, setting out the plant (construction equipment), materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement. The Method Statement shall be in such detail that the Engineer is able to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications. The Method Statement shall cover applicable details with regard to:

- Construction procedures;
- Materials and equipment to be used;
- Getting the equipment to and from Site;
- How the equipment/ materials will be moved while on Site;
- How and where materials will be stored;
- The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur;
- Timing and location of activities;

- Compliance/ non-compliance with the Specifications; and
- Any other information deemed necessary by the Engineer.

2.3.7 Potentially hazardous substance:

Is a substance, which, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment. Hazardous Chemical Substances are defined in the Regulations for Hazardous Chemical Substances published in terms of the Occupational Health and Safety Act.

2.3.8 Reasonable:

Means, unless the context indicates otherwise, reasonable in the opinion of the Engineer, after he has consulted with CDC Safety, Health & Environment Business Unit.

2.3.9 Silt laden water

Means water containing sand and silt arising from the Contractor's activities and/or as a result of natural run-off.

2.3.10 Site:

This is the area in the possession of the Contractor for the construction of the Works. Where the area is not demarcated, it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer.

2.3.11 Solid waste:

Means all solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins, cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

3 MATERIALS

3.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications. Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval. Imported gravel, fill, soil and sand materials shall be free of weeds, alien invasive seed matter, plant material, litter and contaminants and shall be obtained from sources approved by the Engineer. A Method Statement detailing the source and methods to ensure compliance with this specification shall be submitted to the Engineer.

3.2 Stockpiling

Any stockpiling of gravel, cut, fills or any other material including spoil shall be in areas approved by the Engineer within the defined working area. The Contractor shall ensure that the material does not blow or wash away. If the stockpiled material is in danger of being washed or blown away, the Contractor shall spray it with material that is not detrimental to the environment or cover it with a suitable material, such as hessian or plastic. Stockpiles of topsoil shall not be covered with plastic. No stockpiling of any material shall be allowed within the 100m of any residential areas or 20m of any "no go" area. Stockpiles will not be stacked higher than 2 meters.

3.3 Solid waste management

No on-site burning, burying or dumping of any waste materials, litter or refuse shall occur. The Contractor shall provide vermin and weatherproof bins with lids of sufficient number and capacity to store the solid waste produced daily.

The lids shall be always kept firmly on the bins. Bins shall not be allowed to become overfull and shall be emptied at least once a day. A designated area shall be established, enclosed with signage always provided. The waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved. Recyclable waste shall be disposed of into separate skips/bins and removed off-site for recycling. All solid waste shall be disposed off site at an **approved landfill Site**. The Contractor shall supply the Engineer with the appropriate disposal certificates and kept in the Environmental File.

The Contractor must facilitate the re-use of cleared trees and bush (e.g. by allowing controlled wood cutting and removal of wood). Cleared vegetation may only be burnt when no other form of re-use (e.g. **chipping or composting**) is practical or economical. Burning of cleared vegetation may only take place in a safe area (e.g. borrow pit) after permission has been obtained from all the relevant authorities and the Fire Department has been informed. The Contractor must ensure that cleared trees and wood are removed from the Site within **45 days** of Site clearance. The Contractor shall submit a solid waste management Method Statement to the Engineer. The contractor shall provide Certificates of safe disposal for all waste removed site.

3.4 Water use

All sources of water for construction purposes must be approved by the Engineer in writing before any such sources can be used to obtain water. Water collection must be kept in the form of registers and record all water cotted per day.

3.5 Hazardous substances

The transportation and handling of hazardous substances must comply with the provisions of the Hazardous Chemical Substances Act (Act No. 85 of 1993) and associated regulations as well as SABS 0228 and SABS 0229. The Contractor shall also comply with all other applicable regional and local legislation and regulations regarding the transport, use and disposal of hazardous substances. Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be

stored in secondary containers. The relevant Safety Data Sheets (SDS) shall be available on Site. Procedures detailed in the SDSs shall be followed in the event of an emergency.

The Contractor shall be responsible for the training and education of all personnel on Site who will be handling hazardous materials about their proper use, handling and disposal. If potentially hazardous substances are to be stored or used on Site, the Contractor shall submit a Method Statement to the Engineer detailing the substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

3.6 Contaminated water

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any escape can be contained and that the water table is not endangered. Water containing such pollutants as chemicals, washing detergents, sewerage, fuels, paints and solvents and hydrocarbons shall be contained and discharged into an impermeable storage facility for removal from the site or for recycling. This particularly applies to runoff from fuel depots/workshops/truck washing areas. The Contractor may direct contaminated water into a sewerage main, provided that authorisation has been obtained from the local authority and that the Engineer has provided written permission for this action.

Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted. The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Contractor shall submit a Method Statement to the Engineer detailing how the contaminated water will be managed on Site.

3.7 Cement and Bulk Mixing Plant

The proposed location of bulk mixing plant (including the location of cement stores and sand and aggregate stockpiles) shall be indicated on the Site layout plan and approved by the Engineer. All wastewater generated from the operation and cleaning of concrete mixing equipment and other sources of concrete shall be passed through a concrete wastewater settlement system as depicted in the appropriate drawing. The water from this system shall not be allowed to flow into any “no go” area or water course but must permeate through the ground before it reaches any such water course. The accumulated sludge in the settlement system must be regularly cleaned out and appropriately disposed of as solid waste.

The Contractor shall ensure that minimal water is used for washing of concrete mixing equipment. Used cement bags shall be disposed of in weatherproof bins on site to prevent the generation of wind-blown cement dust and the bags from blowing away. During construction, the contractor must ensure that concrete is mixed on mortar boards, all visible remains of concrete are removed and disposed of as waste and that all surplus aggregate is removed. A Method Statement detailing all actions to be taken to comply with the cement and mixing requirements shall be submitted to the Engineer.

4 PLANT

4.1 Fuel – Petrol, Diesel, Oil Etc

4.1.1 Fuel Storage

Fuel can be stored on site. The location of the fuel storage area will be approved by the Engineer and will be situated at least 100m away from any major drainage systems, residential areas or “no go” areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting “No Smoking”, “No Naked Lights” and “Danger” conforming to the requirement of SABS 1186 shall be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area. The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly always shut and under lock and key. The capacity of the tank shall be clearly displayed, and the product contained within the tank clearly identified using the emergency information system detailed in SABS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding **9000 litres** and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

Tanks on site shall not be linked or joined via any pipe work but shall remain as separate entities. The tanks shall be situated on a smooth impermeable base with a bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints with a layer of sand over to prevent perishing. The impermeable lining shall extend to the crest of the bund. The floor of the bund shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed. Appropriate material, approved by the Engineer that

absorbs/ breaks-down or encapsulates minor hydrocarbon spillage and which is effective in water shall be installed in the sump.

The tanks and bunded areas shall be covered by a roofed structure, as detailed in the appropriate drawing, to prevent the bunded area from filling up with rainwater. This structure shall be constructed in such a way, and to the approval of the Engineer, to ensure that it is not dislodged by wind. If any water does collect in the bunded area it shall be removed within a day of this occurring and taken off Site to a disposal site approved by the Engineer, and the material that absorbs/ breaks-down or encapsulates minor hydrocarbon spillage shall be replenished.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected. Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use. A Method Statement shall be submitted to the Engineer detailing the design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks and for the type of absorbing/ breaking-down or encapsulating material to be used.

4.1.2 Refuelling

Where reasonably practical, plant shall be refuelled at a designated re-fuelling area/depot or at a workshop as applicable. If this is not reasonably practical, then the surface under the refuelling area shall be protected and appropriately bunded against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities.

If fuel is dispensed from **200 litre** drums, the proper dispensing equipment shall be used, and the drum shall not be tipped to dispense fuel. The Contractor shall ensure that the appropriate fire-fighting equipment is present during refuelling operations. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of **200 l** of hydrocarbon liquid spill. Prior to any refuelling or maintenance activities, the Engineer must approve this material.

4.1.3 Used oil and hydrocarbon contaminated materials

Used oil shall be stored at a central location on Site prior to removal off Site for disposal at an approved disposal or recycling site. Old oil filters and oil, petrol and diesel-soaked material shall be treated as hazardous waste. The Contractor shall remove all oil, petrol, and diesel-soaked sand immediately and shall dispose of it as hazardous waste or treat it on site with material that breaks-down or encapsulates such spillages as approved by the Engineer.

4.2 Ablution Facilities

Washing, whether of the person or of personal effects, and acts of excretion and urination are strictly prohibited other than at the facilities provided. The Contractor shall provide the necessary ablution facilities for all his personnel prior to the commencement of work and shall ensure that his personnel make use of the facilities. Toilet facilities shall be supplied by the Contractor for the workers at a ratio of at least **1 toilet per 15 workers** in areas approved by the Engineer. Every 1-man urinal will be taken as supplying the equivalent of 5 men in addition to the 15 men per toilet on site. No toilets will be erected within 100m of any residential areas, within 20m of the edge of the Site, within 50m of any “no go” areas or any major drainage systems. Toilets shall be situated within 200m of any area where work is taking place in numbers sufficient to meet the ratio depicted above for the workers in the area. Mobile toilets (e.g. trailer mounted) should be considered for Sites, where workers may be expected to cover large distances every day.

The facilities shall be maintained in a hygienic state, good state of repair and serviced regularly. Toilet paper, soap, sanitizer, form of towels shall be provided. Temporary/portable toilets shall be secured to the ground to prevent them toppling due to wind or any other cause, to the satisfaction of the Engineer. Discharge into the environment and burial of waste is strictly prohibited. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are removed from the Site. Toilets shall be emptied before the Contractors' holidays or any other temporary site closure.

4.3 Eating Areas

The Contractor shall designate eating area/s, subject to the approval of the Engineer. The facilities shall be maintained in a hygienic state, good state of repair and serviced regularly. No cooking is allowed outside of the Contractor's camp area on Site. At mealtimes all workers must eat in designated eating areas. More than one area may be required for large Sites and to accommodate issues of Social Distancing. These areas shall have shade for the workers. The eating areas may be in existing structures or in temporary/ transportable structures that shall be well constructed using wood or metal for the frame and screened on the top and sides with shade cloth/ canvas or other material to the satisfaction of the Engineer. These areas shall be well demarcated and in locations approved by the Engineer and shall not be within 100m of any "no go" areas or any major drainage systems, on or adjacent to the Site. There must be Sanitizer Stations at each eating areas and sufficient bins shall be present in these areas. All disposable food packaging must be disposed of in the bins after every meal. The feeding or leaving of food for animals is strictly prohibited.

4.4 Site Structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of the land area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection. The Contractor shall supply and maintain adequate and suitable sheds for the storage of materials. Sheds for the storage of materials that may deteriorate or corrode if exposed to the weather shall be weatherproof, adequately ventilated and provided with raised floors.

4.5 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.6 Workshop, equipment maintenance and storage

Where practicable, all maintenance of equipment and vehicles on Site shall be performed in a workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing such activities. No maintenance, including emergency maintenance, of plant can take place within 50m of any "no go" area or drainage system.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or thick plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages. When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles) always.

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site. The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing and low sudsing-type detergents. A Method Statement must be submitted to the Engineer detailing the design of the bunding of the workshop and how run-off from the workshop will be managed as well as how drip trays used under plant will be managed.

4.7 Noise

The Contractor shall take precautions to minimise noise generated on Site (e.g. Install and maintain silencers on machinery). The Contractor shall comply with the Noise Induced Hearing Loss Regulations published under the Occupational Health and Safety Act. Appropriate directional and intensity settings are to be maintained on all hooters and sirens. No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.8 Dust Control

The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the Engineer 48 hours in advance of anticipated 'unavoidable' dust generating activities. The Contractor shall take all reasonable measures to minimize the generation of dust because of construction activities to the satisfaction of the Engineer.

Appropriate dust suppression measures include spraying or dampening with water, using a commercial dust binder, rotovating straw bales, planting of open cleared space and the scheduling of dust-generating activities.

If the conditions are such that the Contractor cannot satisfactorily dampen the dust, then the Engineer may halt operations until such time as the conditions are more suitable for lower dust generating construction.

Damping of all gravel haul and access roads with water must be ongoing and special attention must be given to roads close to residential areas. Should dust still be a problem on any specific road, the allowable speed will be reduced to 20km/h. If dust is still a problem the road should be treated with a commercial dust binder, as required, to form a cohesive layer that will control the dust on the road. Areas that are to have the topsoil stripped for construction purposes must be limited and only stripped when work is about to take place.

Other activities and situations that may result in a dust nuisance include site clearance and other earth moving operations, open cleared space, stockpiles of topsoil or sand and activities associated with concrete batching plants. A Method Statement detailing how dust will be managed for different operations on the site must be submitted to the Engineer for his approval before any work that could result in dust being generated is undertaken.

5 CONSTRUCTION

5.1 Method Statements

The following Method Statements, as well as any required by the Project Specification, shall be provided by the Contractor and submitted with the Environmental File for reviewing and approval upon to the awarding of a Contract and prior commencement of construction work.

5.1.1 Solid waste management (Clause 3.3)

Expected solid waste types, quantities, methods and frequency of collection and disposal as well as location of disposal sites.

5.1.2 Contaminated water (Clause 3.6)

Methods of minimising, controlling, collecting and disposing of contaminated water.

5.1.3 Contractors SHE Officer (Clause 5.2)

The name and letter of appointment of the Contractors SHE Officer must be given to the Engineer and the terms of reference for the work to be undertaken by the SHE Officer must be detailed including time on site, CV, roles and responsibility, interaction with the Contractor and environmental offices, etc.

5.1.4 Site division (Clause 5.4)

The location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, bulk mixing plant and other infrastructure required for the running of the project)

5.1.5 Emergency procedures (Clause 5.10)

Emergency procedures for fire and accidental leaks and spillages of hazardous substances (including fuel and oil). Include details of risk reduction measures to be implemented including firefighting equipment, fire prevention procedures and spill kits (materials and compounds used to reduce the extent of spills and to breakdown or encapsulate hydrocarbons). Other Method Statements that will be required during construction are to be provided by the Contractor a minimum of 20 days prior to commencement of the works or activities to which they apply (no work can commence on site before these Method Statements have been approved):

5.1.6 Importing of material (Clause 3.1)

Detail the source of any gravel, soil, aggregate or sand imported onto site and precautions taken to ensure no vegetative contamination.

