



**COEGA DEVELOPMENT CORPORATION (PTY) LTD**

**CONTRACT No. CDC/25/26**

**FOR**

**DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE  
CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA**

**VOLUME 3 (TENDERING PROCEDURES)**

**CLOSING DATE: 14 APRIL 2026**

**CLOSING TIME: 12:00**

<b><u>PREPARED FOR:</u></b> Coega Development Corporation (Pty)Ltd	<b><u>PREPARED BY:</u></b> Owen Thindwa & Associates (Pty) Ltd
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**NAME OF TENDERER: \_\_\_\_\_**

**VOLUME 3**

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## **PART C1: AGREEMENT AND CONTRACT DATA**

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

## C1.1 Form of Offer and Acceptance

The **Employer**, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **NEC 3 Engineering and Construction Contract Option B - Priced Contract with Bill of Quantities** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R (in words)

.....  
.....

R (in figures)

.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Tenderer

Name & signature of witness \_\_\_\_\_

(Insert name and address of organization) \_\_\_\_\_

Date \_\_\_\_\_

**Acceptance**

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

The terms of the contract, are contained in:

**Part C1: Agreements & Contract Data, (which includes this Form of Offer and Acceptance)**

**Part C2: Pricing Data**

**Part C3: Scope of Work**

**Part C4: Site information**

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the authorized representative (s) of both parties.

The tenderer shall within Fourteen (14) working days of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), deliver to the Project Manager, as defined in the contract data a copy of the agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within Five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Tenderer

Name & signature of witness \_\_\_\_\_

**C.1.2 Contract Data**

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA  
 The Conditions of Contract are the **NEC 3 Engineering and Construction Contract Option B Priced Contract with the Bill of Quantities (April 2013)** Copies of these documents may be obtained from the **South African Association of Consulting Engineers (011) 463 2022**

Each item of data given below is cross-referenced to the clause in the NEC 3 Engineering and Construction Contract Option B Priced Contract with the Bill of Quantities to which it mainly applies.

**Part 1: Data provided by the Employer**

CLAUSE	DESCRIPTION	COMMENT
		The <b>works</b> comprise of <b><u>DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA</u></b> (Refer to detailed Scope of Works in Part C3 of the tender document)
		A portion of the site has an existing prefabricated clinical facility.
		The following restrictions apply to the site: (a) Specific entrance point/s will be made available to the contractor for the use of deliveries and such related activity. These entrance points will be identified on site and described in "Methodology since a portion of the site will remain operation (existing clinic) until it has been decanted.
		The geotechnical investigation, geohydrological investigation, EIA exemption and topographical survey of the site has been undertaken. (Refer to site information)
1	General	The conditions of contract are the core clauses and the clauses for the main Option B, Dispute resolution Option W1 and secondary Options X1, X2, X7, X13, Z of the NEC3 Engineering and Construction Contract April 2013.
		<b>DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA</b>
		The <b>Employer</b> is: <b>Coega Development Corporation (Pty) Ltd</b>  Address (physical): Cnr. Alcoyn & Zibuko Streets Zone 1, Coega SEZ GQEBERHA (PORT ELIZABETH) 6000  Address (postal): Private Bag X 6009 GQEBERHA (PORT ELIZABETH) 6000  email: VAT registration number: 403 011 9947
		<b>The Project Manager is:</b> <b>Coega Development Corporation (Pty) Ltd</b>  Cnr. Alcoyn & Zibuko Streets Zone 1, Coega SEZ Gqeberha (Port Elizabeth)

## DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

CLAUSE	DESCRIPTION	COMMENT
		<p>The Supervisor is:</p> <p>CDC Clerk of works (To be identified)  Cnr. Alcoyn &amp; Zibuko Streets  Zone 1, Coega SEZ  Gqeberha (Port Elizabeth)</p>
		The Works Information is in Section C4
		The Site information is in the briefing annexures
		The boundaries of the site are identified in the site information
		The language of this contract is English
		The law of the contract is South African law
		The period for reply is one (1) calendar week
		<p>The Adjudicator nominating body is the person appointed by the Association of Arbitrators,  3rd Floor, Sandown House,  Norwich Close, JHB.  Tel +27118849164  Email June@arbitrators.co.za</p>
		The tribunal is the Association of Arbitrators Southern Africa
3	Time	The starting date is date of the signed letter of appointment and offer and acceptance
		The access dates are to be identified in the approved programme.

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

CLAUSE	DESCRIPTION	COMMENT
		<p>The programme should be in sufficient detail to allow proper management of the works, tracking of progress and assessment of delays. Sufficient detail shall mean sufficient detail to the satisfaction and approval of the Project Manager. The <b>Critical Path</b> to be clearly indicated.</p> <p>All the work required for completion must be present and indicated on the programme.</p> <p>All activities to be linked and the sequence of work must be logical, possible, and feasible.</p> <p>Along with the programme a schedule of outstanding construction information should be submitted. The purpose of which is to indicate what information is regarded as outstanding by the Contractor to complete the project.</p> <p>Specialist design activities, long lead items, manufacturing times as well as all subcontractors' programmes shall be incorporated into the main programme and clearly indicated.</p> <p>The assumptions used for logical relationships and durations of each activity on the programme must be clearly stated or available to the Project Manager. Good practice dictates that each duration should be backed up by a quantity, a production rate and/or a corresponding resource allowance.</p> <p>The programme must be submitted in native format which shall be in MS projects, along with PDF printouts of the programme.</p> <p>The programme must indicate all contractual, completion, beneficial occupation, and sectional completion dates as per the Contract Data.</p> <p>The programme should take account of all holidays, statutory breaks as well the Contractor's own in-house non-working days. These should be deemed to be included in the programme.</p>
		<p>Overall Duration cannot exceed the Contract period of 24 calendar months.</p> <p>The contractor shall allow fifteen (15) working days per year (12 months) for the adverse effect of weather conditions and shall not be entitled to a revision of date for Completion for delays suffered by adverse weather conditions</p>
		<p>The date for contract completion is 24 calendar months from the commencement of contract to closure of project (which includes design development, construction and close out) and this shall include the annual builder's holidays, decanting,</p>

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CLAUSE	DESCRIPTION	COMMENT
		installation of HT Equipment, etc.
4	Testing and Defects	The defects liability period is twelve (12) months after Completion of the whole of the works
		The defects correction period is four (4) weeks
5	Payment	The currency of this contract is the South African Rands (ZAR)
		The assessment interval is thirty (30) calendar days
		The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State.
6	Compensation events	The place where weather is to be recorded is Mthatha
		<p>The weather measurements to be recorded for each calendar month are</p> <ul style="list-style-type: none"> <li>Weather averages</li> <li>Monthly average temperature</li> <li>Rainfall and rain days</li> <li>Monthly average rainfall</li> <li>Snowfall and snow days</li> <li>Monthly average snowfall</li> <li>Max and average wind speed and gusts</li> <li>Pressure</li> <li>Monthly average pressure</li> <li>Cloud and humidity</li> <li>UV index</li> <li>Monthly average UV</li> <li>Sun hours and days</li> <li>Monthly average sun hours and days</li> <li>Visibility</li> </ul>
		The weather measurements are supplied by <a href="http://www.worldweatheronline.com">www.worldweatheronline.com</a>
		The weather data are the records of past weather measurements for each calendar month which were recorded at Mthatha, and which are available from as an annexure within the site information (average of 24 days per year = 48 days over the 24 months contract period).
		<b>Where no recorded data are available</b> Not applicable
8	Risks and insurance	<p>The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is R10m with 5% deductible</p> <p>For the loss of or damage to property (except the works, Plant and Materials &amp;</p>

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CLAUSE	DESCRIPTION	COMMENT
		Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
		The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is _____
	<b>Optional statements</b>	If the tribunal is arbitration,
		The arbitration procedure is to utilize the rules as published by the Association of Arbitrators Southern Africa
		The place where arbitration is to be held is GQEBERHA (PORT ELIZABETH)
		The person or organization who will choose an arbitrator:  (a) if the Parties cannot agree a choice or (b) if the arbitration procedure does not state who selects an arbitrator, it is the person appointed by the Association of Arbitrators, (c) 3rd Floor, Sandown House, (d) Norwich Close, JHB. (e) Tel +27118849164 (f) Email June@arbitrators.co.za
		<b>If the Employer has decided the completion date for the whole of the works</b> (g) The completion date for the whole of the works is 12 calendar months post the contract award date
		<b>If the Employer is not willing to take over the works before the Completion Date</b> (h) The Employer is willing to take over the works before the Completion date
		<b>If no programme is identified in part two of the Contract Data</b> (i) The Contractor is to submit a first programme for acceptance within four (four) weeks of the Contract Date.
		<b>If the period in which payments are made is not three weeks and Y(UK)2 is not used</b> (j) Not applicable
		<b>If there are additional Employers risks</b> (k) These are additional Employers risks (i) The employer is to ensure the town planning requirements are completed to the satisfaction of the local authority.
		<b>If the Employer is to provide Plant and Materials</b> (l) Not applicable
		<b>If the Employer is to provide any of the insurances stated in the insurance Table</b> (m) Not applicable
		<b>If additional insurances are to be provided</b> (n) The Employer provides these additional insurances

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CLAUSE	DESCRIPTION	COMMENT
		1. Insurance against _____ Cover / Indemnity is _____
		<b>The method of measurement is Standard System of Measuring Building Work in South Africa (The latest)</b>
9	Termination	Applicable
W	Option W1	Applicable
W	Option W2	Not applicable
X1	Price Adjustment for Inflation	The proportions used to calculate the price adjustment factors are stated below;
		All pricing shall be fixed for the first 12 months after the tender closing date. The contractor allows escalation/ inflation on the rates for this period.  The Base date for indices is "12 Months after the tender closing date" Price adjustment after "the first 12 months of the tender closing date" for inflation is/ will be in accordance with the Price Adjustment Factor (PAF) which will be applied to the <a href="#">Price for Work Done to Date (PWDD)</a> or the total of the prices to account for inflationary increases in the cost of goods, services, and labor.
X2	Changes in Law	Applicable
X3	Multiple Currencies	Not Applicable
X4	Parent company Guarantee	Not applicable
X5	Sectional Completion	Two sectional completion is applicable: (1) Main Clinic and other buildings (2) Staff accommodation
X6	Bonus for early completion	Not Applicable
X7	Delay Damages	If option X7 is used (but not if option X5 is also used) Delay damages for completion of the whole of the works are 4c per a R100 on for total contract value per calendar day.
X12	Partnering	Not Applicable
X13	Performance bond	The amount of the performance bond is 10% of the total contract value
X14	Advanced payment to the	Not Applicable

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CLAUSE	DESCRIPTION	COMMENT
	contractor	
X15	Limitation of the contractor's liability for his design to reasonable skill and care	Not applicable
X16	Retention	If Option X13 is used Not applicable
X17	Low performance damages	Not applicable
X18	Limitation of Liability	Not applicable
X20	Key performance indicators	Not applicable.
Y(UK)1	Project Bank Account	Not Applicable
Y(UK)2	The housing Grants, Construction and Regeneration Act 1996	Not Applicable
Y(UK)3	The Contracts (Rights of Third Parties) Act 1999	Not Applicable
Z	Additional Conditions of Contract	The Additional Conditions of Contract are:
Z1		<p>In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related P&amp;G will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The project manager shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the project manager is satisfied that the contractor is performing diligently.</p> <p>Similarly, the full amount of the fixed portion of the P&amp;G will be paid only once the successful contractor has fully complied with deliverables under this section.</p>
Z2		The tenderer should provide the client with an indicative cashflow projection outlining the progress targets of which they intent to claim. The document is to be submitted

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CLAUSE	DESCRIPTION	COMMENT
		within two weeks after appointment and on a monthly basis.
Z3		Clause 5. Amended - The employer shall pay to the contractor the amount certified in interim assessments within thirty day (30) of the date of issue of the assessment or the contractors tax invoice whichever is the later date
Z4		The Bills of Quantities shall only be used as a pricing tool and does not supersede the works information, site information and drawings. All works to be executed on site shall be in accordance with drawings and site instructions. The actual works executed on site will be re-measured and adapted to the items outlined within the BoQ. Refer to clause 55.1.
Z5		<p>Tenderers are required to price all individual items in the preliminary and general section of the bill of quantities and should not lump the items into a single sum or amount. This fully priced schedule must be included as part of the priced bill of quantities returnable with tender submission.</p> <p>This pricing requirement shall also apply to all items for Socio Economic Deliverables and Safety, Health and Environment in the bill of quantities. Refer to Specification &amp; BOQ.</p> <p>In general tenderers shall ensure that their bid price includes for the provision of all requirements in terms of the Occupational Health and Safety Act and Regulations, Act (85 of 1993) read with Construction Regulations 2014 and applicable Legislations</p>
Z6		<p>The tenderer shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being always occupied and under the employer's control. The contractor shall not extend his operations into any restricted or undefined areas.</p> <p>The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. With the exception of a section of the site where the existing clinic is, thereby needing coordination and a decanting plan in order to access location. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the Project Manager, the contractor and any other nominated or required party shall be set up to ensure that the contractors' operations are unhindered.</p> <p>Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.</p> <p>The contractor shall comply with the employers' rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.</p> <p>Possession of site shall be given to the Contractor after submission by the Contractor of the documents indicated in the Form of Offer and Acceptance and approval of the</p>

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CLAUSE	DESCRIPTION	COMMENT
		Contractor's Safety, Health and Environmental Plan or approval of construction files and plans.
Z7		There shall be no lien or right of retention held by any contractor in respect of the works executed on site.
Z8		In connection with clause 26.2, the sub-contractors under the contractor to have a minimum professional indemnity cover based on the value of the discipline they represent. This is to be approved by the project manager. Professional liability insurance value not less than R 3million in respect of each claim, without limit to the number of claims. Period of Liability: 5 years or count from completion certification
Z9		<p>The wording of clause 60.4 is hereby altered.</p> <p>A difference between the final total quantity of work done and the quantity stated for an item in the Bill of quantities is a compensation event if: (excluding provisional items)</p> <p>The difference is only as a direct result of a change to the works information.</p> <p>The difference, if only as a direct result of a change to the works information, causes the Defined Cost per unit of quantity to change,</p> <p>The rate in the Bills of quantities for the item multiplied by the final total quantity of work done is more than 0.5% of the total of the prices at the contract Date.</p>
Z11		The contractor shall ensure that he allocates a minimum of 35% of the value of the works to local subcontractors, suppliers and labour in accordance with the employer's contract participation targets set out in the Contract Price Goal schedule of requirements. Failure to achieve the agreed targets will result in the contractor being penalized accordingly.
Z12		<p>The specific requirements for the occupation of existing premises are:</p> <p>Precautions must be taken to secure the construction areas in accordance with the approved SHE Plan</p>
Z13		<p>Provision of temporary services required</p> <p>Water: Option A</p> <p>Electricity Option A</p> <p>Telecom: Option A</p> <p>Ablution Option A</p> <p><b>Note:</b></p> <p>Option A = Contractor at his cost.</p> <p>Option B = Employer free of charge.</p> <p>Option C = Employer metered (contractor cost)</p>
Z14		<p>Penalty for late or non-completion:</p> <p>The contract penalty per calendar day shall be .....4c per R100.....</p>
Z15		The contract value shall be adjusted according to CPAP. The base month for the application of CPAP is the month of closing of the tender.

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CLAUSE	DESCRIPTION	COMMENT
Z16		The Project Manager shall determine the value of adjustments to the contract value according to the priced document. Where items of additional work are required the Project Manager and the Contractor must agree on the adjustment and must obtain written approval from the Employer before the commencement of such work.

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## **PART C2: PRICING DATA**

## C2.1 Pricing Instructions

- 4.1 The Bills of Quantities comprise items covering the Contractor's profit and costs of general liabilities and of the construction of all Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bills of Quantities, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Project Manager/Employer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bills of Quantities.

- 4.2 Descriptions in the Bills of Quantities may differ from those in the Standardized and Project Specifications. The descriptions and specifications in the Bills of Quantities will however take preference over these specifications. The Bills of Quantities have been drawn up generally in accordance with the latest issue of Standard System of Measuring Building Work <sup>1</sup>. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bills of Quantities or, when relevant, to the Standard System of Measuring Building Work, the requirement of the Standard System of Measuring Building Work shall prevail.

- 4.3 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

- 4.4 The amounts and rates to be inserted in the Bills of Quantities shall be the fully inclusive amounts to the Employer for the work described under the several items. Such amounts will cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.