5.1.7 Hazardous substances (Clause 3.5)

Details of any hazardous substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

5.1.8 Cement and bulk mixing plant (Clause 3.7)

Location, layout and preparation of cement/ concrete mixing areas including the methods employed for the mixing of concrete and particularly the containment of runoff water from such areas and the method of transportation of concrete.

5.1.9 Fuel storage and use (Clause 4.1)

The design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks.

5.1.10 Workshop and drip trays (Clause 4.6)

Location, layout, design and pollution control for Workshop as well as management of drip trays under plant.

5.1.11 Dust (Clause 4.8)

Details on the methods for managing dust on the site.

5.1.12 Environmental awareness training (Clause 5.3)

Number, dates, trainer and logistics for the initial awareness courses for the Contractor's employees and for the management Staff.

5.1.13 Access Routes (Clause 5.7)

Details, including a drawing, showing where and how the access points and routes will be located and managed. Any additional Method Statements as required by the Engineer, or the Project Specification must be provided by the Contractor. The Contractor shall not commence the activity until the Method Statement has been approved in writing and shall, except in the case of emergency activities, allow a period of 20 working days for approval of the Method Statement.

The Engineer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment more than that permitted by the Specifications or any legislation. Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel and subcontractors. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract. No claim for delay or additional cost incurred by the Contractor shall be entertained due to inadequacy of a Method Statement.

“Details of the following appointments are required within 7 days before commencing work on site”:

5.1.14 Assistants to the Contractor's SHE Officer (Clause 5.2) (if applicable)

The name and appointment letter of the assistants to the Contractor's SHE Officer must be given to the Engineer and the work to be undertaken by these assistants must be detailed including time allocated to these roles and their responsibility and interaction with the Contractor's SHE Officer.

5.1.15 Fire Officer/Marshall (Clause 5.9)

The name and appointment letter of the Fire Officer/Marshall must be given to the Engineer.

5.2 Contractor's SHE Officer

The Contractor shall appoint a Contractor's SHE Officer who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall submit the name of the Contractor's SHE Officer as well as a Method Statement detailing his CV, roles and responsibilities to the Engineer for his approval before work can commence on site.

The Contractor will also appoint reliable staff, who will assist and report to the Contractor's SHE Officer, to the following positions:

- Litter Assistant to ensure that the site is cleaned every day and that dustbins are not overflowing, and litter does not blow off the site into the surrounding areas.
- Hydrocarbon and Contaminated Water Assistant to ensure that any hydrocarbon spills or leaks are dealt with immediately, vehicles are not leaking hydrocarbons on site, there is no pollution of any water course/ drainage system on or adjacent to site due to any construction activities, all stationary plant has bunds around them that are kept in good working order, the fuel storage and refuelling area is free of spills and leaks of hydrocarbons and any other issues to do with hydrocarbon housekeeping on site. He will also ensure that no contaminated water is escaping onto the site and that the toilets are kept in a clean and good working condition.

- Demarcation and Dust Assistant to ensure that all fencing and demarcation is in place when it is required and that such fencing or demarcation is in good order daily. This person will also be responsible to ensure that excessive dust is not generated from the construction area and will ensure that the roads are watered, and other areas dampened where necessary and any other actions taken to limit dust generation from site.

These appointments will be made within 7 days before commencing of work on site and will be given to the Engineer in writing.

5.3 Environmental awareness training

Environmental awareness training courses shall be run for all personnel on site. Two types of course shall be run, one for the Contractor's and Subcontractor's management and one for all site staff and labourers. Courses shall be run in the morning during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register on completion that clearly indicates participant's names, a copy of which shall be handed to the Engineer.

The size of each session shall be limited to **30** people. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organisation of these courses shall be submitted. Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel and Subcontractors involved with the Works.

5.3.1 Training course for management and foremen

The environmental awareness training course for management shall include all management staff and foremen. The course, which will be presented by the Engineer's SHE Coordinator, will be of approximately one-hour duration. The initial course shall be undertaken not less than 7 days prior to commencement of work on site. Subsequent courses shall be held as and when required.

5.3.2 Training course for site staff and labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor's SHE Officer from material provided by the Engineer unless otherwise required by the Project Specification. The course will be approximately one-hour long. The course shall be run not more than 7 days after commencement of work on site with sufficient sessions to accommodate all available personnel. Subsequent courses shall be held as and when required.

5.4 Site division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. A Method Statement detailing the location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, bulk mixing plant and other infrastructure required for the running of the project) shall be submitted to the Engineer. No accommodation for any staff is permitted on the Site.

5.5 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and / or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

5.6 "No go" areas

If so required by the Project Specification, certain areas within or next to the Site shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or materials enter the "no go" areas at any time.

5.7 Access routes/ haul roads

On the Site and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site.

On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr or as directed by the Engineer. The Contractor shall supply the Engineer with a Method Statement detailing the location and management of all access points and roads.

5.8 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with the Environmental Specifications. Construction personnel information posters shall be laminated and erected in all eating areas, workshops and site offices. The Contractor shall ensure that the construction personnel information posters are not damaged in any way, and shall replace them if any part becomes illegible. Examples of these posters will be supplied to the Contractor by the Engineer in electronic format.

5.9 Fire control

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on Site. No open fires shall be permitted on the Site, with the exception of burning of cleared vegetation after approval by the Engineer and relevant authorities. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where there is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to support the rapid spreading of an initial flame.

The Contractor shall appoint a Fire Marshall who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedures to be followed. The Contractor shall forward the name of the Fire Marshall to the Engineer for his approval within 7 days of being on site. The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and natural areas, and at least one fire extinguisher of the appropriate type when welding or other “hot” activities are undertaken. The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires that were started as a result of his activities or personnel, and for any cost relating to the rehabilitation of burnt areas, or consequential damages.

5.10 Emergency procedures

Emergency procedures, including the names and contact details of responsible personnel and emergency services shall be made available to all staff and shall be clearly displayed at relevant locations at the Site. The Contractor shall advise the Engineer of any emergencies on Site, together with a record of action taken, within 24 hours of the emergency occurring. Telephone numbers of emergency services shall also be posted conspicuously in the Contractor's office near the telephone. The Contractor shall submit a Method Statement covering the procedures for the following emergencies:

5.10.1 Fire:

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedures to be followed in the event of a fire.

5.10.2 Accidental leaks and spillages:

The Contractor shall ensure that his employees are aware of the procedures to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that all the necessary materials and equipment for dealing with spills and leaks are always available on Site. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill. Any spills must be cleared, and the contaminated soil/sludge disposed of in an appropriate manner, approved by the Engineer, or at a licensed hazardous waste disposal site.

5.11 Community relations

If so, required by the Project Specification, the Contractor shall erect and maintain information boards in the positions, quantities, designs and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer. The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself and note the date and time that the complaint was resolved. The Engineer shall be responsible for responding to queries and/or complaints and may request assistance from the Contractor's Management Staff.

5.12 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored / rehabilitated to the satisfaction of the Engineer. The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

5.13 Protection of species

5.13.1 Flora

Except to the extent necessary for the carrying out of this Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted. The search and rescue of rare, endemic or endangered species prior to Site clearance must be carried out in accordance with the Vegetation Specifications by the competent service provider. Where the site has dense vegetation the Contractor must at the same time perform bush clearing with the presence of flora search and rescue service provider, depending on the provisions made for this activity and approval by the appointed Engineer. The removal and stockpiling of topsoil must also be carried out in accordance with the Vegetation Specifications.

5.13 2Fauna

Except to the extent necessary for the carrying out of this Works, fauna shall not be removed, injured or disturbed nor shall be killed. Trapping, poisoning and/or shooting of fauna is strictly forbidden. No domestic pets or livestock are permitted on Site. The search and rescue of fauna, endemic or endangered species prior to Site clearance must be carried out in accordance by the competent Service Provider. Where the site has dense vegetation the Contractor must at the same time perform bush clearing with the presence of fauna search and rescue Service Provider, depending on the provisions made for this activity and approval by the appointed Engineer. Trapping or capturing and removal of fauna from site will only be performed by the approved competent Service Provider.

5.14 Stormwater management

Natural run-off must be diverted to stormwater drains where these are available. The Contractor shall take appropriate measures to prevent sand, silt and silt-laden waters from entering stormwater drains, or any surface water course. The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff particularly where excavation and construction activities form temporary channels. Suitable energy breaking devices, cut-off drains, diversions and retention ponds shall be employed to ensure that storm water runoff from the Site is dissipated and does not exceed the capacity of the surrounding stormwater system and excessive suspended solids are settled before they enter the stormwater system or any surface water course. If required in the Project Specification, the Contractor shall submit a Method Statement to the Engineer detailing how stormwater will be managed on Site.

5.15 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occurs due to the fault of the Contractor, rehabilitation shall be carried out to the reasonable requirements of the Engineer and at the expense of the Contractor.

5.16 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

5.17 Recreation

If so, required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.18 Temporary site closure

If the Site is closed for a period exceeding 5 days, the Contractor's SHE Officer in consultation with the Engineer shall carry out the following checklist procedure and ensure that the following conditions pertain and report on compliance with this clause:

5.18.1 Fuels / flammables / hazardous materials stores

- Fuel stores are as low in volume as practicable.
- There are no leaks.
- The outlet is secure and locked.
- The bund is empty.
- Fire extinguishers are serviced and accessible.
- The area is secure from accidental damage through vehicle collision and the like.
- Emergency and contact numbers are available and displayed.
- There is adequate ventilation in enclosed spaces.
- There are no stores or containers within the 1:50 year flood line.

5.18.2 Safety

- Site safety checks have been carried out in accordance with the Occupational Health and Safety Act (No. 85 of 1993) prior to site closure.
- An inspection schedule and log for use by security or contracts staff is developed.
- All trenches and manholes are secured.
- Applicable notice boards are in place and secured.
- Emergency and Management contact details are prominently displayed.
- Security personnel have been briefed and have the facilities to contact or be contacted by relevant management and emergency personnel.
- Night hazards such as reflectors, lighting, traffic signage etc have been checked.
- Fire hazards identified and the local authority notified of any potential threats e.g. large brush stockpiles, fuels etc.
- Pipe stockpiles are wedged / secured.
- Scaffolds are secure.
- Structures vulnerable to high winds secure.

5.18.3 Erosion

- Wind and dust mitigation measures such as straw, brush packs, irrigation etc are in place.
- Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- Re-vegetated areas have a watering schedule and the supply to such areas is secured.
- There are sufficient detention ponds or channels in place.

5.18.4 Water contamination and pollution

- Hazardous fuel stores are secure.
- Cement and materials stores are secure.
- Toilets are empty and secured.
- Refuse bins are empty and secured.
- Bunding is clean and treated with appropriate material that will absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage.
- Drip trays are empty & secure.

5.19 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavation work, including shell middens, Stone Age tools, fossil bones and other artefacts, graves and wrecked vessels, the Contractor shall stop work immediately and inform the Engineer. The Engineer will inform the South African Heritage Resources Agency (SAHRA) and arrange for a palaeontologist/archaeologist to conduct inspection and studies, and if necessary, excavate, the material, subject to acquiring the requisite permits from SAHRA at the following address:

111 Harrington St,
Zonnebloem,
Cape Town,
8001
Postal Address: PO Box 4637
Email: info@sahra.org.za
Telephone: [0214624502](tel:0214624502)

6 TOLERANCES

Refer to Contract document.

7 TESTING

Void

8 MEASUREMENT AND PAYMENT

8.1 Basic Principles

Except as noted below and in the Project Specification as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his Tender.

8.2 Scheduled Items

8.2.1 Protection of stock piles from blowing or washing away:

The spraying or covering of stockpiles, including the supply of the spray or cover material, as required, shall be measured as a lump sum.

8.2.2 Storage of fuel and oils:

The supply, construction, installation, transport, upkeep and removal of all facilities required for storage and management of fuel and oils will be measured as a lump sum.

8.2.3 Cement laden water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for the management of wastewater from concrete operations will be measured as a lump sum.

8.2.4 Contaminated water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for managing contaminated water will be measured as a lump sum.

8.2.5 Storm water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for managing storm water run-off from the site will be measured as a lump sum.

8.2.6 Bunding and management of run-off from workshop areas and supply of drip trays for stationary and “parked” plant:

The supply, construction, installation, transport, upkeep and removal of all facilities required for bunding and managing the run-off from workshop areas as well as all drip trays required will be measured as a lump sum.

8.2.7 Dust management:

The supply, application, transport, upkeep and removal of all materials required to ensure that dust is adequately controlled will be measured as a lump sum.

8.2.8 Fire Control:

The supply, transport, upkeep and removal of all material required for fire control will be measured as a lump sum.

8.2.9 Provision of venue and staff attendance at the environmental awareness training course:

The provision of a venue and staff attendance at the environmental training course will be measured as a lump sum. The sum shall cover all costs incurred by the Contractor in providing the venue and facilities as detailed in the Specifications and in ensuring the attendance of all relevant employees and sub-contractors and their employees, at the training.

8.2.10 Eating areas:

The supply, construction, installation, transport, upkeep and removal at the end of the construction of all eating areas structures shall be measured as a sum.

8.2.11 Ablutions:

The supply, maintenance, regular emptying and removal of toilets shall be measured as a sum.

8.2.12 Site demarcation:

The supply, installation and removal at the end of the construction of all temporary fences shall be measured by length for each type of fence scheduled.

8.2.13 Construction personnel information posters:

The supply, installation and removal at the end of the construction of all construction information posters shall be measured by number of posters for each type of poster scheduled.

8.2.14 Solid waste (including hazardous waste) management

The supply of bins and skips as well as transport of waste to appropriate waste disposal facilities shall be measured as a sum.

8.2.15 Spill kits

The supply, use and replenishment of spill kits, to be used at fuel storage areas and refuelling areas shall be measured as a sum.

8.2.16 Method Statements: Additional Work:

No separate measurement and payment will be made for the provision of Method Statements but, where the Engineer requires a change beyond the requirements of the Specification on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment, then any additional work required, provided it could not reasonably have been foreseen by an experienced Contractor, shall be valued in accordance with the Contract document.

A stated sum is provided in the Schedule of Quantities to cover payment for such additional work.