- 4.5 An amount or rate shall be entered against each item in the Bills of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bills of Quantities.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such a group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

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The standard system of measurement of building work published by the Association of South African Quantity Surveyors.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 4.6 The quantities of work measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bills of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bills of Quantities and the quantities certified for payment.

**Ordering materials** is **not** to be based on the Bills of Quantities, but only on information issued for construction purposes.

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

Unit : The unit of measurement for each item of work as defined in the Standard System of Measuring Builders Work

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work Amount  
:  
The quantity of an item multiplied by the tendered rate of the (same) item

Item or Sum : An amount tendered for an item or sum, the extent of which is described in the Bills of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 4.8 The units of measurement indicated in the Bills of Quantities are metric units. The following abbreviations may appear in the Bills of Quantities:

Item - 1 off

No - Units measure in Number

Mm - Millimetre

M - Metre

Km - Kilometre

M2 - Square metre

M3 - Cubic Metre

M3-km - Metre kilometre

T - Ton - 1000 Kg

PC Sum - Prime cost sum

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Prov Sum - Provisional Sum

- 4.9 The Tenderer shall enter extended totals for each summary page and final summary in the Bills of Quantities in **black ink**.
- 4.10 These Bills of Quantities contain pages numbered consecutively in each Bill as indicated in the Index. Before the Contractor submits his Tender he should check the number of pages in every Bill and if any are found missing or duplicated, or the figures or writing indistinct, or the Bills of Quantities contain any obvious errors, he should apply to the Principal Agent at once and have same rectified, as no liability whatsoever will be admitted by the Principal Agent in the respect of errors in the Tender due to the foregoing.
- 4.11 No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, erasure or addition be made, it will not be recognized but the original wording of the Bills of Quantities will be adhered to
- 4.12 Quantities were indicated as provisional are measured provisional and are subject to re-measure on completion of the project.
- 4.13 The totals (Value Added Tax excluded) on the sectional summaries are to be transferred to the Final Summary of the Bills of Quantities in Volume 2 for inclusion in the Total Tender Sum.
- 4.14 Completed Bills of Quantities for all trades clearly filled in, legible and in permanent ink are to be submitted with the tender offer

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

## **PART C3: SCOPE OF WORKS**

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA**C3.1: SCOPE OF WORKS**

CDC/25/26

**DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA**

involves the creation of a turnkey solution for a primary care clinic located. The scheme will involve the planning and construction, and commissioning of a medical facility by the appointed Service Provider. The scheme is envisaged to take 24 months or less to complete following a sequenced programme of activities.

The replacement facility will be constructed as a single project. The delivery mechanism follows a Develop & Construct methodology. The project deliverables are aligned with Framework for Infrastructure Delivery and Procurement Management (FIDPM) will therefore consist of:

- (a) FIDPM Stage 2 Review– Concept; Successful bidder is required to develop conceptual designs, for each of the various disciplines, on the Client approved Site Development Plan and associated General Layout drawings to achieve approval. This deliverable is complete upon approval of the Concept Report;
- (b) FIDPM Stage 3 – Design Development: Successful bidder is required to prepare the requisite drawings, reports and specifications to the determined standard required to achieve approval. This deliverable is complete upon approval of the Design Report; The designs will be developed based on the approved concept report
- (c) FIDPM Stage 4 – Detailed Design: Successful bidder is required to prepare the requisite detailed drawings, reports and material and equipment specifications to the determined standard required to achieve approval. This deliverable is complete upon approval of the detailed design drawings;
- (d) FIDPM Stage 5 – Works: Successful bidder is required to construct the facility as per the approved scope of works. This deliverable is complete when Completion is achieved;
- (e) FIDPM Stage 6 – Hand Over: Successful bidder is required to facilitate the formal commissioning of the facility, training of staff, obtaining of Certificate of Occupancy and hand over of the building. This deliverable is complete when Occupation is achieved;
- (f) FIDPM Stage 7 – Close Out: Successful bidder is required to provide a close out report that fully documents the implementation of the project. This deliverable is complete upon approval of the Close Out Report

The **detailed construction scope of works** for is as follows:

- (i) Bulk earthworks (cut and fill) to construct roads, parking areas, retaining walls and platforms.
- (ii) Installation of anti-climb security fencing, and associated gates along the facility boundary;
- (iii) Bulk services reticulation, relocation (as required) and installation of water, sanitation, waste, electrical & ICT;
- (iv) Construction of a new 8-hour primary healthcare facility including accommodation, using ABT for:
  - Clinical Services, e.g., consulting rooms, counselling, vitals, sputum booths, dispensary;

**DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA**

- Administration and Staff Areas e.g. main and sub-waiting areas, reception, records, ablutions, and staff rest rooms;
  - Public Areas e.g. Community meeting rooms, waiting areas and walkways
- (g) Construction of General Support services facilities e.g. Utilities Building, Waste Management, Guard House and on-site Laundry Room;
- (h) Site security, Guard House and facility-controlled access;
- (i) Removal of existing prefabricated structures (existing clinic) and relocated elsewhere
- (j) Staff Accommodation Homes;
- (k) Mechanical and Electrical installations to all buildings;
- (l) Signage (Internal and External wayfinding, Statutory);
- (m) Landscaping;
- (n) Health Technology, which includes furniture, fitting and medical equipment provision of services for medical equipment supplied by ECDoH;
- (o) Commissioning of the facility and training of ECDoH staff.

Further to the above, the non-infrastructure socio-economic deliverables that also form part of the project scope and shall be achieved, namely:

- (i) Experiential learning opportunities for built environment graduates in the form of internships;
- (ii) Employment opportunities for the members of the local community; and
- (iii) Participation opportunities for local SMME subcontractors in the form of construction work packages

### **C3.1 EXTENT OF WORKS**

#### **1. SITE ACCESS / ACCESS CONTROL**

The proposed PHC and the proposed staff housing confines will attract separate site entrances of which the main contractor will establish and ensure access control thereof.

The main contractor will be required to demarcate and hoard off the work. Hoarding plans will be provided indicating proposed construction site access points. (Hoarding measured in BOQ), the contractor shall ensure that the public is safe and cannot gain entry into the site.

The main contractor is required to provide and secure a separate exclusive site own access, for the entire construction works.

The site access shall be the contractor's responsibility. For main contractor, selected-, domestic-, SMME subcontractors, suppliers, visitors, etc.

The Contractor shall provide and maintain an all-weather temporary graded surface from the site access (gate) for construction area and access to construction site offices. (Not a measured item).

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### **3. CONTRACTOR'S ESTABLISHMENT, OFFICES, ETC**

The Contractor's establishment, offices, stores, etc. will be in the identified area. The "site camp" shall be structured in a manner that takes cognizance of the access needs for the selected-, domestic, SMME subcontractors, suppliers, etc. that are to exist under the auspices of the main contractor.

The Contractor shall ensure access control measures for the entire construction site

The contractor shall ensure that all site camp structures adhere to required regulations i.e.: Safety, Health and Environment (SHE), Standard building regulations for habitable spaces and any other statutory building bylaws.

NO accommodation for any construction related persons is to be erected on the clinic/project site. The Contractor must make his/her own arrangements with external venues for an "accommodation village" for their own teams as well as all the subcontractors.

### **4. SERVICES**

The Contractor to provide their own electricity, water, telefax services and IT services: to be priced under relevant clauses in Preliminary section of Bills of Quantities.

#### **Water:**

The bidders must take into account the water requirements and provide accordingly. There are existing communal taps which have limited water. Area is reliant on rainwater harvesting and nearby river. Contractor to supply own water.

#### **Sewer:**

No existing sewer infrastructure. Currently using septic tanks. Contractor is required to manage the disposal of wastewater generated by the Contractor's staff in an environmentally acceptable manner

### **5. COMMISSIONING/TESTING OF SERVICES:**

The Contractor will provide all required temporary plant, to perform required tests (electricity, water, sewer, gas and any other specialist installation) at Date of Completion for the entire facility

The main contractor shall be responsible to commission the whole services system at completion for the entire building.

### **6. SERVICE ROAD:**

The main contractors should assess the scope of this work and program it accordingly. All roads being used must be maintained and reinstated upon completion.

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**7. EXISTING SECURITY FENCE:**

There are no existing fences on site and this wall has to be carefully taken into account to ensure that the site is safe and secure from public entry, Safety, Health and Environment (SHE) plan must provide a methodology that will be approved by the CHSA.

**8. MATERIAL STORAGE / SECURITY:**

The contractor shall identify and provide a marked-up site plan indicating area/s of material storage for all contractors.

Security of the site is of utmost importance and is the responsibility of the contractor.

**9. EXISTING FUNCTIONS ON SITE:**

Prospective bidders shall comply with required noise- air- pollution & dust control as prescribed in the Safety, Health and Environment (SHE) specification. The construction functions are to be carried out within the site boundaries and not affect the community in utilising the unoccupied areas of the site for their recreational activities and functions. The prospective bidders must take note of the existing prefabricated facilities the project site. The ECDoh shall continue to render clinic services from these facilities throughout the duration of the construction project. The Contractor's activities may not interfere with clinical services, and where this is unavoidable prior notice should be given to the Clinic Manager and planned proactively.

**10. PHASING OF THE WORKS**

The Contractor is required to make allowances for the time required for Client approval of the Planning deliverables. A period of 15 days from the date of submission of the final report must be included in the project programme.

The Contractor shall not have access to the entire site at once, and as such the works must be phased to accommodate the continuous provision of clinic services, throughout the construction duration. The Contractor must also make a time allowance for the relocation of clinic services from the existing prefabricated structures to the new clinic building, once it is ready for Beneficial Occupation. A period of 14 days for the relocation of clinic services must be included in the project programme.

**11. LABOUR PROCUREMENT**

All such additional local labour shall be employed from the Project Job Seekers' Database, established by the Implementing Agent and the contractor shall plan lead time to accommodate labourer inductions and training on life skills before any construction work is commenced.

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**12. AREAS OF START OF CONSTRUCTION & PRESCRIBED CONTRACT DURATIONS**

**12.1 The BOQ is measured and comprises of the following areas.**

- (a) Main Clinic**
- (b) Staff accommodation**
- (c) Support services**
- (d) External services including a sewer package plant**

**12.2 General**

Tracing and relocating existing underground services shall be classified as “enabling works” which should be completed. Known existing services have been shown on the existing topographical, geohydrological, geotechnical surveys drawings but **there** is no guarantee that the exact positions are correct and must be verified by the contractor on site.

There is Eskom infrastructure adjacent to the site. It is to be noted that the contractor shall proceed with enabling works and subsequent civil works with utmost care and understanding to not disrupt the specific Eskom infrastructure.

Contract duration: 18 Calendar months. This period is inclusive of the builders' holiday .

**13. TOTAL CONSTRUCTION PERIOD: 18 Calendar months, including statutory holidays and annual builder's holidays.**

**14. COMMISSIONING AND OPERATIONALIZING**

The HT component of the Commissioning of the Primary Healthcare Facility has a number of key elements which must be considered in the Contractor's program, for the completion of the facility and the achievement of both Completion.

These include:

- (a) The timeous procurement of equipment
- (b) The timeous delivery of equipment
- (c) The quality and acceptance of equipment
- (d) The possible on-site storage of the equipment
- (e) The placement and testing of the equipment

It is envisaged that HT will be required in the period leading up to the date of Completion.

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The Contractor must at time of tender, provide for a period of 7 calendar days between the achievement of Completion on one Section and the start of work on the next Section. This provides for the Commissioning Team to occupy the newly completed Section and vacate the next Section, before work can be recommenced.

**14.1 External works**

- (a) Site clearance
- (b) Demo
- (c) Strip topsoil (Stockpile)
- (d) Bulk earthworks for platforms – Cut to stockpile to fill / cart away
- (e) Interlocking pavers for main road, parking areas, etc. and related layer works.
- (f) Reinforced Concrete paving for helipad
- (g) Clay brick paving for sidewalks, walkways, etc.
- (h) Precast kerbing
- (i) Concrete paving and aprons
- (j) External stainless-steel handrails and balustrades
- (k) Retaining walls – Reinforced Concrete and Gabions
- (l) Carports, etc.
- (m) Stormwater reticulation, consisting of concrete stormwater pipes, Catchpits, manholes, etc
- (n) Sewer reticulation, sewer package plant consisting of PVC sewer pipes, manholes, etc.
- (o) Water reticulation consisting of PVC water pipes etc.
- (p) Entrance wall and signage
- (q) High security fencing and sliding gates
- (r) Temporary fencing (hoarding)

Health Technology equipment will be procured by Contractor

The following specialist electrical and mechanical installations shall be procured / appointed as selected subcontracts:

- (s) Electrical installation
- (t) Bedhead Trunking and ancillary services
- (u) Fire and evacuation installation
- (v) Security installation
- (w) Structured cabling installation
- (x) ICT infrastructure installation
- (y) HVAC ducting installation
- (z) Mobile Medical Gases installation
- (aa) Kitchen equipment
- (bb) Laundry equipment

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

(cc) Autoclave installation

Health Technology equipment will be procured by Contractor

## **15. SEQUENCE OF THE WORKS**

The tenderer will be expected to scrutinize the planned development to execute his own proposed programme for the works and subsequently the sequence of the works that will be submitted to the Project Manager.

The work is detailed in Project Methodology.

## **16. BUILDINGS/SITE OCCUPIED**

The remaining portion of the site is occupied and is used as a clinic, the contractor must ensure that the building site is hoarded according to demarcated boundaries and to ensure that the public is safe and does not have access to the site.

## **17. DECANTING AND MODE OF PROCEDURE**

The contractor will need to decant portions of the existing clinic in a phased approach (to be determined in the planning stages). The decanting procedure shall be incorporated into the methodology and will be indicated on the drawings. Sections of the site will be hoarded in a manner that satisfies Safety, Health and Environment (SHE) requirements and as per the project methodology.

## **18. CONCLUSION**

This methodology document is to be read in conjunction with the entire tender Document, specifications, and annexes that form this package.

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBU MUNICIPALITY IN MTHATHA

## **C3.2 DRAWINGS**



### **C3.3 OCCUPATIONAL HEALTH & SAFETY SPECIFICATION**



***SPECIFICATION:***  
**OCCUPATIONAL HEALTH AND  
SAFETY SPECIFICATION FOR THE  
CONSTRUCTION OF NEW NTSHELE  
CLINIC AT NTSHELE VILLAGE,  
MTHATHA IN THE EASTERN CAPE  
PROVINCE**

Specification N<sup>o</sup>  
**CDC-SBU-SPC-065-25**

**Classification: Public**

***23 October 2025***



## **DOCUMENT INFORMATION SHEET**

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**Document Number** : *CDC-SBU-SPC-065-25*

**Prepared by** : *Siseko Gwavu*

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**Business Unit** : *Sustainability Business Unit (SBU)*

**Prepared for** : *Bidders*

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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 Coega.

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**DOCUMENT TITLE :** *HEALTH & SAFETY SPECIFICATION*

**DOCUMENT No. :** *CDC-SBU-SPC-065-25*

### 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:  <b>23 October 2025</b>	Name:  <b>Siseko Gwavu</b>	Name:  <b>Siyabulela Mabi</b>	Name:  <b>Simphiwe Silwana</b>
	Signature:   <small>Digitally Signed by: Siseko Gwavu SPE Programme Manager 7c54b8fe-e79c-49c9-b0fa-92ffb296ce62 IP Address: 10.0.30.44 Date: 2025/10/23 9:52:02 AM</small>	Signature:   <small>Digitally Signed by: Siyabulela Mabi   40872682-5106-4ae5-8c5e-6fa0eebc7652   2025/10/23 10:33:17</small>	Signature:   <small>Digitally Signed by: Simphiwe Silwana Sustainability Manager: Safety- Health- Environment &amp; Social Impact 494c9186-b4f3-4805-8512-de16421e38bc IP Address: 10.0.99.131 Date: 2025/10/27 6:10:25 PM</small>

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<b>REVISION</b>	<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
Date:	Signature:	Signature:	Signature:
<b>Document Title</b>	<b>Health and Safety Specification</b>		
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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 of 1993) has resulted in severe consequences for Health and Safety 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 for the **Construction of New Ntshela Clinic at Ntshela Village, Mthatha in the Eastern Cape Province**. The OHSS sets out guidelines and minimum levels of awareness and guidance for health and safety requirements for the specific project. Management, supervision, and contractual responsibility for adhering to these requirements rests with Client/Consultants and Contractor/s. All employees are encouraged to be pro-active in compliance. The CDC is committed in ensuring the highest health and safety norms and standards for all work undertaken during planning, production, and closeout stages.