8.2.17 Work "required by the Project Specification":

Where a clause in this Specification includes a requirement as "required by the Project Specification", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause related to the Project Specification.

ANNEXURE C

Acknowledgement:

I, _____ representing

_____ Principal Contractor have satisfied myself with the content of the Project Environmental Specification (PES) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date

C3.5 SOCIO-ECONOMIC SPECIFICATION



EMPLOYERS REQUIREMENTS:

**APPOINTMENT OF A TURNKEY
CONTRACTOR FOR THE REPAIRS AND
RENOVATIONS TO THE SANDTON
LABOUR CENTRE BUILDING INCLUDING
THE PROVISION AND INSTALLATION OF
A GENERATOR AND WATER TANK.**

Report N°

CDC-NDPWI-REP-011-25

Classification: Restricted

Revision 1.

MAY 2025

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1.0 GENERAL REQUIREMENTS

1.1 General Scope and Employer's Bid Document Drawings

1.1.1 General Scope of Work

The general scope of the Contract comprises mainly of the following:

- a) The design, construction and completion of all building, refurbishment and demolition works;
- b) The design, supply, installation, testing and commissioning of the backup generator including all other mechanical and electrical plant and all other items necessary for a complete and functional installation as specified, including maintenance manuals and as built drawings;
- c) The testing and commissioning of the Works, including Test before completion, Tests on Completion and Tests after Completion;
- d) The training of the DPWI personnel for the operation and maintenance of the Works;

The Contractor shall ascertain all local conditions relevant to the works and associated systems. The Contractor shall do and provide whatever is necessary to fulfil his obligations under the Contract.

The Contractor shall be responsible for ensuring that his design complies with all relevant standards, codes of practice and by-laws including specifications included in the bidding document.

All plant, equipment and material items supplied and/or installed under the Contract shall be well coordinated and be compatible with each other and, where applicable, with existing plant, to form integrated systems. In designing the Works the Contractor shall adopt layouts which will produce efficiency in operation and at the same time make reasonable allowance for optimizing the use of the building for future needs.

Construction documents including drawings, designs and design calculations and the like shall be submitted by the Contractor as required by the Employer's Requirements. The Contractor shall test and commission all plant and equipment supplied and installed under the contract and demonstrate to the Employer that they perform to the specified standards and design requirements.

All staff, labour, materials, consumables, electrical power costs shall be provided by the Contractor during the period of testing and commissioning.

1.1.2 Deliverables based on the scope

The following deliverables are expected from the contractor based on the scope of work as outlined in this document.

Planning & Design (Phase 1)

- a) Detailed Condition Assessment & Testing of infrastructure
- b) Develop preliminary designs (where applicable)
- c) Detailed Bill of Quantities (in line with Priced Activity Schedule)
- d) Project Implementation Plan (including Subcontractor packages)
- e) Detailed Programme
- f) Contract Documentation (i.e. guarantees, insurances & Indemnity)
- g) Obtain the relevant statutory approvals prior to commencing with the next phase (i.e. Construction Work Permit, Building Plan Approval etc.)

Implementation / Construction (Phase 2)

- a) Site establishment
- b) Decanting (where applicable)
- c) Detailed construction documentation i.e. construction drawings, demolition plans, specifications, room data sheets etc.,
- d) Conduct construction activities/ repairs and renovations
- e) Site supervision (Regular inspections and sign-off of completed works)
- f) Contract Administration (Conduct meetings, prepare and submit progress reports, SHE Audits, issue contract instructions)
- g) Progress payment certification.

Close-Out (Phase 3)

- a) Final Account (Signed)
- b) Certificates of Compliance (COC's)
- c) Testing & Commissioning
- d) Occupation Certificate
- e) As-Built Drawings

- f) User Manuals
- g) Close-out report.

The Turnkey Contractor to have in its team all the relevant professionals with appropriate registration with the different Built Environment Councils to be able to carry out all the required/necessary/desired Professional Services that are required to deliver successfully the Sandton Labour Centre Project where such services would be required at various stages of project implementation over the entire duration of the project. Where such work shall include but not limited to provide all professional services such as design, supervision of construction work, sign-off and certification of work done.

The building will be vacated to allow for the works to proceed with no further hindrance.

1.1.3 Employer's Bid Document /Reports

The condition assessment reports provided with the bid documents are intended to show the general condition of the building at the time of assessment to illustrate the required refurbishments to the building. The Employer does not warrant that these capture a definite condition of the building and the Contractor is required to acquaint himself of the prevailing condition and Employers requirements in determining his bid for the works.

1.1.4 Programme of Works

1.1.4.1 Programme

The programme of Work shall be divided into the following periods:

Milestone 1 – Condition Assessment: Detail assessment of the prevailing condition of the building and associated infrastructure, etc. Contractor to produce a detailed assessment report with Bills of Quantities in line with the priced Activity Schedule.

Milestone 2 – Design & Specification: Design of the works including submission of Construction Documents and construction drawings for review;

Milestone 3 - Construction Period – Decanting and removal of existing components including safe storage, construction works;

Milestone 4 - Commissioning & Handover - Putting Plant into operation, completion tests, proving the process and initial instruction and training.

The above periods may overlap as necessary except for the following constraints:

Milestone 3 and subsequent milestones shall not commence until the Contractors detailed construction documentation and detailed drawings have been submitted for review and accepted by the Employer.

1.1.5 Design

1.1.5.1 Design Responsibility

The Contractor shall design the Works in accordance with the Employer's Requirements, including the quality assurance systems specified in the Employers Bid documents. The design shall be based on the proposals submitted with the Contractor's Bid.

For building designs, the Contractor shall provide architectural sketches and drawings that present preliminary designs, including details on the proposed styles, finishes, and other specifications for the various facilities. These drawings and sketches will be reviewed by the Employers Representative. Detailed design work shall proceed only after the Employers Representative has provided written acceptance of the preliminary architectural designs. The Contractor must obtain approval for the building from the relevant local authority before commencing construction on-site.

Regardless of any acceptance by the Employers Representative of the Contractor's Design and Construction Documents, or any comments made (or not made) on matters submitted for review, the Contractor remains fully responsible for ensuring that the design, construction, performance, and operation of the Works comply with the Employer's Requirements.

The Employers Representative may, at any stage of the design, or construction of the Works (prior to the issuance of the Final Certificate), highlight any non-compliance with the Employer's Requirements.

Acceptance, comments, or lack of comments from the Employers Representative do not relieve the Contractor of any of their obligations and responsibilities under the Contract.

Only Construction Documents, including drawings that have been accepted by the Employers Representative, shall be used by the Contractor in carrying out the Works.

1.1.5.2 Criteria for Design Personnel

a) Contractor's Representative

The Contractor's Representative must possess the necessary qualifications and experience that are acceptable to the Employers Representative. They will be responsible for coordinating and overseeing all aspects of the project, from the initiation of investigations and design through to the final completion and commissioning of the Works. Their duties include ensuring that the Works are a well-Employers Representative and cohesive project, in full compliance with the Employer's Requirements.

b) Design Personnel

The Contractor shall have in its team qualified and experienced personnel, acceptable to the Employers Representative, to be responsible for each element of the works listed below. The nominated personnel shall include those specified in the Contractor's Bid for the relevant roles.

- Architectural design
- Structural design
- Mechanical Employers design
- Electrical Employers design
- Quantity Surveying

Once the personnel nominated have been approved by the Employers Representative, no changes to these personnel shall occur unless written approval is obtained from the Employers Representative for the new nominee, who must be at least equivalent to or more qualified than the previously approved nominee. The minimum key requirements are outlined in Section T1.3 – Evaluation and Qualification Criteria.

1.1.5.3 Design Programme

Programme Periods for Review by Employers Representative

The programme shall allow at least 14 days for review of a submission by the Employers Representative and shall include reasonable provision for re-submission of items for review following comments by the Employers Representative.

The programme shall allow for at least 7 days for review by the Employers Representative of items re- submitted by the Contractor.

These periods may be extended depending on the quantities drawings/ documentation to be reviewed.

1.1.6 Review of Submissions

Items submitted for review by the Contractor

The Contractor shall submit to the Employers Representative for review two complete draft sets of Operation and Maintenance Manuals and As-built record drawings. The Employers Representative will assess the suitability of the draft manuals and shall within 10 days of receipt of the manuals either Accept or Reject with comments for further revising by the Contractor.

1.1.7 Site Establishment

1.1.7.1 Water Supply

The Contractor shall arrange for an adequate supply of potable water for their own use, including drinking, washing, sanitation, and general cleaning, in addition to the water required for the construction, testing, and commissioning of the Works.

1.1.7.2 Electricity Supply

The Contractor shall make the necessary arrangements to provide sufficient power to sustain the operations and all construction works as may be required to complete the works.

1.1.7.3 Contractor's Accommodation

The Contractor shall set up, construct, maintain, and later remove all temporary offices, ablution facilities, storage areas, workshops, and similar structures required for the efficient execution and supervision of the Works. The location and arrangement of the Contractor's accommodation must be approved by the Employers Representative. The Contractor is prohibited from establishing any camp or temporary living quarters for staff within or near the Works Site. Additionally, the Contractor shall remove any unauthorized squatters or unofficial camps from the site.

1.1.7.4 Amenities to be Preserved

The Contractor shall minimize any disruption to existing amenities and facilities, whether natural or man-made. Trees shall not be removed unless authorized by the Employers Representative, and site clearance shall be limited to what is strictly necessary for the Works and Temporary Works. The Contractor must ensure that no damage or pollution occurs to existing installations and take proactive measures to minimize any inconvenience to nearby residents, tenants, or buildings.

1.1.7.5 Site Notice Board

The Contractor shall not display, nor allow the display of, any advertisement board on the site without the written consent of the Employers Representative. Any advertisement must also be approved by the Employers Representative before being erected, and it must be removed if the Employers Representative requests it.

1.1.8 Safety, Health and Environmental

Contractor to adhere to provisions as set out in the SHE Specification attached to the bidding documents.

1.1.9 Samples

The Contractor shall provide the Employers Representative with samples of all materials and goods intended for use in the Works, as requested by the Employers Representative. The Contractor is responsible for conducting any necessary tests on these samples. No materials or goods for the

permanent Works shall be used unless the Employers Representative has given written approval for the submitted samples.

1.1.10 Progress Reports and Meetings

The Contractor to submit on a monthly basis progress reports for the Works in a format to be approved by the Employers Representative.

2.1 SCOPE OF WORKS & PERFORMANCE REQUIREMENTS

2.1.1 General All Areas

The Sandton Labour Centre building is severely dilapidated due to inadequate maintenance. The project aims to refurbish the building to an acceptable standard in line with the norms and standards of the DPWI and building regulations and Occupational Health and Safety requirements. The DPWI specification for will apply.

The scope of works includes capital works, repairs and maintenance to buildings; wet/related services; mechanical installation; electrical installations and civil infrastructure and installation of emergency power generator and steel water tank, below are the components of the building to be attended to amongst others:

- Administration offices.
- Public Waiting Area
- Service Counters
- Server Room
- Kitchen
- Break – Away Room
- Staff Ablutions
- Public Ablutions
- Photocopy Room
- Storeroom
- External Works (civil Infrastructure) including Perimeter Wall.

- Roof Covering
- Electrical and Mechanical Installations
- Guard House
- Parking.

2.1.2 Internal Works

2.1.2.1 Office Space

Most of the internal walls are built from dry walls, to be reconfigured as per departments norms and standards. Some of the findings during the assessments are listed below.

- a) New approved roof,
- b) Rectify chipped and broken porcelain tiles.
- c) Rectify dirty paint finish on the walls.
- d) Attend to damaged doors with inadequate ironmongery.
- e) Attend to damaged doors and steel door frames.
- f) Repair wobbling internal dry walls.

2.1.2.2 Staff Ablutions

- a) The staff abluion comprises of male and female ablutions only and there are no provisions for paraplegic. The ablutions are both in a fair condition however, the sanitary fittings are worn out and require to be replaced.
- b) A provision of a unisex paraplegic abluion for staff is required.

2.1.2.3 The Kitchen

- a) Provide an adequate kitchen design, cupboards and fittings.

2.1.2.4 Public Service Area

- a) Reconfiguration of the public waiting area to accommodate the DOEL latest space requirements including the service counters.
- b) Provision for access for people living with disabilities throughout the facility.

2.1.2.5 Server Room

- a) Ensure statutory compliance of the server room including the provision of a raised floor.
- b) Servicing and repairs to the fire suppression system.

2.1.2.6 Documents Storage Room

- a) Provision of a fire suppression system.
- b) Ensure the room complies with standards and regulations for document storage.

2.1.3 External Works

2.1.3.1 Public Ablutions

- a) Replacement of broken doors
- b) Paraplegic ablutions to be rectified to comply with applicable standards and regulations.
- c) Rectify damaged tiles.
- d) Rectify sanitary fittings.
- e) Make good plumbing installation.

2.1.3.2 Walls

- a) Face brick to be cleaned.
- b) Repair as required.

2.1.3.3 Windows

- a) Rectify steel window frames.
- b) Replace broken windowpanes.
- c) All steel window frames that are retained to be painted.

2.1.3.4 Stormwater

- a) Provision of apron slabs around the building.
- b) Repairs to blocked storm water lines and manholes.
- c) Water channels to be cleaned of debris and preventative measures to be implemented.

2.1.3.5 Sewer

- a) Repairs to sewer line to eliminate blockages and ensure compliance with regulations.

2.1.3.6 Water Supply

- a) There are leaks on the supply line that needs repairs as they cause ponding and localised flooding around the building.
- b) Provision of a backup water tank including connection to the system.

2.1.3.7 Rainwater Goods

- a) Attend to dilapidated gutters and down pipes.

2.1.3.8 Roof

- a) Replace leaking and damaged roof

2.1.3.9 Parking Bays

- a) Repairs to the existing parking areas including the structure,
- b) Paving blocks as opposed asphalt are recommended.

2.1.3.10 Perimeter Fence

- a) Repairs to the perimeter wall/ fence.
- b) Repairs to the palisade fencing.
- c) Repairs to the gates at the entrances.

2.1.3.11 Electrical works

- a) Provision of a back-up generator
- b) Repairs to the main and sub distribution boards
- c) Repairs to existing light fittings.
- d) Repairs to small power switched socket outlets (SSO's) and provide additional SSO's where necessary.
- e) The earthing and lightning protection system (E&LPS) installation for the building
- f) Repairs to the security light fittings
- g) Repairs of the existing information and communication technology (ICT) system

- h) The entire electrical installation shall be tested and commissioned and where required be made good to obtain an electrical Certificate of Compliance (CoC) in terms of SANS 10142-2 and SANS 10400 requirements.