### 1.2 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The purpose of the OHSS is to assist the Consultants/Contractors in achieving compliance with the OHS Act and Regulations and all relevant Legislations revolving the Contractor's scope of works and to reduce potential injuries in the workplace environment. The OHSS is a performance measurement to ensure all stakeholders such as the Client, Consultants, Contractors achieve an acceptable level of OHS performance.

Therefore, the Consultants/Contractors are at all times required to and will remain responsible to address all requirements of the OHS Act and Regulations and all relevant Legislations, norms and standards in the project health and safety plan and implementation thereof. The OHSS is a performance specification to ensure that the CDC and any bodies that enter into formal agreements with the CDC such as Consultants, Contractors achieve an acceptable level of OHS performance.

No advice of any document required by the OHSS for an example hazard identification and risk assessment, health and safety plan or any other form of communication from the CDC shall be interpreted as an acceptance by the CDC of any obligation that absolves the Consultants/Contractors from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the CDC which may result from the Consultants/Contractors failing to comply with the OHSS unless the CDC has issued an instruction to any requirement, i.e. the Consultants/Contractors remain responsible for achieving the required performance levels.

### **1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)**

This OHSS forms an integral part of the Contract, and Consultants/Contractors are required to make it an integral part of their Contracts with Consultants/Contractors and Suppliers. It will be disseminated by the CDC responsible person for the duration of the intended construction works.

The Consultants/Contractors shall sign a CDC acknowledgement at the end of the document that he /she has familiarised him / herself with the content of the OHSS and he / she shall comply with all his / her obligations in respect thereof. The successful Consultants/Contractors will be required to compile a project Health & Safety and Environmental File based on the requirements of the OHS Act and Regulations and relevant Legislations, which will need to be approved by the appointed CDC SHE Project Manager prior commencement with construction work.

## **2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

### **2.1 SCOPE OF WORKS**

The intended scope of works is entailed in the RFP document, mainly focusing on the intended construction work of **New Ntshole Clinic**. The works order entails construction of earthworks, building, infrastructure services and top structures. The scope will include the following activities but not limited to –

### **Site Area**

- Site Establishment inclusive of separating construction area with the other operational surrounding activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting

### **Excavation Works**

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Digging of trenches
- Backfilling of trenches

### **Building Works**

- Demolition/dismantling of some existing structures
- Brick and plastering work
- Glazing
- Joinery
- Working on heights
- Electrical installation
- Mechanical installation
- Article/substances Installations
- Handling of Asbestos Roof Sheeting and products (where applicable).

### **Plants/Equipment**

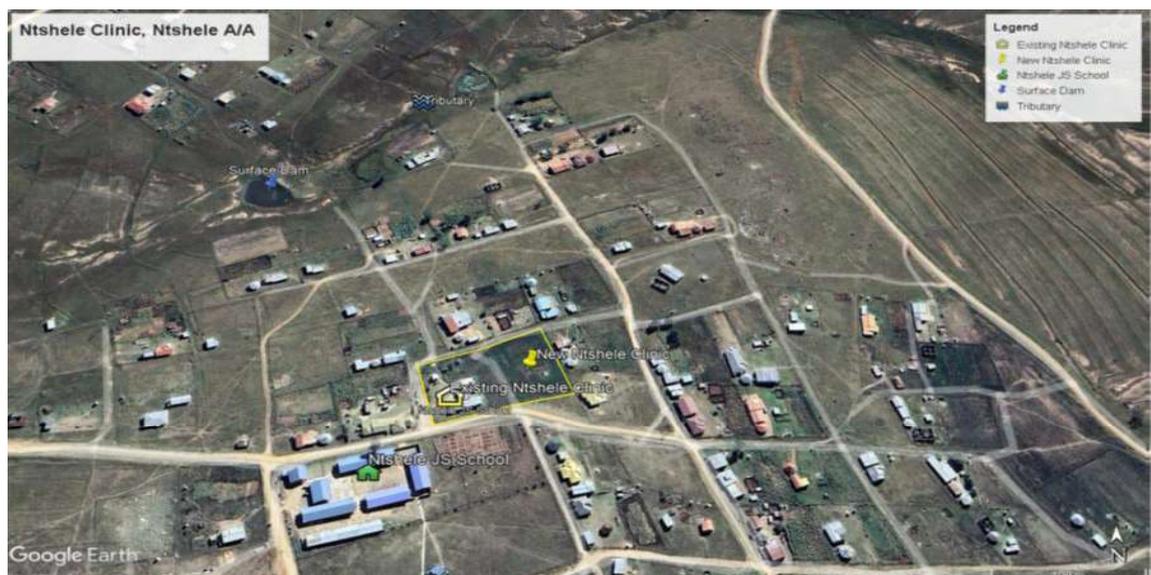
- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment and tools
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

## Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
- Handling of excessive materials or substances
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

## SITE LAYOUT AND LOCATION

Ntshеле Clinic is in Ward 33 of the King Sabata Dalindyebo Local Municipality, which is found in the rural O.R. Tambo District (ORTD) of the Eastern Cape, where it is well known that services are in short supply. It is situated on a Portion of unsurveyed state land, parallel to the existing clinic is an additional vacant land which was donated to the clinic by the community, which extends onto portions of erven 883 and 912 Zimbane, Ntshеле Administrative Area, approximately 15.1km south of Mthatha. The property has no surrounding facilities in a 5-km straight line radius as required by the SDM-17: Optimum Distribution Model. It is 7,5 kilometers from it's next referral clinic (Mbekweni CHC) and 13,6 kilometers from Mthatha Regional Hospital.



**Figure 1: Ntshеле Clinic location at KSD Municipality, Mthatha**

King Sabata Dalindyebo Local Municipality is one of the five local municipalities which falls under the jurisdiction of O.R. Tambo District Municipality. It's surface area is 3027 km<sup>2</sup> and the current catchment population for the clinic is 11 274 according to DHIS (2024/25). Ntshеле clinic refers all emergency cases straight to Mthatha Regional Hospital emergency unit whilst children under the age of 12 years are referred directly to Mthatha Academic Hospital. All other cases, including normal deliveries, are referred to Mbekweni CHC for further care. Mbekweni CHC renders 24 hour care for emergencies and maternity cases referred from Ntshеле Clinic. Complicated maternity cases and deliveries are referred directly to MRH from Ntshеле Clinic.

The common challenges experienced include:

- (a) Access to bulk water supply,
- (b) Road maintenance,
- (c) Access roads to the facilities; and
- (d) High rate of unemployment of beneficiary communities.

## 2.2 INTERPRETATION

The OHSS contains clauses that are generally applicable to construction works and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the OHS Act is in addition to the requirements of the OHSS and is part of the Consultants or Contractors responsibility. The CDC will monitor that the Consultants/Contractors comply with the requirements of the OHS Act and will not prescribe to the Consultants/Contractors how such compliance is achieved.

## 2.3 DEFINITIONS

For the OHSS the definitions, acronyms given hereunder shall apply:

### 2.3.1 Construction Work (as defined in the Construction Regulations 2014)

means any work in connection with –

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure; or

- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

#### 2.3.2 Hazard Identification and Risk Assessment and Risk Control -

Means a documented plan, which identifies hazards, assesses the risks and detailing.

#### 2.3.3 Site-

Means the area in the possession of the Design and Build Contractor (DBC) for the intended construction works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the DBC and approved for such use by the Engineer.

#### 2.3.4 The OHS Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act and Regulations, Act (85 of 1993) promulgated there under.

#### 2.3.5 CDC

Coega Development Corporation (Pty) Ltd.

#### 2.3.6 DoH

Department of Health

#### 2.3.7 Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

#### 2.3.8 Risk

Means a source of or the probability or likelihood that a hazard can result in injury or damage.

#### 2.3.9 DBC's Responsible Person (Construction Manager) -definition from the Act

Means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

### 2.3.10 Employer's Personnel

As defined in the relevant contract Documents.

### 2.3.11 OHSS

Occupational Health and Safety Specification

### 2.3.12 SHE

Safety, Health and Environment

### 2.3.13 DoEL

Department of Employment and Labour

### 2.3.14 DBC

Design and Build Contractor refers as Principal Contractor

### 2.3.15 IA

Implementing Agent

## 2.4 GENERAL HEALTH AND SAFETY PROVISIONS

### 2.4.1 Application of Construction Work Permit / Notification of Intention to Commence Construction Work

**The IA or DBC** shall apply for the construction work permit (CWP) to the Provincial Director of the DoEL in the form of Annexure 1 of CR 2014 as regulated by the CR 3 within 30 days before the construction work commences. Application shall be submitted to the **Provincial Office** where the project will be implemented. A copy of the signed and completed application form is to be included in the SHE File with proof of submission and construction work permit certificate issued by the DoEL.

For the purposes of the construction work permit process the appointed Construction Health and Safety Agent in consultation with the Client/ Implementing Agent shall prepare permit SHE File with required documentation but not limited to the construction work guidelines and submit to the Client/Implementing Agent for approval before submitting to the DoEL. Once the CWP has been granted, a copy of certificate will be issued to the Principal Contractor, and such certificate shall always be kept on site.

The DBC shall ensure that the **permit number** is conspicuously displayed at the site entrance. NB: No construction work may commence without a **valid construction work permit** issued by DoEL and shall not be transferrable to other sites.

The Chief Inspector of DoEL granted a temporary exemption on the 26<sup>th</sup> July 2018, contemplated in (b) in terms of section 40 of the OHS Act. read as follows –

***a client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the Provincial Director in writing for a construction work permit to perform construction work if the intended construction work starts from the 07th August 2018 and will –***

1. exceeds 365 days and will involve more than 3600 person days of construction works,
2. the tender value limit is grade 7, 8, or 9 of the Construction Industry Development Board (CIDB) grading.

#### 2.4.2 Assignment of DBC's Construction Manager and, Construction Health and Safety Officer (CM/CHSO) to Manage and Supervise Health and Safety on site.

The DBC shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work. The DBC shall submit CV's of the CM/CHSO for approval by the CDC 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.

The DBC shall appoint a competent **Full-Time Construction Health and Safety Officer/Manager (CHSO/M) registered with SACPCMP** who has the necessary of years of practical experience in the type of construction work associated with the construction project and shall be responsible for overseeing overall compliance of H&S matters on site. The successful Bidder (Principal Contractor/s) will be required to provide valid proof of registration of the Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) with SACPCMP upon award and must have necessary competencies and resources to execute his or her duties. No candidate registration will be accepted. The CHSO/M must have proven record of **five (05) years** of experience or more.

#### 2.4.3 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COID Act)

The DBC shall submit a valid letter of good standing registered with the Compensation Fund or approved licensed Insurer. A copy shall be included in the Project SHE File, which will also include the following:

- Occupational Health and Safety Policy
- Environmental Policy
- Substance Abuse Policy
- HIV Policy
- Disciplinary Code
- Other relevant policies

#### 2.4.4 Health and Safety Organogram

The DBC shall submit a Project Site Specific Organogram in the SHE File, outlining the Health and Safety Site Team with their designation as required and related to the relevant responsible appointments by the OHS Act.

#### 2.4.5 Risk Assessments

##### 2.4.5.1 Baseline Risk Assessment

The DBC shall submit a baseline risk assessment, which shall form part of the health and safety plan and file. The Risk Methodology applied should follow the hierarchy of controls mitigation and must form part of the Risk Assessment and be included in the SHE File.

Should the DBC commence work without approval of the risk assessment or should the risk assessment not reflect the activities being undertaken, the CDC may instruct the work to be immediately stopped. Thereafter, the DBC will have no claim against the CDC in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

The risk assessment should include the following:

- (a) the identification of the risks and hazards to the health and safety to which persons may be exposed.
- (b) the analysis and evaluation of the hazards identified.
- (c) a documented plan and safe working procedures to mitigate, reduce or control the risks identified; and
- (d) The monitoring and review plan of the risks and hazards.
- (e) The relevant personal protective equipment or clothing.

The DBC shall ensure that all persons entering the site are informed of all hazards on site; record of this is to be kept on the SHE File. The risk assessment should take into consideration of the project scope of works, with the key processes as specified on **clause 2.1** above. Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

#### 2.4.5.2 Issue Based Risk Assessment

As circumstances and needs arise, separate risk assessment studies will need to be conducted. These will be associated with a system for the management of change. An additional risk assessment will need to be conducted and submitted to the CDC for verification when for example:

- (a) A new machine is introduced onto site;
- (b) A system for work is changed or operations altered;
- (c) After an accident or a 'near miss' has occurred
- (d) New knowledge comes to light and information is received which may influence the level of risk to employees on site.

#### 2.4.5.3 Continuous Risk Assessment

This is the most important form of risk assessment which should take place continually, as an integral part of day-to-day management. This should be conducted by frontline Supervisors on site and it is essential that formal training be provided to enable this process to be efficient. The DBC shall be responsible for making sure that all employees under his / her control are conversant with the content of the Risk Assessment and what appropriate measures have been put in place to either eliminate or reduce the identified risks. The DBC shall outline to employees what role they are expected to play in the Risk Assessment and control measure process. Records are to be kept of this communication.

#### 2.4.6 Health and Safety Representative(s)

The DBC shall ensure that at least one (1) or more of Health and Safety Representative(s) are / is elected and trained to carry out his / her functions pending on the number of employees per site. The appointment(s) must be in writing. The Health and Safety Representative(s) shall carry out regular inspection, keep records and report to the Supervisor(s) and CHSO/M to take appropriate action.

The DBC is required to elect and appoint a health and safety representative regardless of the number of employees on site. Such representative shall always be on site and report to the CHSO/M and Construction Management Representative.

#### 2.4.7 Health and Safety Committee

Ensure that the DBC complies with the requirements of Section 19 of the Act. The DBC shall ensure that SHE Committee is established, and health and safety committee meetings are scheduled monthly pending on the number of employees per site or contract. All invited individuals shall be compelled to attend such meetings. The DBC shall ensure that health and safety committee meetings' minutes are kept on record. Meetings must be organised and chaired by the DBC's Responsible Person i.e. nominated Safety Coordinator.

#### 2.4.8 Health and Safety Training

The DBC shall at project start-up ensure that identified people have attended the training on project risk profile, the DBC must ensure copies of the certificates are kept on the SHE File.

##### 2.4.8.1 Induction

The DBC shall always conduct Project Site Specific Inductions to all employees and visitors on site. Proof of inductions in a form of attendance registers must be kept in the SHE File.

##### 2.4.8.2 Awareness

The DBC shall conduct on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic will be kept on the site SHE File as evidence of training.

##### 2.4.8.3 Competency

The DBC shall keep records of all competent persons in the SHE File and identify the training to be conducted, based on the Hazard Identification & Risk Assessment (HIRA) and keep certificates of training for reference.

#### 2.4.8.4 General Record Keeping

The DBC shall keep and maintain SHE records to demonstrate compliance with the OHSS and the OHS Act. The DBC shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the CDC, or the Authorities' Inspectors.

#### 2.4.8.5 General Inspection, Monitoring and Reporting

A schedule of inspections must be determined and its frequency to be included in the H&S plan, including responsible person. Inspection records and registers must be kept on the SHE File.

#### 2.4.8.6 Internal Audits

The DBC shall conduct SHE audits of the project Health and Safety Management System, including the Contractor records, to ensure compliance with the OHS Act and OHSS. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

#### 2.4.8.7 External Audits

The Appointed Construction Health and Safety Agent (CHSA) or CDC SHE PM or External Service Provider, shall conduct monthly inspections/audits on site. All documentation held by the DBC shall be available for auditing. The DBC shall provide any additional information required. The DBC is required to participate fully in the Audit. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrences.

#### 2.4.8.8 Emergency Procedures

The DBC shall develop and submit a detailed Emergency Procedure and be kept in the SHE File. The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and

- Information on hazardous material / situation, including each material's / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, damage of vital resources such as water and electricity etc. NB: a separate risk assessment and safe work procedure for the identification, location, exposure, and protection of existing services is required for submission, review and approval by the CDC SHE Project Manager via appointed CHSA with the relevant members of the Technical Team. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Clinic, etc) must be maintained and available to site personnel.