2.1.3.12 Mechanical works

- a) Repairs to internal domestic water reticulation system
- b) Provide the back-up water supply linked to the system
- c) The replacement of faulty kitchen equipment
- d) Provide air-conditioning and ventilation systems in offices and for the public space, utilisation of sweep fans for ventilation and air-conditioning (split system) unit to control room temperature.
- e) Provide fire signage in the entire facility.

1.2.1 Specifications

1.2.1.1 Technical Specifications

The infrastructure as highlighted earlier shall conform to the following design guidelines, ensuring the development meets the highest standards of functionality, safety, and sustainability.

- a) SANS 2001 Construction Works (Construction Standard Specifications)
- b) CDC Planning Specification for Contractors
- c) PW371 Department of Public Works Specification: Specification of Materials and Methods to be used
- d) PW350 Department of Public Works Specification: Facilities for Disabled Persons
- e) PW347 Department of Public Works Specification: Civil Engineering Manual
- f) SANS 0400 National Building Regulations
- g) SANS (various) South African Bureau of Standards: National Standards
- h) All other applicable Public Works Specification.

1.2.1.2 Performance Standards

The contractor is hereby expected to conform with the following standards but not limited to;

- a) **SANS Standards:** The South African Bureau of Standards (SABS) which publishes the South African National Standards (SANS) which cover various aspects of construction, from material specifications to safety practices.
- b) **Construction Regulations:** The Occupational Health and Safety Act (OHSA) and its associated regulations set performance standards for health and safety on construction sites. It mandates risk assessments and safety measures to protect workers and the public.
- c) **Quality Assurance:** Implement ISO 9001 standards for quality management systems, ensuring consistent quality in construction processes and outputs.
- d) **Environmental Management:** Compliance with the National Environmental Management Act (NEMA) and other environmental regulations is crucial. This includes assessing the environmental impact of construction projects and implementing sustainable practices.
- e) **Project Management Standards:** The Project Management Institute (PMI) and Association for Project Management (APM) standards are often referenced for effective project management, including scope, time, cost, quality, and stakeholder management.
- f) **Client Requirements:** Performance standards may vary depending on the client's specific requirements, which can include timelines, budget, safety, and quality expectations.
- g) **Training and Competency:** All professional work to be undertaken by a professionally registered individual in each discipline in respect to this project.

In addition to the above standards the contractor is to also meet the standards listed below for performance.

- a) **Design Standards:** Compliance with local regulations and building codes (e.g., zoning laws, fire safety). Architectural and engineering quality to meet client specifications and aesthetic preferences. Sustainable design principles, including energy efficiency and environmental impact.
- b) **Quality Standards:** Specifications that construction materials and workmanship must meet. This includes compliance with local building codes and SANS standards (South African National Standards).



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- c) **Time Standards:** Timelines set for different phases of construction, including project start and completion dates. This involves adherence to scheduling tools like Gantt charts and critical path methods.
 - d) **Cost Standards:** Budgetary constraints that dictate spending on labor, materials, and other project expenses. Cost control measures and estimates are critical to avoid overruns.
 - e) **Safety Standards:** Regulations that ensure the safety of workers and the public, including adherence to the Occupational Health and Safety Act and specific construction regulations.
 - f) **Environmental Standards:** Guidelines for sustainable construction practices, including waste management, resource conservation, and minimizing environmental impact. Compliance with NEMA is essential.
 - g) **Client Satisfaction Standards:** Metrics to assess how well the project meets the client's expectations regarding aesthetics, functionality, and overall project outcomes.
 - h) **Productivity Standards:** Benchmarks for productivity levels, often evaluated by comparing outputs against inputs, measuring labor efficiency, and tracking project milestones.

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SOCIAL AND ECONOMIC DELIVERABLES (LABOUR)

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

It is the desire of the Client and the Implementing Agent that Employment Relations practices, procedures and processes that are implemented within the project are uniform and of the highest possible standard. The objective of this approach is to promote an environment that is healthy, safe, efficient, productive, harmonious, is free of disruption and localises opportunities for communities in close proximity to the project. Such an environment will assist Contractors in implementing their projects successfully.

All contractors, sub-contractors (including SMMEs) and site service providers within the project have a role and responsibility in achieving this objective and accordingly, the Main Contractor is wholly responsible in ensuring the provision, implementation and maintenance of the required socio-economic deliverables.

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

The Implementing Agent shall deploy a part-time Project Social Facilitator to support the project in achieving the socio-economic objectives. The primary role of the Project Social Facilitator is to:

- Consult with the community prior to construction commencement;
- Facilitate the establishment of the Project Support Committee (PSC);
- To source candidates to fill the Community Liaison Officer (CLO) position.

A key component of the socio-economic requirements and obligations is the proper and timely completion of Standard Labour Documentation and the provision of opportunities to local community members. The formats of the Standard Labour Documentation and the support services will be made available in the contract commencement meeting.

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

Labour Management Specification Data

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

The Contractor shall ensure full achievement of the following deliverables throughout the construction duration:

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

L1.1: Labour Risk Assessment

L1.2: Employment

L1.3: Recruitment

L1.4: Wages

L1.5: Inductions

L1.6: Employment Contracts

L1.7: Labour mobilisation and demobilisation

Deliverable L2: Employment of the Community Liaison Officer;

Deliverable L3: Procure and manage a training provider to provide specific training for designated persons.

Deliverable L4: Health and Safety Awareness - the Contractor shall be responsible for promoting Health and Safety on site.

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Deliverable L5: Social Facilitation and Labour Management System Administration – the Contractor shall ensure that employment and training records are loaded onto the Labour Management System;

Deliverable L6: The Contractor shall ensure achievement of socio-economic deliverables and compliance to the established labour management protocols on the whole project (inclusive of all sub-contractors), for the full duration of the project;

Deliverable L7: Community participation.

Deliverable L8: On-site communication structures.

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

Deliverable L9: Employment of local resources - Provide employment opportunities to targeted labour.

L1.1 LABOUR RISK ASSESSMENT:

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

The template for undertaking the risk assessment will be provided by the Implementing Agent upon notification as preferred bidder.

The risk assessment report is to be submitted by the Contractor to the Principal Agent within 14 calendar days of notification as preferred bidder for the Implementing Agent's review and endorsement.

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1.2 EMPLOYMENT:

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

The Contractor is required to provide the anticipated numbers of additional labour required per job title, to be utilised for the duration of the construction project. This submission, in the form of the Additional Labour Histogram as provided by the Implementing Agent, must be inclusive of the total projected additional labour requirements of all sub-contractors and service providers.

The Contractor is required to provide the Project Labour Desk with a quarterly update of the Additional Labour Histogram, or at earlier intervals should the anticipated additional labour requirement differ. All additional labour histograms must include the additional labour forecast of all sub-contractors and on-site service providers.

L1.3 RECRUITMENT:

The Contractor's deliverable is the minimum of 80% labour employed on the project to be residents of Target Areas 1 & 2 as specified below. Priority employment must be provided to residents from Target Area 1.

All such additional local labour shall be employed from the Central Job Seekers' Database, established by the Implementing Agent and managed through the Social Facilitation Agent by Coega Human Capital Solutions, on behalf of the Implementing Agent. The Contractor shall be required to employ the services of the Project Social Facilitator, per Deliverable L7, as a condition of contract, to service the entire project.

The Contractor is permitted to deploy a maximum of 20% non-local seconded labour (i.e. labour who usually residing outside Target Areas 1 & 2) on the Project.

A pre-placement approval process, administered by the Project Social Facilitator on behalf of the Implementing Agent, shall be in effect for all seconded labour.

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In the event that the required skills are not available in the Central Job Seekers' Database, the Contractor must acquire such written confirmation from the Project Social Facilitator in each instance, prior to identifying further seconded labour for approval to be employed on the Project. In such instances where insufficient skills are available in the Central Job Seekers Database, it shall be the Contractor's obligation to source such personnel.

Target Areas:

- Target Area 1 shall be City of Johannesburg which falls within the jurisdiction of the City of Johannesburg Metropolitan Municipality.
- Target Area 2 shall be the geographic area excluding Target Area 1, which falls within the Gauteng Province.

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

L1.4 WAGES:

The Contractor shall, at the time of bidding for the contract, complete and return the Job Forecast schedule setting out the anticipated numbers per job titles of labour to be utilised for the duration of the works, including the numbers of additional local labour and seconded labour to be employed, per job title. This submission must be inclusive of the labour forecast for sub-contractors and service providers.

The rate of pay for General Workers (Task Grade 1) should not be less than the market related rate paid in the area yet may not be less than **R (to be determined by the contractor)** per hour a day.

The contractor shall use the Job & Wage schedule attached to indicate the minimum wage rates to be applied across the different grades/levels on the project as a whole, inclusive of all on site Sub-contractors' and Service Providers' labour. The intention is to promote the application of standard wage rates per job function, across the project.

Wages shall be paid in arrears into each employee's own bank account. The Contractor shall elect whether such wage payments are effected at monthly or fortnightly intervals, where after uniformity of application

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shall be effected by the Contractor across the project as a whole, including all sub-contractors and service providers.

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

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

Such annual wage rate increases must be effected at the same time throughout the construction project per Industry (i.e. all sub-contractors inclusive) and at intervals of no more than 12 months.

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

Such measures could include the proactive introduction of a Central Wage Bureau Service and the temporary cessation (i.e. stopping) of the Sub-contractors / Service Providers works in instances where non-payment of due wages on the scheduled payday are confirmed.

L1.5 INDUCTIONS:

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

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

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

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Attendance registers of all personnel attending Site Induction and any subsequent awareness training must be retained on site by the Main Contractor for the duration of the construction project, and loaded onto Coega's Ncedo Labour Management System.

L1.6 EMPLOYMENT CONTRACTS:

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

The standard form of the limited duration employment contract must be used for all hourly-paid labour (i.e. additional local) will be provided by the Implementing Agent, in consultation with the Contractor, as the standard limited duration employment contract for use on the project.

All seconded personnel deployed to the site must sign a secondment contract of employment before commencing employment on site. The standard form of the secondment contract of employment will be provided by the Implementing Agent, in consultation with the Main Contractor, as the standard secondment employment contract for use on the project.

L1.7 LABOUR MOBILISATION & DEMOBILISATION:

The Contractors must make adequate provision for mobilising and demobilising all personnel employed on the Project, inclusive of pre and post medical assessments.

Deliverable L 2: Employment of the Community Liaison Officer

L2.1 Community Liaison Officer Appointment:

Immediately prior to site establishment, the Contractor must employ the services of the most recently employed Community Liaison Officer (CLO) from the prior phase of the project, as introduced by the Implementing Agent.

If, in the event that the contractor terminates the CLO's contract of employment (limited to proven misconduct / poor performance which would normally result in fair termination), the Contractor is required

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to urgently employ a suitably competent and experienced CLO, within a four week period on a full-time basis for the remaining duration of the Project.

The shortlisting of appropriate CLO candidates should require guidance of the Project Support Committee, yet the Contractor shall make the final selection decision after receiving the prior written CLO appointment approval of the Implementing Agent.

The CLO shall receive a basic rate of pay not less than R13 000 per month. All statutory requirements/deductions are excluded from this amount. A provision of 27% is made to cover these items.

Annual increases in basic rates of pay shall be provided on the anniversary of the employment with the contractor and shall align to the provisions for increments in the appropriate schedule.

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

Deliverable L 3: Implement the National Youth Service in accordance with EPWP policy.

The Contractor under the guidance of Implementing Agent shall implement the National Youth Service in accordance with National Department of Public Works Expanded Public Works Programme policy

Deliverable L 5: Promote HIV/AIDS Awareness on site

L5.1 HIV/AIDS Awareness Training:

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

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

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

Deliverable L 6: Promote Health and Safety Awareness on site

L6.1 Health and Safety Awareness Training:

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

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

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

All Health and Safety awareness training shall be recorded on the Ncedo Labour Management System by the Labour Desk.

Deliverable L 7 Labour Management System Administration – the contractor shall ensure that employment and training records are loaded onto the Labour Management System.

L7.1 SOCIAL FACILITATION AND RECORDING OF LABOUR MANAGEMENT DETAIL

The Contractor must make a provision in the tender for the provision of a social facilitation service to promote the achievement of socio-economic objectives on the project. The Contractor shall engage the Coega Human Capital Solutions (HCS) for the provision of the abovementioned labour management services on the entire project, for the full duration of the project.

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A Service Level Agreement must be concluded between the Contractor and Coega HCS outlining the scope and extent of services. Labour Management Service fees will be invoiced to the contractor on a monthly basis in equal instalments.

All project employment and labour management detail is to be provided by the Main Contractor to the Implementing Agent's Human Capital Solutions team on a weekly basis, in the form and manner as prescribed by the Social Facilitator.

All project employment and labour management detail shall then be recorded on the Ncedo Labour Management System by the Implementing Agent's Human Capital Solutions team, based on the information provided by the Main Contractor.

The Main Contractor is required to submit a monthly labour report on the project as a whole (sub-contractors included), inclusive of recognised training, extracted from the Implementing Agent's Ncedo LMS which must accompany the Main Contractor's monthly payment certificates to the Principal Agent.

Deliverable L 8: The contractor shall ensure achievement of Socio-economic deliverables and compliance to the established labour management protocols on the whole project, for the full duration of the project;

L8.1 COMPLIANCE AUDITING AND NON-ACHIEVEMENT:

The Implementing Agent shall appoint an Employment Relations Compliance Auditor to monitor the adherence to the labour protocols prescribed above.

The Labour Management Compliance Audit template shall be made available at commencement of the project by the Implementing Agent.

The Contractor is required to achieve full compliance to establish labour management protocols (i.e. a demerit score of zero) within 1 month of the non-compliance/s being highlighted.

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

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Additional requirements: The Contractor shall employ its best endeavours to promote labour and community harmony on the project site and in the surrounding community.

Deliverable L9: Community participation

L9.1 COMMUNITY ENGAGEMENT OBLIGATION

The Contractor shall participate in all community engagement activities through the established Project Support Committee (PSC), inclusive of promoting, attending and reporting to a monthly meeting.