#### 2.4.8.9 First Aid Box and First Aid Equipment

The DBC shall ensure that it appoints a trained **First Aider(s)** regardless of number of labourers on site. The appointed First Aider(s) are to be deemed competent or sent for accredited first aid training **before** starting on site. Valid certificates are to be kept on site. The Principal Contractors shall provide an onsite first aid box(es), adequately always stocked, and ensure that the first aid box is accessible and fully controlled by a qualified First Aider. The DBC shall ensure that there is always a qualified First Aider within its establishment to attend on first aid injuries should incident occur on site.

#### 2.4.8.10 Accident / Incident Recording, Reporting and Investigation

The DBC shall appoint a competent person in writing to manage and conduct incident investigation should it occurs on site, investigate, record and report all incidents as per the OHS Act requirement. The DBC shall advise the CM, CHSA and CDC SHE PM and any relevant party immediately, followed up with a written preliminary investigation report, of any medical treatment cases, lost time, disabling incident or fatality within **24 hrs** of occurrence. In case of fatal incident, the PC is required not to temper with the scene until all relevant external stakeholders or interested parties are onsite and give permission to do so. Full Incident Investigation Report is to be submitted to the CDC SHE PM via CHSA within **7 working days**, unless requested otherwise.

#### 2.4.8.11 Unanticipated Hazards (inclusive of adverse weather such as extreme rain, heat and cold).

The DBC shall immediately notify CM, CHSA and CDC SHE PM of any hazardous or potentially hazardous situations arising during the performance of activities. It will be upon the responsibility of the Contractor to stop any activities which may impose immediate danger to the employees due to exposure to the adverse weather conditions.

#### 2.4.8.12 Personal Protective Equipment (PPE)

A PPE needs analysis is to be conducted in accordance with the HIRA. PPE is to be issued **free of charge**. The DBC is to indicate procedure for the lost or stolen and worn out or damaged PPE. The following PPE shall be used on site as minimum required for everyone on site:

- Steel-Toe Safety Shoes/Boots
- Work suite
- Gloves
- Ear plugs
- Goggles
- Masks
- Hi-Viz Vest in cases where visibility is impaired.
- Corrective PPE shall be risk dependent.

#### 2.4.8.13 Occupational Health and Safety Signage

The DBC shall ascertain and provide adequate on-site Warning, Prohibition, Mandatory and General Signage. The DBC shall be responsible to maintain the quality and replacement of signage.

#### 2.4.8.14 Permits

The DBC shall implement a Permit to Work System. The permit system shall be granted by the Engineer or CHSA via CDC SHE PM prior commencement of activity. Listed below shall cover the following works but not limited to:

- Protection of identified species
- Use of explosives

- Lock out system
- Confined space
- Excavation works
- Public Holidays or Weekend works
- Water use
- Waste disposals

#### 2.4.8.15 Contractors

The DBC shall implement a Contractor Management System to ensure compliance to the OHS Act and OHSS. The Contractor Management System procedures are to be stipulated in the H&S Plan.

## 2.5 OCCUPATIONAL SAFETY

### 2.5.1 Storage of Materials/Equipment

The DBC shall store material or equipment at agreed identified site by the CM, CHSA and CDC SHE PM, any other areas will be prohibited. All materials shall be neatly stored in a designated laydown area within the confines of the DBC's allocated construction area.

### 2.5.2 Site Access, Speed Restrictions and Protection

The DBC shall ensure that the exact opening shall be discussed and agreed upon with the Client's representatives. The DBC shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). The speed limit is set to not exceed **20km/h** when entering the grounds/construction site.

### 2.5.3 Noise Induced Hearing Loss

Where noise is identified as a hazard, the requirements of the NIHL regulations must be complied with and means of compliance is to be stipulated in the H&S Plan. Proper planning and finding means of reducing noise levels concerning these activities is highly encouraged.

#### 2.5.4 Hazardous Chemical Agents (HCA)

In addition to the requirements of the Regulations for Hazardous Chemical Agents (RHCA), the DBC must provide proof in the H&S Plan that:

- Safety Data Sheets (SDS's) of the relevant materials/hazardous chemical agents are available prior to use by the Principal Contractor. Mention should be made how the DBC is going to act according to special/unique requirements made in the relevant SDS's. All SDS's shall always be available for inspection by all relevant parties.
- Risk assessments are to be done when new HCA are introduced on site.
- How the relevant HCA's are being/going to be controlled by referring to:
  - Limiting the amount of HCA
  - Limiting the number of employees
  - Limiting the period of exposure
  - Substituting the HCA
  - Using engineering controls
  - Using appropriate written work procedures
  - The correct PPE is being used.
  - HCA are stored and transported in terms of regulations for hazardous chemical agents, 2021 and in according to SABS 072 and 0228.
  - Training with regards to these regulations is conducted.

The H&S plan should refer to the disposal of hazardous waste on classified sites and the location thereof (where applicable). The First Aider must be made aware of the SDS and how to treat HCA incidents appropriately.

#### 2.5.5 Asbestos work (where applicable)

The Principal Contractor/Contractor shall comply with the provisions of Asbestos Abatement Regulations, 2020 (amendments No. R.2092 dated 20 May 2022) should they have to work with asbestos related materials. No other than accredited Contractor to perform this activity.

## 2.6 PLANT AND MACHINERY

### 2.6.1 Construction Plant

Construction Plant encompasses all types of plants including but not limiting to machines and road vehicles with or without lifting equipment. It is envisaged that such plant will be used on this project, however, should the need arise, the DBC shall ensure that all such plant complies with the requirements of the OHS Act. The DBC shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided, and always maintained in good condition.

### 2.6.2 Pressure Equipment or Gas Bottles Including Operations

Should such equipment be used, the DBC shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where Pressure equipment are used;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

### 2.6.3 Fire Extinguishers and Fire Fighting Equipment

The DBC shall provide adequate serviced firefighting equipment on site fully serviced. The DBC shall keep spares where applicable in replacement of expired firefighting equipment.

### 2.6.4 Hired Plant and Machinery

The DBC shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this OHSS, shall apply. The DBC shall ensure that **Operators** hired with machinery have proof of competency to operate the type of machinery, proof of medical certificate of fitness and undergo a health and safety induction, appropriate toolbox talks and be issued with the necessary PPE. All documentations must be kept in the SHE File.

#### 2.6.5 Scaffolding / Elevated positions including roof work

The DBC shall ensure that a detailed fall protection plan and HIRA has been undertaken and submitted for approval by the CM before commencement of such activity on site. The DBC shall appoint competent and train scaffolding inspectors and erectors to ensure all scaffolding is erected according to SANS 10085. Scaffolding shall be inspected and certified safe prior commencement of work on it by the competent person.

#### 2.6.6 Form and Support Work for Structures

Should the work require this type of work, the DBC shall ensure that formwork and support work structures are examined and checked for suitability by a competent Person, Structural Engineer, before use, during and after placement. Records of such examinations are to be kept on the SHE File.

#### 2.6.7 Lifting Machine and Tackle

The DBC shall ensure that lifting machinery and tackle is inspected before use and/or **daily**. The DBC shall have lifting machinery and tackle inspector who will inspect the equipment daily or before use, considering that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Records of inspections and load testing certificates are kept on site.
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

#### 2.6.8 Ladders and Ladder work

The DBC shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

#### 2.6.9 General Machinery

The DBC shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

#### 2.6.10 Portable Electrical Tools / Explosive Power Tools

The DBC shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation or standards. The DBC shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

#### 2.6.11 High Voltage Electrical Equipment and any electrical works

The DBC shall ensure that, where the work is under, on or near high-voltage electrical equipment that a SWP (safe working procedure) is drafted and approved by a competent person and the CHSA and that approval document to be kept in the SHE File. Such SWP shall include relevant risk management procedures (e.g. Lock-out Procedure). The DBC shall communicate with the relevant representatives prior to commencement to any electrical works.

#### 2.6.12 Public Health and Safety

Having been aware that the project is taking place in an combined area the DBC shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. This should further be able to prevent any other incident that may expose risks to persons. Appropriate health and safety signage shall be always posted.

The DBC have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The visitors to site shall go through a visitor's health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. A proof of such induction must be kept on the safety file for audit purposes.

### 2.6.13 Night Work

The DBC shall not undertake any night work without prior arrangement and a written permit from Employer's personnel or Engineer, CHSA or CDC. The DBC shall ensure that adequate lighting and ventilation are provided for all night work and failure to do so shall result in work being stopped. **"NB: risk assessment to be revised should night works be approved"**.