The Contractor shall tender accordingly.

Deliverable L10: On-Site communication structures

L10.1 ON-SITE COMMUNICATION

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

The Contractor shall tender accordingly.



SMME SPECIFICATION

SMME UNIT

26 March 2025



DOCUMENT INFORMATION SHEET

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Type of Document : SPECIFICATION FOR THE EMPLOYMENT OF
SMME SUB-CONTRACTORS
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DOCUMENT CONTROL SHEET

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

PROJECT NAME : COEGA INDUSTRIAL DEVELOPMENT SEZ AND EXTERNAL PROGRAMMES

DOCUMENT TITLE : SPECIFICATION FOR THE EMPLOYMENT OF SMME SUB-CONTRACTORS

DOCUMENT No. : SES 003 - 2025

SIGNING OF THE ORIGINAL DOCUMENT

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

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SMME SPECIFICATION

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ACRONYMS

CDC	=	Coega Development Corporation (Pty) Ltd
CIDB	=	Construction Industry Development Board
EM	=	Executive Manager (CDC)
EMEs	=	Exempted Micro Entreprises
FIDIC	=	Fédération Internationale Des Ingénieurs-Conseils
GCC	=	General Conditions of Contract
IP	=	Implementing Agent
JBCC	=	Joint Building Contracts Committee Building Agreement
MT	=	Management Team
NEC	=	New Engineering Contract
PA	=	Principal Agent
PrDir	=	Programme Director (CDC)
PrMn	=	Programme Manager (CDC)
PM	=	Project Manager (CDC)
QSEs	=	Qualifying Small Enterprises
SARS	=	South African Receiver of Revenue
SCM	=	SMME Construction Mentor
SES	=	Specification for Employment of SMME sub-contractors
SMEs	=	Small and Medium Enterprises
SMME	=	Small, Medium and Micro Enterprise
SOT	=	SMME Operation Template

D1 INTRODUCTION

This document contains the specification that governs the procurement of SMMEs as Sub-Contractors on CDC projects. It is one of the methods that are implemented to enhance the development of SMMEs by CDC. This document is binding to the Principal Contractor and is designed for the execution of CDC projects.

D2 APPLICABLE DOCUMENTATION

This Specification is to be read together with following applicable documents:

- (a) Any applicable form of contract used between the Principal Contractor and CDC (JBCC, NEC, GCC and FIDIC)
- (b) Tender Document for the appointment of the Principal Contractor;
- (c) Preferential Procurement Policy Framework Act (PPPFA);
- (d) CDC's SMME Policy;
- (e) CDC's Procurement Policy & Procedure; and
- (f) CIDB's Code of Conduct for all parties engaged in construction procurement.
- (g) The CIDB NCDP framework Practice Note 29: Allocating Sustainable Work Opportunities to Contractor Development Programmes
- (h) CIDB Regulations
- (i) CIDB Inform Practice Note 32 (Application of potential emerging status)

D3 APPLICABLE FORMS

These forms are applicable for implementation of this Specification:

Procurement/ Phase 1

- (a) **SMME 003** SMME Packages Schedule
- (b) **SMME 004** SMME Request Form

Monthly Reporting/Phase 2

- (c) **SMME 005** SMME Manager Monthly Report – SMME SED

Close Out/Phase 3

- (d) **SMME 006** SMME Certificate of Experience

D4. THE SCOPE

This specification governs the procurement of SMME subcontractors on all CDC Projects.

D5. THE DEFINITIONS AND INTERPRETATIONS

For the purposes of this of the Specification, the definitions given in the relevant form of contract used either between the Principal Contractor and the CDC or the Principal Contractor and SMME, other project specifications, together with the following additional definitions shall apply:

“Agreement”: Shall have the meaning assigned thereto in the relevant form of contract;

“Contract Value”: A monetary value that initially is equal to the contract sum that is subject to adjustment;

“Direct Contractor”: A party appointed directly by the employer to do specialist work on site prior to practical completion;

“Domestic Subcontractor”: are specialists and other subcontractors executing work or supplying and fixing any goods and who are selected by the contractor;

“Nominated Subcontractor”: are specialist and other subcontractors executing work or supplying and fixing any goods who may be nominated by the Principal Consultant

"Management Team (MT)": A team that is set up for the contract by the CDC Project Manager, consisting of the Principal Contractor, the Project Quantity Surveyor, the Engineer/Principal Agent, a delegated person from the CDC SMME Unit (PM/PrM, Procurement Representative and Technical Manager) and CDC Project Manager. The function of the MT will be to consult regarding the management of the subcontracts involving SMMEs. The MT will also evaluate the Principal Contractor's performance regarding the goals set for SMME involvements. The CDC Project Manager and the CDC SMME UNIT representative are to decide on the party to chair and lead the MT. Proper minutes of these meetings will be taken by the Principal Agent;

“Selected Subcontractor”: are specialists and other subcontractors executing work or supplying and fixing any goods who may be selected by the contractor in consultation with the Principal Consultant;

“SMME Unit”: Supporting structure provided by the CDC to monitor the procurement and work of SMMEs and provide limited mentoring (business management) services directly to SMME's;

SMME Construction Mentor: Person/support priced for in the project budget by the Principal Contractor, administered through the Principal Contractor to guide, assist and mentor all eligible potential SMMEs tendering and awarded a contract as SMME Subcontractors as per section D of this Specification;

Small, Medium and Micro Enterprises: A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996), providing a Commercially Useful Function as provided in the CDC Procurement Procedures policy;

“Specification” means this document containing the CDC’s specifications for the utilisation of SMMEs on all CDC projects;

Sub-contractor: A contractor who is subcontracted with the Principal Contractor to provide works as part of the total services required by the CDC for that Contract;

SMME Work Allocation: Specified work identified for execution by SMMEs. The identifiers are CDC, Principal Contractor and the PSP;

Training: The process of providing an SMME Contractor with theoretical and practical work allocation specific education as agreed to by the Principal Agent and Contractor;

Guidance: The process of advising an SMME Contractor, in writing regarding the appropriate execution of work bundles in part or whole;

Monitor: To check, correct and oversee the orderly and appropriate execution of the works, as well as the overall assessment of all aspects of the SMME development programme

D6. EMPLOYMENT OF SMMEs

D6.1 SMME Targets

Thirty Five Percent (35%) of the tender value (excluding socio-economic value, escalation, contingency, EPWP allowance (if applicable), and **Value-Added Tax (VAT)**) must be executed by SMMEs. Ten percent (10%) of the committed percentage will be earmarked for designated groups i.e. Women-owned businesses, Youth-owned businesses, Rural/township-based businesses, Military veteran-owned businesses (requisite Military Number confirmed by the Department of Military Veterans), and people living with disabilities(a letter of confirmation from a medical professional is required). It becomes compulsory for the Principal Contractor to achieve this target once committed. The Principal Contractor’s performance against this target will be monitored

monthly through the submission of the mandatory SMME Manager's Monthly Report through monthly form submission (SMME 005).

D6.2 Definition of SMME

A **SMME** is defined as follows:

- (a) A targeted enterprise;
- (b) A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996);
- (c) An entity which must have an active registration status with the **CIDB**, targeted CIDB Grade designations 1 to 6;
- (d) An entity which must be at least 51% black-owned and managed, **and**
- (e) A local entity. Depending on where the site of the CDC project is located, then locality will be judged on a sliding scale, with the **immediate local municipality preferred, followed by the district municipality and then the Province in which the project is located.** .

D6.3 Targeted SMME Participation

The Principal Contractor's SMME participation goal is to be achieved by employing entities in the following categories:

- (a) Built Environment Works; and
- (b) Specialist service providers (e.g. Mechanical, HVAC, Structural Steel, Electrical etc.).

For Built Environment Works, the below mentioned goals are to be achieved:

Description	Thirty Percent Participation target Split	Five SMME Targeted Enterprise
Built Environment Works	35%	EME's - Must be at least 51% black-owned and managed. 10% of the 35% will be set aside for designated groups (Women-owned businesses, Youth-owned businesses, Rural/township-based businesses, Military veteran-owned businesses (requisite Military Number confirmed by the Department of Military Veterans), and people living with disabilities (a letter of confirmation from a medical professional is required).
TOTAL	35.00 %	

D6.4 Contracting Process

After the Award of the Contract, the Principal Contractor will have to start the process as stipulated in this Specification for the involvement of SMMEs to achieve its tendered SMME Participation Goal. This contracting process for subcontracting SMMEs must be completed in accordance with the detailed construction programme of the Principal Contractor for the various works as to ensure momentum of the contract works at all times. The Principal Contractor shall take due cognisance to also programme this SMME contracting process in its detailed construction programme.

- (a) The Principal Contractor must undertake the following tasks in approximately the order given below:
 - (i) Complete and submit the schedule of work(s) to be performed by SMME(s) using form **SMME 003A and B** (attached under [Appendix A](#)) which is to be directly submitted to the SMME Unit by the SMME Construction Mentor when the Principal Contractor submits the detailed construction programme as per the letter of appointment or award.
 - (ii) Start and complete the tender or quotation process in consultation with the MT.
 - (iii) Submit to the SMME Unit the subcontract agreement for review before signing with the SMME.
 - (iv) Sign a subcontract agreement for each work activity with the successful SMMEs;
 - (v) Mentor and monitor the SMME Subcontractors and their work output and quality;
 - (vi) Issue a Certificate of Experience to each Subcontractor;
 - (vii) Go through the tender and appointment phase for replacement SMMEs in the event of termination of an SMME Subcontractor due to failure by them to perform.
- (b) Before the SMME tender phase, the Principal Contractor in consultation with the SMME Unit, shall be responsible for identifying:
 - (i) the scope and extent of the works to be included in any particular SMME subcontract
 - (ii) the total number of subcontracts to be used;
 - (iii) the time at which subcontracts will be used; and
 - (iv) the duration of the subcontract;
- (c) in such a manner as will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as are stated in or as may reasonably be inferred from the conditions of this Specification, due cognisance being taken of:
 - (i) the training and assistance to be provided to the SMMEs in terms of this Specification;
 - (ii) the period allowed in the Appendix to Tender for completion of the contract works in accordance the approved detailed programme of works

- (iii) all constraints and conditions contained in this Specifications, as may impact upon the subcontract.

D7 IDENTIFICATION OF SMME's TO PARTICIPATE AS SMME SUBCONTRACTORS

As an on-going process, the CDC has established a database for all interested businesses to register their interest to work in CDC projects using form available from the CDC's SMME Unit offices or the CDC's website. The CDC then encourages all interested businesses to be assessed and graded according to their sector/industry, specialisation and capabilities through the CIDB. The SMME Unit can assist SMMEs during this process. SMMEs that are in the grading process are graded and captured in CDC's special database called the SMME Supply Pool which supplies the SMMEs to service providers that are looking to employ SMMEs in CDC projects. SMMEs will also be encouraged to keep updating their data (grades and contact details) on this database using form which is available on request from the SMME Unit offices.

The Principal Contractor shall employ SMME subcontractors to the extent specified in the tender Goal Declaration under functionality, or as negotiated with the CDC upon award. The participation level is determined relative to the value of the Accepted Contract Amount, or as adjusted, excluding Contingencies, Contract Price Adjustment Provisions, socio-economic deliverables and Value Added Tax.

- D7.1** The Principal Contractor must request a list of SMMEs from the SMME Unit Office using form **SMME 003 and 004** attached as **Appendix B**.
- D7.2** Within two working days, the SMME Unit will forward the list of SMMEs with their contact person, numbers, and CIDB grades. The Principal Contractor will only invite SMMEs on the list. Any problems encountered during invitation should be reported back to the SMME Unit or the MT before the Site Inspection Meeting (sometimes referred to as the Mandatory meeting).

D8. IDENTIFICATION OF WORK TO BE PERFORMED BY SMME's

D8.1 Tender Stage

The tenderers must, during the tendering stage identify works in accordance with the functionality criteria that can be performed by SMMEs in order to achieve the SMME Participation Goal.

D8.2 Construction Stage

During Construction phase, the Principal Contractor or CDC may identify additional work to be performed by SMMEs above those committed to under functionality. This additional work will also follow the same specification in terms of scheduling and procuring SMMEs for such work.

The Principal Contractor will note that all work measured in the Bills of Quantities is the Principal Contractor's sole responsibility.

The SMMEs will be responsible for procuring all required materials, labour, equipment and any other incidentals to undertake the works subcontracted to them unless otherwise specified by the CDC before tender or approved by the MT during construction.

The Principal Contractor will mentor, supervise and manage the SMME work at all times to ensure compliance with the specifications and drawings. The Principal Contractor shall provide support for SMME contract administration and shall ensure that SMME monthly reports are reviewed, collated and verified by the Principal Contractor before onward submission to the CDC SMME Unit.

D9. TENDER PROCESS FOR SMME's

The tendered SMME Packages Schedule must be registered in form **SMME 003** where after the Principal Contractor will start with procurement of SMMEs to partake in the tendering or quotation process.

SMMEs sourced through a competitive process in conjunction with the SMME Unit and the MT shall not be considered as Nominated Subcontractors unless specifically directed by the CDC.

The following process must be followed by the Principal Contractor unless agreed otherwise with the MT:

D9.1 Tender invitation

A minimum of 6 (six) SMMEs are to be invited for each subcontract to be performed by SMMEs. The Principal Contractor will request the SMME list from SMME Unit using SMME 003 and 004 forms.

The CDC database of registered enterprises is to be used to solicit tenders. Any other SMME(s) that are not registered (or have applied to be registered) on this database will not be eligible for work.

D9.2 Compilation and issue of tender documents

The Principal Contractor shall compile the tender documents (Brief Description, TGP Spec (CRS Number, Original Tax Clearance Certificate, BBBEE Certificate), Contract Wage Schedule –of the Principal Contractor, Contract data, Bill of Quantities, Specification and drawings) in such a manner that it will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as stated in or as may reasonably be inferred from the conditions of this Specification.

All tender documentation shall be issued by the Principal Contractor with all copies of tender documents compiled for the various SMME work packages. The tender or quotation document will be issued to invited SMMEs at NO EXTRA COST and the Principal Contractor is to make due allowance for this cost in its tender price.

D9.3 Facilitate a Mandatory Briefing Session

The Principal Contractor shall facilitate a briefing session for the invited SMMEs. The Principal Contractor will also make sure that all relevant parties' representative of the Principal Agent or Engineer, SMME Unit, CDC Project Manager and Principal Contractor's Occupational Health and Safety Project Manager are present and given an opportunity to present specific aspects of the CDC requirements pertaining to their sections.

D9.4 Assistance to the SMMEs

- (a) The Principal Contractor shall be responsible for ensuring that prospective SMME tenderers fully comprehend the:
 - (i) Implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
 - (ii) Implications of the tendered rates;
 - (iii) Scope and extent of the portion of the works included in the subcontract;
 - (iv) Proper procedures for the submission of the tenders;
 - (v) Procedures and basis on which tenders will be adjudicated and the subcontracts awarded.
- (b) The Principal Contractor shall, in addition to the requirements of the relevant sub clause of the applicable form of contract, teach, guide, assist and mentor all eligible SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Principal Contractor shall:

- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential SMMEs eligible to submit tenders for the particular level of subcontract applicable;
- (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;
- (iii) be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

All with the view to enabling all interested SMMEs to submit valid, balanced, rational tenders.

D9.5 Adjudication

- (a) The Principal Contractor shall receive all tenders at the construction site location identified by it with all sealed tender submissions to be placed in a proper tender box to be provided by the Principal Contractor for this purpose. A submission register is to be maintained by the Principal Contractor for all tenders received.
- (b) All tenders received shall be evaluated by the Principal Contractor and MT for final approval. The draft tender evaluation must be sent to the MT members 2 working days prior to the MT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender valuation must be acceptable to the MT and be agreed upon at the first MT meeting.
- (c) The SMME Unit shall have the right to interview any tenderer for the purpose of:
 - (i) clarifying any aspect of the tender;
 - (ii) verifying the eligibility of the tenderer;
 - (iii) conduct a rate breakdown exercise to clarifying rates and prices
- (d) The Principal Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.
- (e) After the award, the CDC reserves the right to review the transparency of the Principal Contractor's SMME subcontracting and award process.

D9.6 Award of Tenders

The Principal Contractor shall explain his evaluation process of adjudication to the MT for endorsement. All enquiries about the process thereafter will be referred to the SMME Unit Offices.

The Principal Contractor will appoint the work to the successful SMME tenderer where after a subcontract agreement will be signed between the Principal Contractor and the successful SMME tenderer.

It is assumed that the Principal Contractor has allowed adequate time in the construction programme for training of SMMEs and included such training costs for the non-accredited training deemed to be either included in the tendered rates or mark-up provision allowed for the various SMME work packages. the non-accredited training to be provided by a responsible, competent and qualified person/s of the Principal Contractor to each of the awarded SMMEs within five (5) days after award and ten (10) days before the commencement of the works package shall include but not limited to:

- ▶ (a) Compilation and maintenance of the Occupational Health, Safety and Environmental File and compliance with Construction Regulations by a CHS Officer (CHSO) registered with the South African Council for the Project Management Professions – 2 days,
- (b) Setting up and Maintaining Cash Flow, Construction Programme and Method Statement – 2 Days ,
- (c) Setting up and Maintaining Quality Management Plan and Risk Register – 1 Day,
- (d) Basic Conditions of Contract of the relevant contract and setting up short term contracts for labour as per the main contract – 2 Days,
- (e) Balancing of Bill of Quantities, Financial Control and Management – 2 Days,
- (f) Site Administration – Principal Contractor shall provide for each SMME a daily site diary, A4 triplicate book for recording site instructions and a measurement book, train to complete and update – 1 Day;
- (g) Technical Training - Interpretation of Technical Drawings, Setting Out and General -2 Days;
- (h) Weekly Report Writing – 1 Day;
- (i) Methods of Measuring Resource Productivity – 1 Day,
- (j) Measurement of Work Done, Interim Payment Certificate and Compilation – 1Day, and
- (k) Dispute Avoidance and Resolution Procedures – 1 Day.

The CDC Training Compliance Officer will be notified five (5) days prior the commencement of the non- accredited training. Proof of such training is to be recorded on SMME 009 and forwarded to the CDC SMME Unit for capturing & filing.

D10. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

D10.1 Contractual Obligations

In accordance with the provisions of relevant clause of the form of contract being used and subject always to the further provisions of this Specification, the terms and conditions of each subcontract agreement shall be as mutually agreed in writing between the Principal Contractor and the SMME. Each subcontract agreement, which is entered into by the Principal Contractor in accordance with

the requirements of this Specification, shall contain terms and conditions, which assign the responsibilities and liabilities of the two parties to the subcontract.

The terms and conditions of the subcontract agreement shall further be such as to specifically ensure that the provisions of this Specification pertaining to:

- (a) the allowable sources from which workers may be drawn in terms of the contract;
- (b) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (c) any training to be provided to the temporary workforce;

shall apply as is in respect of all workers engaged and employed by any SMME.

D10.2 Compilation

The Principal Contractor shall be responsible for the compilation of each subcontract agreement and ensuring that the terms and conditions are consistent with all requirements therefore as are specified in or reasonably to be inferred from the provisions of this Contract. All costs associated with the tender process including the conclusion of the agreement are for the Principal Contractor's account.

In addition, each subcontract agreement shall be subject to the approval of the SMME Unit, which approval shall be obtained by the Principal Contractor prior to entering into the subcontract.

The Principal Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for the Principal Contractor. The Principal Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this Specification.

D11. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs

The Principal Contractor shall on a fulltime basis closely mentor, manage and supervise all SMMEs and shall manage, guide and assist each SMME in all aspects of management, execution and completion of its subcontract. The Principal Contractor shall provide additional developmental support initiatives to Potential Emerging (PE) status SMME sub-contractors that are recommended for appointment. Such development support shall be determined by conducting a needs analysis and approved by the SMME Unit. The support by the Principal Contractor shall include, but not limited to:- Mentorship, Training, Financial management support, Management support in the improvement of performance and quality of work, and all other construction management services required. This shall typically include the on-site productivity planning and management of:

- (a) **Materials Management:** This includes, assisting the SMME Sub-contractors in planning their material's requirements per stage, ordering the correct materials, preventing over usage (wastage) and under usage of required materials and ensuring that the Material's suppliers invoice the correct materials and ensuring the effective integration with the Materials supplier;
- (b) **Cost Management:** This includes, assisting the SMME Sub-contractors in invoicing correctly to the Principal Contractor, ensuring that the correct amount for the materials is reflected on the invoice and ensuring that all labour is invoiced and paid accordingly;
- (c) **Contract Management:** This includes hands-on practical effective construction contract management and administration to SMMEs to take them through step by step analysis of the entire project life cycle and contract administration tasks and equip them with the skills they need to determine risks associated with each stage of the life cycle. Use practical advice that will show them how to avoid problems and how to approach dispute resolution for optimum results;
- (d) **Health & Safety Management:** This includes training the SMME Sub-contractor in compiling the Occupational Health and Safety File, ensuring that the SMME Sub-contractors are compliant, in the form of PPE, Safety registers, updating of files and general site safety. The Principal Contractor will mentor and assist SMMEs on the induction of labour;
- (e) **Quality Management:** This includes, creating templates for quality management, to be approved by the Engineer/Principal Agent, and ensuring that the SMME Sub-contractors build to the required quality standards as per specifications;
- (f) **Communication Management:** This includes, attending all site meetings and the effective contract management between the Principal Contractor, CDC Project Manager/SMME Unit, Principal Agent, construction labour, materials supplier and the community; all site instructions to SMMEs should be written in the site instruction book. All SMMEs are to communicate through the SMME Construction Mentor on-site to the Main Contractor, failing which communication can be through the CDC SMME Unit and
- (g) **Handover Documentation Facilitation:** This includes, ensuring that all the necessary handover documentation is in place prior to the handing over of houses to the beneficiaries. These may include but not limited to NHBRC requirements, Department's requirement etc.

The extent and level of such management, guidance and assistance, to be provided by the Principal Contractor shall be commensurate with the basic level of subcontract applicable and shall be directed at enabling the SMMEs to achieve the successful execution and completion of his subcontract. Payment for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMMEs and or mark-up provision allowed for the various SMME work packages.

Such support and mentorship shall form part of the monthly reporting by the Principal Contractor to the SMME Unit and MT Meeting.

D11.1 Guide, Assist and Mentor SMMEs

(a) 1. SMME Construction Mentor for the SMME Subcontractors

The CV of the SMME Construction Mentor is to be submitted at tender stage together with those of proposed key personnel. The Principal Contractor shall, guide, assist and mentor all eligible potential SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, including calculation and guidance on rates. The CV of the SMME Construction Mentor is to be reviewed and approved by the CDC SMME Unit.

The Principal Contractor will conduct a compulsory tendering training workshop, provide a venue, study material and allow a period of two (2) days (16 hours) for the training of the prospective SMMEs by a Senior Quantity Surveyor and/or Senior Estimator with ten (10) or more years' experience on Pricing Built Environment Tenders/Bids. Training will comprise but not limited of the following: Mandatory and Compliance requirements, Pricing in relation to the Contract Package Specification, Resource requirements, Completion of Tender Document, Wage Schedule and Occupational Health and Safety Requirements. All costs for providing these services are also deemed included into the tender price.

The Principal Contractor shall employ an SMME Construction Mentor, on a full-time basis, who must attend at site for the duration of the contract. The minimum requirements for this appointment are as follows:

- (a) An accredited National (Higher) Diploma and/or B-Tech/BSc qualification in the Built Environment field of study with a minimum of five (5) or more years' relevant post-graduate construction practical experience and experience in managing subcontractors;
- (b) have a minimum of five (5) or more years in the built environment and experience in the areas identified under D11 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs;
- (c) shall be registered with a professional body in the built environment as a professional and/or as a candidate;
- (d) the ability to transfer skills and assess an SMME's capabilities;
- (e) competence in construction contract administration and dispute resolution;
- (f) competence in commercial aspects of construction contracting; and
- (g) Competence in construction project management activities.

2. The Principal Contractor is to provide for the SMME Construction Mentor with the following:

- (a) Adequate office space fully equipped for him/her to conduct the management of SMMEs on the contract (office desk, chairs, whiteboard, cabinet for filing, etc.) a landline telephone and must be able to accommodate the CDC SMME Representative/s for the duration of the contract. The office must meet the following minimum standards external dimensions 6058 x 2438 x 2850 mm, elevated panels, two number plugs, 80 mm thermal insulation of walls, have air condition unit, PVC Windows 1800 x 1135 with roller shutter, PVC floor covering with increased resistance to abrasion +120 mm on the wall, steel door and standard raster lamp 4 x 18W;
- (b) all stationary as required and a laptop (Intel Core i3, 4 GB RAM, 250 GB hard drive, Wireless, Bluetooth (Built in, not dongle), DVD-RW drive, 15.4" display, USB Keyboard and Mouse, Carry bag, Additional charger, 3 year warranty, SABS Approved and the Principal Contractor is responsible to ensure that all power plugs are 3 prong connections) with all the required software for him/her to conduct his/her duties and internet connectivity to send and receive emails;
- (c) A digital camera of a 22.3 megapixel resolution coming from a full frame CMOS sensor. It also incorporates the DIGIC 5+ image process. The camera should have a 61-point AF module and a wide ISO range from 100 to 25,600, which is further expandable to 102,400. Must be able to add the time, date and geo-tagging to the photo metadata;
- (d) a copy of the contract document and a set of drawings (updated with the latest revision/s as and when issued) for the contract and a printer and/or photocopying machine (Standard functions - Copy, Email, Fax, Print, Scan; Print speed- up to 29 ppm; Connectivity- 10/100BaseT Ethernet, High-Speed USB 2.0, Wi-Fi b/g/n; Duty cycle - Up to 30,000 images/month; Maximum print resolution- 600 x 600 dpi (up to 4800 x 600 enhanced image quality); and
- (e) the soft and/or printed copy of the updated/latest revision of the detailed construction programme for the contract and complete plan of procuring SMMEs on the following forms SMME 003 and 004.

The SMME Construction Mentor will manage the SMMEs and report monthly on progress of each SMME to the MT using SMME 005 form. Such SMME Construction Mentor must be adequately experienced with SMME work(s) and the development thereof and will be subject to the approval of the CDC. The SMME Construction Mentor will render full-time on site assistance to and mentor the SMMEs and such assistance, guidance and mentoring by the Principal Contractor's SMME Construction Mentor shall:

- (i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognizance being taken of the capability which could reasonably be expected of potential SMMEs eligible to execute works for the particular level of subcontract applicable;
- (ii) be given in a manner which does not unfairly prejudice or favour any particular eligible party working on the same site;
- (iii) Identify the gaps in capacity of SMMEs and propose the required training and/or relevant intervention;
- (iv) where a training gap has been identified the SMME Construction Mentor together with the SMME Unit will arrange for the SMME to attend the required training and ensure that it does not delay the progress on site;
- (v) complete all the required SMME and Log Book Forms for each SMME Monthly;
- (vi) Adjudicate the SMME tenders and prepare the adjudication report;
- (vii) Present the Adjudication report to the MT;
- (viii) Assist the SMMEs in preparing Implementation plans for their packages and the required documentation to implement the package / project;
- (ix) Assist the SMMEs in measurements and preparation of payment certificates together with the Principal Contractors Quantity Surveyor on site;
- (x) Monitor the performance of emerging enterprises and update the logbook;
- (xi) Prepare the final payment certificates and certificate of experience for the SMMEs on completion of the awarded package; continuous monitoring of the quality of work of the SMME and providing support where required, taking measurements and samples on site to make sure that the SMME work and the materials meet the specifications and quality standards;
- (xii) negotiate and/or arrange for purchase of materials and payment terms on behalf of the SMMEs, no contra charges are to be applied and the SMME is to be invoiced for materials purchased and must have created value for money; and

- (xiii) maintain the program of the subcontract, ensure continuous monitoring and implementation of necessary interventions.
- (xiv) SMME mentor to advise each SMME of key personnel required on their work, how many labourers are required, what plant is required and at what stage. SMME mentor with the Site Manager set daily production targets for all SMMEs on site, to ensure that they complete their work on time and they are making profit. SMME mentor to invite each SMME Technical personnel with a director and do a daily costing calculation for them to see if they make money or not.
- (xv) Notify each SMME that is not reaching their daily production plan, request recovery plan or assist and advise them to create recovery plan. Also elaborate very early in the project the repercussions of them defaulting i.e., penalties or them losing their profits for prolonging their work.
- (xvi) The principal contractor and Project Manager through SMME mentor or SMME Manager must share any Variation Order occurred in the project and share that work with appointed SMMEs through SMME management processes to ensure fairness and transparency in the project.

The SMME Construction Mentor will guide, assist and mentor the SMME Subcontractors throughout the Contract using SMME 005 to report on performance of the SMME on monthly basis. On completion, the SMME Construction Mentor will issue a Certificate of Completion within seven days after the final completion (form **SMME 006**).

(b) Quality of work and performance of the SMME Subcontractor

The SMME Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Principal Contractor to address and rectify the issues raised by the Principal Contractor, with the exception of points (d) and (e) of clause D11.3, for which the rectification time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor to terminate the Contract provided the MT is satisfied that the Principal Contractor has made every effort to correct the performance by the SMME Subcontractor. The MT will establish a 'change control procedure' for the process of making changes to subcontracts and the work thereof as the contract proceeds.

(c) Training

The SMME Contractors registered in the CDC Database will be assessed in order to identify areas that require intervention and develop a growth plan for the SMME Contractor. Any deficiencies or specific skills that can be addressed during construction stage, the Principal Contractor shall provide such training or skills transfer. The provisional sum will be allowed for under the relevant item in the bill of quantities. It is deemed that the Principal Contractor has allowed for all training requirements to accommodate SMMEs included in the mark-up provision.

The schedule of training requirements for the SMME contractor shall be forwarded to Principal Contractor, using form SMME008 and the Principal Contractor will be required to provide a method statement schedule to address the identified deficiencies. The accredited training provided by the service provider to the SMMEs will include but not limited to:- Project Management, Occupational Health and Safety – Construction Regulations , Resource Productivity, Business Administration, Financial Management, etc. The provisional sum amount will fund the accredited training and training will be done in conjunction with the training and development manager at the CDC SMME Unit.

(d) Reporting

SMME Reporting forms shall form part of the monthly interim payment certificates of the Principal Contractor and failure to submit the required forms and monthly mentorship report will result in the payment certificate being rejected by the CDC.

Form code	Description	Reporting
SMME 003A	SMME Package schedule - Provisional Amount	35% to be completed once off beginning of contract
SMME 003B	SMME Package schedule - PMT identified	35% to be completed once off beginning of contract
SMME 004	SMME Request form	Request for SMME Names for Packages
SMME 006	Certificate of experience	Completion of Project
SMME 009	Declaration form	Monthly

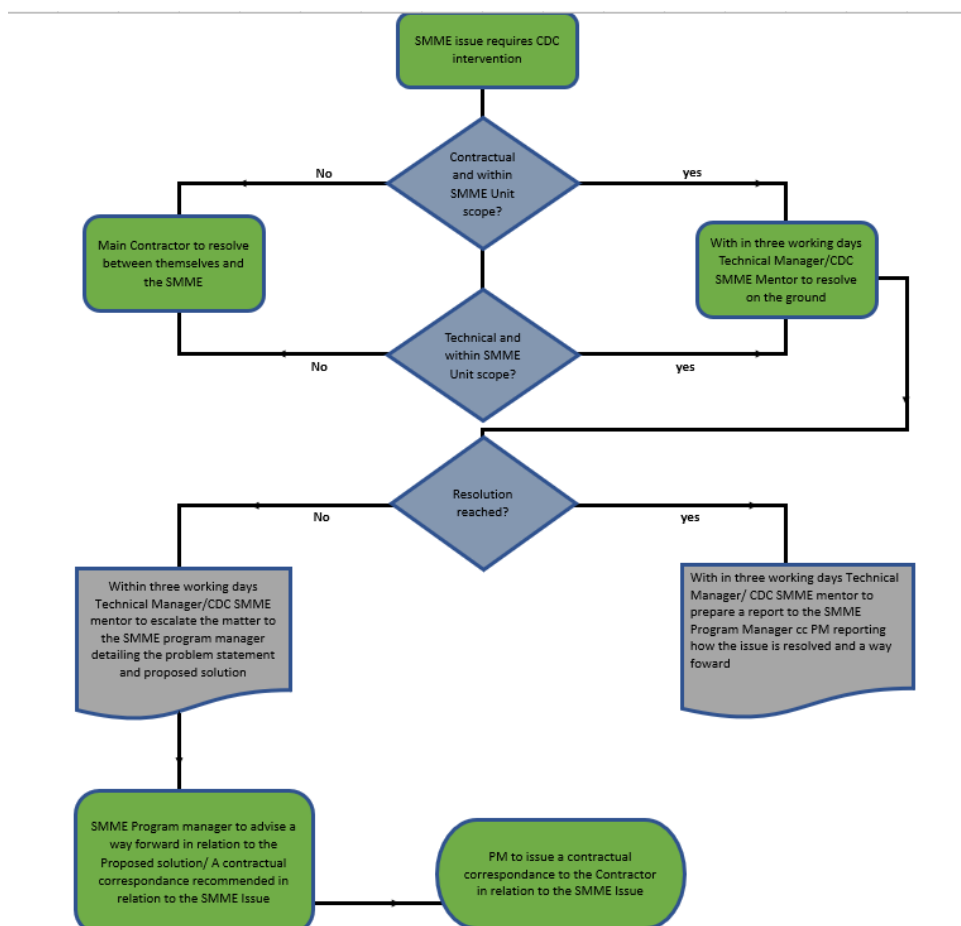
D11.2 Dispute Avoidance and Resolution Procedures

The Principal Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;
- (b) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Principal Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Principal Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract. If any dispute should arise between the Principal Contractor and a SMME such dispute shall be resolved in accordance with the provisions of the subcontract.

Below is a process flow with respect to dispute resolution where an SMME issue is encountered within the contract:



D11.3 Quality of Work and Performance of the SMME

If the SMME, in the opinion of the Principal Contractor, fails to comply with the criteria as listed below, the Engineer/Principal Agent shall issue a written warning to the Principal Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Client. These criteria are as follows:

- (a) Acceptable standard of works as set out in the specifications in the subcontract tender document
- (b) Progress in accordance with the time constraints in the SMME's tender document
- (c) Punctual and full payment of the workforce and suppliers
- (d) Site safety
- (e) Environmental impacts.

The Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Principal Contractor to satisfactorily address the issues raised by the Contractor, with the exception of point (d), for which the response time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor to terminate the contract provided the SMME Unit is satisfied that the Principal Contractor has made every effort to correct the performance by the SMME.

D11.4 Payment to SMMEs

The following payment conditions shall form part of the Sub Contract Agreement entered into between the Principal Contractor and SMME:

- (a) The Principal Contractor shall draw up a schedule with dates of measuring/certifying works, submitting invoices and payment dates. This schedule is to be issued to the CDC Project Manager, SMME Unit, SMME Mentor and awarded SMME's;
- (b) The main contractor will pay all SMME subcontractors appointed directly once certified by the Project Quantity Surveyor.
- (c) The Principal Contractor must instruct the SMME subcontractors to submit their payment certification or claim monthly in line with the requirements of the contract between the CDC and the Principal Contractor to ensure that their claims are processed and paid by the main contractor timeously.

D12. PRINCIPAL CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SMME PACKAGE

The Principal Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this Specification, issue free of charge to the SMME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating:

(a) Contract data:

- (i) Contract title;
- (ii) Contractor's full name and address;
- (iii) Principal agent's name and address;

(b) Subcontract data:

- (i) SMME name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Applicable level of the subcontract;
- (v) Duration of the subcontract;
- (vi) Date of completion of the subcontract; and
- (vii) Description of the training undergone by the SMME;

(c) Certifying the SMMEs completion of the subcontract.

SMME 006 form provides the format, layout and appearance of certificates to be issued but the Principal Contractor may suggest revision to MT for approval which shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Principal Agent/Consulting Engineer and a senior representative of the Principal Contractor, who has been duly authorised thereto.

D13. CONTRACTOR'S LIABILITY

D13.1 No provision or requirement set out in this Specification shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract between the CDC and the Principal Contractor, and the Principal Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

D14. PERFORMANCE GUARANTEE

- D14.1** No provision or requirement set out in this specification shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract, and in accordance with the provisions of the relevant clause of the applicable form of contract, the Principal Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

Any failure or neglect by the Principal Contractor to comply with the provision of the specifications, or any omission or neglect by the Principal Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent/ Consulting Engineer to act in terms of relevant clause of the applicable form of contract.

SMMEs will be required to produce a Performance guarantee in line with the value of the subcontract work as follows:

0 to R2, 000,000 - 0%;

R2, 000,001 to R4, 000,000 - shall be 2.5%;

R4, 000,001 and higher - shall be 5%;

Where such guarantees are provided by SMME subcontractors the return of same will be related to the time when the work carried out by the SMME subcontractor is complete to the satisfaction of the Principal Contractor and the Principal Agent/ Consulting Engineer.

D15. RETENTION

- D15.1** Fifty Percent Retention on SMME subcontractors excluding VAT, will be released half on practical completion and balance on final completion as follows:

Special Condition: Retention on subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the subcontractor is complete to the satisfaction of the Principal Contractor.

D16. MEASUREMENT AND PAYMENT

The price tendered will be deemed to include all incidentals by the Principal Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs negatively affect the contract works in any way, and the Principal Contractor shall be deemed to have included such effects in the handling cost percentage for the different SMME work packages above.

D17. SUBCONTRACTING BY SUBCONTRACTORS

The Principal Contractor is not to permit SMME subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

D18 JOINT VENTURING & CONSORTIUM

The SMME sub-contractors are not permitted to enter into Joint Ventures or form a consortium with other SMME(s) sub-contractors.

D19 REPEAT APPOINTMENTS

The SMME shall be afforded a maximum of two active packages on **ONE** particular CIDB Grade and shall not be considered for any further works until they've provided proof to the SMME Unit of upgrading with CIDB.

This will only apply to SMMEs that have successfully completed their packages within the specified time, achieved the desired quality and adhered to all contractual obligations.

The CDC SMME Unit has the right through the MT to query any or all of the recommendations of the Principal Contractor. Once the MT is satisfied with the recommendations of the Principal Contractor, it reserves the right approve or reject the repeat appointment.

This is to ensure the spread of work, mitigation of risk and realisation of the developmental objectives.

Acknowledgement of SMME Specification	Principal Contractor Representative	CDC Project Manager	Principal Agent
Date:	Name:	Name:	Name:
	Signature:	Signature:	Signature:

C3.6 SMME SPECIFICATION

C3.7 PLANNING SPECIFICATION



Planning Document:

**Planning Specifications For
Contractors.**

Report N°

CDC-CG-SPC-001-17

01 November 2017

DOCUMENT INFORMATION SHEET

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

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DOCUMENT CONTROL SHEET

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

PROJECT NAME : *CDC Planning Specifications*

DOCUMENT TITLE : *Planning Specifications for Contractors*

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

SIGNING OF THE ORIGINAL DOCUMENT

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

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

Distribution:	CDC
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REVISION CHART

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

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

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

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

Basis Of Schedule (Planning Document)

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1. CIDB Grading 1-3

1.1 Introduction

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

1.2 General

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

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

1.2.2.1 Standard Schedule Layout

1.3 Planning and Construction Programme

1.3.1 Submission

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

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

1.3.2 Activities

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

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

1.3.2.3 Be readily measurable for progress;

1.3.2.4 Express the logical progression of the work;

1.3.2.5 Be suitable for critical path and dependency networking;

- 1.3.2.6 Be continuous from start to finish;
- 1.3.2.7 Generally be of a single “trade” or work content;
- 1.3.2.8 The sum total of all activities shall equate the work under the Contract.

1.3.3 Logic and Sequencing

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

- 1.3.3.1 Duration of each activity;
- 1.3.3.2 Early start, early finish and total float of each activity;
- 1.3.3.3 Activities that lie on the critical path(s) as determined by the network;
- 1.3.3.4 Precedence relationships (logic) between activities;
- 1.3.3.5 Dates for submissions to the Employer of documents requiring review;
- 1.3.3.6 Subcontractor tendering, award and mobilisation processes;
- 1.3.3.7 Activities to be completed by others which may affect the timely completion of the Works including;
- 1.3.3.8 Issue of information, materials or equipment for use or incorporation in work;
- 1.3.3.9 Activities, dependent upon any other contractor engaged by the Employer; or
- 1.3.3.10 Review time for required documentation such as specifications, drawings, procedures and calculations.
- 1.3.3.11 Tie in activities to existing services and utilities;
- 1.3.3.12 Statutory approval dates;
- 1.3.3.13 Date for access to the Site;
- 1.3.3.14 Date for access to follow-on contractors;
- 1.3.3.15 Date for Key Events and Milestones;
- 1.3.3.16 Date for Practical Completion of the Works or each Separable Portion;
- 1.3.3.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;
- 1.3.3.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;
- 1.3.3.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

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

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

1.3.4 Equipment allocation

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

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

1.3.5 Construction Programme Commodities

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

1.3.5.2 The Employer utilises the following commodities;

1.3.5.2.1 Concrete (m³)

1.3.5.2.2 Mechanical Equipment (t)

1.3.5.2.3 Platework (t)

1.3.5.2.4 Structural Steel (t)

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

1.3.5.2.6 Electrical and Communication Cables (m)

1.3.5.2.7 Electrical & Instrumentation Terminations (Qty)

1.3.6 Approval of Construction Programme

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

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

1.3.7 Revisions to the Construction Programme

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

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

1.3.7.3 A variation is issued which affects the Construction Programme;

-
- 1.3.7.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or
- 1.3.7.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.
- 1.3.7.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 1.3.7.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 1.3.7.8 Demonstrating that the deviation does not constitute a delay; or
- 1.3.7.9 Providing a course of action to remedy the deviation.
- 1.3.7.10 The revised Construction Programme shall clearly indicate the following:
- 1.3.7.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 1.3.7.12 The revision number and date of issue of the revised Construction Programme.
- 1.3.7.13 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 1.3.7.14 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.
- 1.3.7.15 Supplementary Schedules and Programmes
- The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

1.3.8 Cash Flow

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

1.4 Progress Reporting

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

1.4.1 Progress Reporting

- 1.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 1.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 1.4.1.2.1 The Construction Programme "baseline" activity bar.
 - 1.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 1.4.1.3 Deviations from the 'baseline' Construction Programme will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 1.4.1.4 Overall Schedule.

1.4.2 Progress Monitoring and Corrective Action

- 1.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 1.4.2.1.1 Percentage complete;
 - 1.4.2.1.2 Forecast completion date;
 - 1.4.2.1.3 Deviations from the baseline programme; and
 - 1.4.2.1.4 Actions required remedying any deviations.
- 1.4.2.2 Progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative.

1.4.3 Monthly Status Report (Planning Aspects Only)

- 1.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 1.4.3.2 The report shall include but not be limited too:
 - 1.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

-
- 1.4.3.2.2 Progress against the approved Construction Programme;
 - 1.4.3.2.3 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 1.4.3.2.4 Status of approvals;
 - 1.4.3.2.5 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 1.4.3.2.6 Summary of work activities planned for the following period;
 - 1.4.3.2.7 Cash flow status versus the original forecast and;
 - 1.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

2. CIDB Grading 4-6

2.1 Introduction

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

2.2 General

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

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

2.2.2.1 Standard Schedule Layout

2.2.2.2 S-Curve

2.3 Planning and Construction Programme

2.3.1 Submission

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

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

2.3.1.3 Activities

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

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

2.3.1.5 Be readily measurable for progress;

2.3.1.6 Express the logical progression of the work;

- 2.3.1.7 Be suitable for critical path and dependency networking;
- 2.3.1.8 Be continuous from start to finish;
- 2.3.1.9 Generally be of a single “trade” or work content;
- 2.3.1.10 Be fully resourced; and
- 2.3.1.11 The sum total of all activities shall equate the work under the Contract.

2.3.2 Logic and Sequencing

- 2.2.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:
 - 2.3.2.1 Duration of each activity;
 - 2.3.2.2 Early start, early finish and total float of each activity;
 - 2.3.2.3 Activities that lie on the critical path(s) as determined by the network;
 - 2.3.2.4 Precedence relationships (logic) between activities;
 - 2.3.2.5 Dates for submissions to the Employer of documents requiring review;
 - 2.3.2.6 Subcontractor tendering, award and mobilisation processes;
 - 2.3.2.7 Activities to be completed by others which may affect the timely completion of the Works including;
 - 2.3.2.8 Issue of information, materials or equipment for use or incorporation in work;
 - 2.3.2.9 Activities, dependent upon any other contractor engaged by the Employer; or
 - 2.3.2.10 Review time for required documentation such as specifications, drawings, procedures and calculations.
 - 2.3.2.11 Tie in activities to existing services and utilities;
 - 2.3.2.12 Statutory approval dates;
 - 2.3.2.13 Date for access to the Site;
 - 2.3.2.14 Date for access to follow-on contractors;
 - 2.3.2.15 Date for Key Events and Milestones;
 - 2.3.2.16 Date for Practical Completion of the Works or each Separable Portion;
 - 2.3.2.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities
 - 2.3.2.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities

- 2.3.2.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;
- 2.3.2.20 Off Site and on Site activities shall be clear and identifiable;
- 2.3.2.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

2.3.3 Man-hour allocation

- 2.3.3.1 Scheduled Direct Labour Hours – Per Activity.

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

- 2.3.3.2 Direct Labour Hours – Total.

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

- 2.3.3.3 Direct Labour Workforce Histogram

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

2.3.4 Equipment allocation

- 2.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities
- 2.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

2.3.5 Contractor 'S-Curve'

- 2.3.5.1 The Contractor shall submit progress S-Curves for the overall Contract
- 2.3.5.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.
- 2.3.5.3 The S-Curves shall be presented using the approved templates provided by the Employer.
- 2.3.5.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the monetary value of the phase.
- 2.3.5.5 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

2.3.6 Construction Programme Commodities

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

2.3.6.1 The Employer utilises the following commodities;

2.3.6.1.1 Concrete (m³)

2.3.6.1.2 Mechanical Equipment (t)

2.3.6.1.3 Plate work (t)

2.3.6.1.4 Structural Steel (t)

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

2.3.6.1.6 Electrical and Communication Cables (m)

2.3.6.1.7 Electrical & Instrumentation Terminations (Qty)

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

2.3.7 Approval of Construction Programme

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

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

2.3.8 Revisions to the Construction Programme

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

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

2.3.8.3 A variation is issued which affects the Construction Programme;

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

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

-
- 2.3.8.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 2.3.8.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 2.3.8.8 Demonstrating that the deviation does not constitute a delay; or
- 2.3.8.9 Providing a course of action to remedy the deviation.
- 2.3.8.10 The revised Construction Programme shall clearly indicate the following:
- 2.3.8.10.1 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 2.3.8.10.2 The revision number and date of issue of the revised Construction Programme.
- 2.3.8.11 The revised Construction Programme shall be accompanied by a revised S-Curve
- 2.3.8.12 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 2.3.8.13 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

2.3.9 Supplementary Schedules and Programmes

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

2.3.10 Cash Flow

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

2.4 Progress Reporting

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

2.4.1 Progress Reporting

- 2.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 2.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 2.4.1.2.1 The Construction Programme “baseline” activity bar.
 - 2.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 2.4.1.3 The progress ‘S-Curves’;
- 2.4.1.4 Deviations from the ‘baseline’ Construction Programme together with the ‘S-Curves’ will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 2.4.1.5 Overall Schedule.
- 2.4.1.6 2 week look ahead Schedule.

2.4.2 Progress Monitoring and Corrective Action

- 2.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 2.4.2.1.1 Percentage complete;
 - 2.4.2.1.2 Forecast completion date;
 - 2.4.2.1.3 Deviations from the baseline programme; and
 - 2.4.2.1.4 Actions required remedying any deviations.
- 2.4.2.2 Weekly progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer’s Representative. The Contractor’s Weekly Progress Report will be used as the discussion tool for the weekly progress meeting.

2.4.3 Monthly Status Report (Planning Aspects Only)

- 2.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 2.4.3.2 The report shall include but not be limited too:
- 2.4.3.3 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

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- 2.4.3.4 Progress against the approved Construction Programme;
 - 2.4.3.5 Summary of progress achieved during the period using progress 'S-Curves';
 - 2.4.3.6 List of milestones achieved during the period;
 - 2.4.3.7 Status of design, procurement, off-site works, and construction;
 - 2.4.3.8 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 2.4.3.9 Status of approvals;
 - 2.4.3.10 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 2.4.3.11 Summary of work activities planned for the following period;
 - 2.4.3.12 Cash flow status versus the original forecast;
 - 2.4.3.13 The Progress Report shall be submitted for review prior to the monthly progress meetings.

3. CIDB Grading 7-9

3.1 Introduction

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

3.2 General

- 3.2.1 The Contractor shall comply with the requirements of this Attachment.
- 3.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:
- 3.2.3 Standard Schedule Layout
- 3.2.4 S-Curve

3.3 Planning and Construction Programme

3.3.1 Submission

- 3.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.
- 3.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

3.3.2 Activities

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

- 3.3.2.1 Be at level 4;
- 3.3.2.2 Be an activity of work, not a piece of equipment;
- 3.3.2.3 Be readily measurable for progress;
- 3.3.2.4 Express the logical progression of the work;

- 3.3.2.5 Be suitable for critical path and dependency networking;
- 3.3.2.6 Be continuous from start to finish;
- 3.3.2.7 Be located in a single geographical area;
- 3.3.2.8 Generally be of a single “trade” or work content;
- 3.3.2.9 Be compatible with quality assurance plans;
- 3.3.2.10 Be fully resourced; and
- 3.3.2.11 Be capable of producing commodity based reports
- 3.3.2.12 The sum total of all activities shall equate the work under the Contract.

3.3.3 Logic and Sequencing

- 3.3.3.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:
 - 3.3.3.1.1 Duration of each activity;
 - 3.3.3.1.2 Early start, early finish and total float of each activity;
 - 3.3.3.1.3 Activities that lie on the critical path(s) as determined by the network;
 - 3.3.3.1.4 Precedence relationships (logic) between activities;
 - 3.3.3.1.5 Subcontractor tendering, award and mobilisation processes;
 - 3.3.3.1.6 Activities to be completed by others which may affect the timely completion of the Works including;
 - 3.3.3.1.7 Activities, dependent upon any other contractor engaged by the Employer; or
 - 3.3.3.1.8 Review time for required documentation such as specifications, drawings, procedures and calculations.
- 3.3.3.2 Tie in activities to existing services and utilities;
- 3.3.3.3 Statutory approval dates;
- 3.3.3.4 Date for access to the Site;
- 3.3.3.5 Date for access to follow-on contractors;
- 3.3.3.6 Date for Key Events and Milestones;
- 3.3.3.7 Date for Practical Completion of the Works or each Separable Portion;
- 3.3.3.8 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities;

- 3.3.3.9 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;
- 3.3.3.10 Off Site and on Site activities shall be clear and identifiable;
- 3.3.3.11 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

3.3.4 Construction Programme Resources

- 3.3.4.1 The Contractor shall submit histograms showing the direct labour required to complete the work under the Contract based on the approved Construction Programme.
- 3.3.4.2 The histograms shall be prepared from the schedule.
- 3.3.4.3 Equipment requirements / utilisation bar charts shall be submitted to the Employer for all Site plant and mobile equipment required to complete the work under the Contract.

3.3.5 Man-hour allocation

- 3.3.5.1 Scheduled Direct Labour Hours – Per Activity.
- 3.3.5.2 For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.
- 3.3.5.3 Direct Labour Hours – Total.
- 3.3.5.4 The total of the direct labour hours per week shall be calculated after activities have been resource levelled.
- 3.3.5.5 Direct Labour Workforce Histogram
- 3.3.5.6 The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

3.3.6 Equipment allocation

- 3.3.6.1 Special tools and mobile equipment shall be assigned to their respective activities
- 3.3.6.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

3.3.7 Contractor 'S-Curve'

- 3.3.7.1 The Contractor shall submit progress S-Curves for the overall Contract and each of the phases of the Contract.
- 3.3.7.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

- 3.3.7.3 The S-Curves shall be presented using the approved templates provided by the Employer.
- 3.3.7.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the dollar value of the phase.
- 3.3.7.5 All S-Curves shall be developed using the 'Earned Value Method'. This method applies a weighted value (WV) to all measurable components of the Works.
- 3.3.7.6 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

3.3.8 Construction Programme Commodities

- 3.3.8.1 The Construction Programme site activities shall be loaded with applicable commodity quantities. Commodity curves shall be produced for forecast installation and actual installation quantities from this data. Offsite fabrication of structural steel, platework and spooling of pipework shall also be reported.
- 3.3.8.2 The Employer utilises the following commodities;
 - 3.3.8.2.1 Concrete (m³)
 - 3.3.8.2.2 Mechanical Equipment (t)
 - 3.3.8.2.3 Plate work (t)
 - 3.3.8.2.4 Structural Steel (t)
 - 3.3.8.2.5 Pipework (m) & Diameter Inch's (Inch)
 - 3.3.8.2.6 Electrical and Communication Cables (m)
 - 3.3.8.2.7 Electrical & Instrumentation Terminations (Qty)
- 3.3.8.3 Commodity Curves shall be presented in the same format as the S-Curves.

3.3.9 Approval of Construction Programme

- 3.3.9.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.
- 3.3.9.2 Provided the Construction Programme is in accordance with this Attachment 10, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

3.3.10 Revisions to the Construction Programme

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

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- 3.3.10.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;
- 3.3.10.3 A variation is issued which affects the Construction Programme;
- 3.3.10.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or
- 3.3.10.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.
- 3.3.10.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.
- 3.3.10.7 The Contractor shall address identified deviations from the Construction Programme by either:
- 3.3.10.8 Demonstrating that the deviation does not constitute a delay; or
- 3.3.10.9 Providing a course of action to remedy the deviation.
- 3.3.10.10 The revised Construction Programme shall clearly indicate the following:
- 3.3.10.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and
- 3.3.10.12 The revision number and date of issue of the revised Construction Programme.
- 3.3.10.13 The revised Construction Programme shall be accompanied by a revised manning histogram and S-Curve with an additional data line called 'reforecast planned progress'.
- 3.3.10.14 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.
- 3.3.10.15 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

3.3.11 Supplementary Schedules and Programmes

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

3.3.12 Cash Flow

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

3.4 Progress Reporting

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

3.4.1 Progress Reporting

- 3.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;
- 3.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:
 - 3.4.1.2.1 The Construction Programme "baseline" activity bar.
 - 3.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.
- 3.4.1.3 The progress 'S-Curves';
- 3.4.1.4 Direct Manning Histograms;
- 3.4.1.5 Deviations from the 'baseline' Construction Programme together with the 'S-Curves' will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.
- 3.4.1.6 Overall Schedule.
- 3.4.1.7 2 week look ahead Schedule.

3.4.2 Progress Monitoring and Corrective Action

- 3.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - 3.4.2.1.1 Percentage complete;
 - 3.4.2.1.2 Forecast completion date;
 - 3.4.2.1.3 Manning histograms showing actual and forecast versus baseline figures;

- 3.4.2.1.4 Deviations from the baseline programme; and
- 3.4.2.1.5 Actions required remedying any deviations.
- 3.4.2.2 Progress reviews shall be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative. The Contractor's Progress Report will be used as the discussion tool for the progress meeting.

3.4.3 Monthly Status Report (Planning Aspects Only)

- 3.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.
- 3.4.3.2 The report shall include but not be limited too:
 - 3.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.
 - 3.4.3.2.2 Progress against the approved Construction Programme;
 - 3.4.3.2.3 Summary of progress achieved during the period using progress 'S-Curves' for each of the PCS elements;
 - 3.4.3.2.4 List of milestones achieved during the period;
 - 3.4.3.2.5 Status of construction;
 - 3.4.3.2.6 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;
 - 3.4.3.2.7 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;
 - 3.4.3.2.8 Summary of work activities planned for the following period;
 - 3.4.3.2.9 Cash flow status versus the original forecast;
- 3.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

PART C4: SITE INFORMATION

C4.1 Site Information

The site locality

- The Site is situated at 34 Voortrekker Street, Khowa (Elliot), Eastern Cape Province.
- Coordinates: **(LATITUDE: -31°19'59.36"); (LONGITUDE: 27°51'01.68")**.