### 2.6.14 Facilities for Safekeeping and Eating Area (Mess Room) for workers

The DBC shall provide facilities for safekeeping. The structure should be suitable for use and adverse for all weather conditions.

### 2.6.15 Transport of Workers

The DBC shall refer and comply with the requirements set in the National Road Transport Regulations, 2000. The DBC shall, and not be limited to:

- Not transporting persons together with goods or tools unless there is an appropriate area or section to store them.
- Not transport persons in a non-enclosed (top) vehicle, e.g. truck, there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Not transporting workers on the back of open bakkies.
- Provision of a serviced portable fire extinguisher in vehicles at all times.

## 2.7 OCCUPATIONAL HEALTH

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem, and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing.;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin.

### 2.7.1 Medical Service (Pre/Periodic/Exit)

The DBC shall ensure that **all employees** are in position of valid medical examination certificates and certified fit for duty. The medical examinations must be conducted in the form of Annexure 3 by an Occupational Health Practitioner as stipulated by Construction Regulations 2014 and fitness certificates must be kept in the SHE File.

### 2.7.2 HIV/Aids Programme

CDC commits itself to providing guidance and leadership in the implementation of HIV and AIDS, TB and Sexually Transmitted Infections (STI) programmes by all stakeholder organisations. It is a requirement that Principal Contractors shall provide HIV/Aids awareness training and roll out an HIV/Aids Programme for all employees by the appointed HIV/AIDS and STI Coordinator.

The HIV/Aids Awareness Programme Requirements:

- Male condom dispensers, sufficient male condom available and is it placed in high trafficked areas.
- All types of HIV/Aids related posters displayed in a high trafficked area and in a good condition.
- HIV/Aids Awareness workshops/tool box talk
- HIV/Aids Prevention Measures
- HIV/Aids Care and Support
- Free voluntary HIV testing

No DBC shall require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing. All Personnel must be encouraged to undertake voluntary testing. Voluntary Testing and Counselling (VCT) must be encouraged by all Principal Contractors.

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## 2.8 PANDEMIC/ENDEMIC DISEASES E.G. COVID-19

Construction sites operating during the Pandemic/Endemic diseases need to ensure they are protecting their workforce and minimising the risk of spread of infections. This includes an establishment if all employees are fit for works with no symptoms, it considering how personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site. This project specific construction health and safety specification is intending to introduce consistent control measures on the construction site that will be in line with the Government's recommendations and ensure employers and individuals make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. DBC should take lead to ensure the requirements are implemented. However, it will be very critical that the PC shall make provisional sums for such situation to avoid delays to the project.

## 2.9 PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts and conditions or non-compliance with the PCs OHS Plan; neither the PC nor any other DBC or 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.

All penalties shall be communicated to the DBC and the relevant Project Team Members should they be issued. The DBC will be expected to confirm receipt of such penalty/ies. The total fine amount as per penalties issued shall be tabled in the site meeting for noting purposes. All issued penalties shall be deducted from the Certified Certificates submitted by the DBC.



The following constitute examples of the types of non-conformances that will attract penalties:

<b>Minor:</b> <b>Fine: R50/count</b>	<b>Medium:</b> <b>Fine: R500/count and a non-conformance</b>	<b>Severe</b> <b>Fine: R5000/count, a non-conformance and/or activity stoppage</b>
Non-use of basic PPE supplied	PPE not supplied	DBC working without OHS Plan approval
Non completion of registers for plant and equipment on site	Principal Contractors did not sign the records	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	Non provision of signage
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous inspection and not addressed within the agreed time frame	Allow people to work with no proof of medical fitness certificate
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Poor Housekeeping	Failure to maintain housekeeping



Coega Development Corporation  
Sustainability Business Unit  
CDC-SBU-SPC-065-25

CDC-TPT-015-23

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		DBC working without Endemic/Pandemic diseases HS Plan approval
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## 2.10 CLOSE - OUT REQUIREMENTS

Upon completion of the project, the DBC shall submit a well-documented consolidated SHE File (to be in electronic form) to the appointed CDC SHE PM, confirming the SHE history of the project. The closeout SHE File is expected within **21 days** of practical completion.

The following **summary** of information is required in the file, but not limited to:

- Completed SHE File
- Letter of good standing
- Appointments/agreements
- Notification/Permit certificates
- SHE inspection/audit reports
- Records of training
- Registers, certificates, and manuals
- Records of incidents/accident
- WCA Claims
- Total Man-hours and DIFR
- Environmental landscaping and rehabilitation reports
- Copies of Medical Certificates of all employees that worked on the project.
- SHE Non conformances (current/outstanding)
- Copies of all Hazardous Waste Disposal Certificates

Handover of the consolidated SHE File can only commence once all personnel has been demobilized and nil man-hours are recorded on site. All Contractors accountable to the DBC are expected to complete and submit their close-out SHE Files upon completion of their work to the appointed CHSA for approval prior to leaving the construction site. The CDC SHE PM will evaluate the SHE performance of the DBC i.e. compliance, performance, quality and refer in a cover letter which will be added to the DBC consolidated file.

**Design and Build Contractor**

**Acknowledgement:**

I, \_\_\_\_\_ representing \_\_\_\_\_  
DBC have satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

\_\_\_\_\_  
Signature of DBC

\_\_\_\_\_  
Date



***BASELINE RISK ASSESSMENT:***  
**BASELINE RISK ASSESSMENT FOR THE  
CONSTRUCTION OF NEW NTSHELE CLINIC AT  
NTSHELE VILLAGE, MTHATHA IN THE EASTERN  
CAPE PROVINCE**

Risk Assessment N<sup>o</sup>  
**CDC-SBU-BRA-034-25**

**Classification: Public**

**23 October 2025**



## **DOCUMENT INFORMATION SHEET**

**Title of Document** : *Project Baseline Risk Assessment*  
**Type of Document** : *Baseline Risk Assessment for the Construction of  
New Ntshole Clinic*

**Document Number** : *CDC-SBU-SPC-034-25*  
**Prepared by** : *Siseko Gwavu*  
**Typed by** : *Siseko Gwavu*  
**Business Unit** : *Sustainability Business Unit – DoH Programme*  
**Prepared for** : *Bidders*  
**Date of Issue** : *23 October 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 Coega.

**PROJECT NAME :** *CONSTRUCTION OF NEW NTSHELE CLINIC*

**DOCUMENT TITLE :** *BASELINE RISK ASSESSMENT*

**DOCUMENT No. :** *CDC-SBU-BRA-034-25*

### 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: <b>23 October 2025</b>	Name: <b>Siseko Gwavu</b>	Name: <b>Siyabulela Mabi</b>	Name: <b>Simpfiwe Silwana</b>
	Signature:  	Signature:   <small>Siyabulela Mabi   d0872682-5106-4ae5-8c5e-6fa0eabc7652   2025/10/23 10:33:17</small>	Signature:  

<b>Distribution:</b>	<b>Coega Development Corporation</b>
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**REVISION CHART**

<b>REVISION</b>	<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
Date:	Signature:	Signature:	Signature:
<b>Document Title</b>	<b>Baseline Risk Assessment</b>		
Document Control Number	Revision		Issue Date

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
1		
2		

**CLIENT: EASTERN CAPE DEPARTMENT OF HEALTH**

**PROJECT: CONSTRUCTION OF NEW NTSHELE CLINIC**

**IMPLEMENTING AGENT (IA): COEGA DEVELOPMENT CORPORATION**

**CLIENT CONSTRUCTION HEALTH AND SAFETY BASELINE RISK ASSESSMENT**

The intended scope of works is entailed in the RFP document, mainly focusing on the intended construction work of the new Ntshеле Clinic at Ntshеле Village, Mthatha in the Eastern Cape Province. The scope of works will include the following activities but not limited to –

**SITE AREA**

- Site Establishment inclusive of separating construction area with the other operational surrounding activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting

**EXCAVATION WORKS**

- Protection of species i.e. flora, fauna and heritage resources (where applicable)
- Site clearance
- Digging of trenches
- Backfilling of trenches

**BUILDING WORKS**

- Demolition of some existing structures
- Brick and plastering work
- Glazing
- Joinery
- Working on heights
- Electrical installation
- Mechanical installation
- Handling of Asbestos Roof Sheeting and products (where applicable).

### **PLANTS/EQUIPMENT**

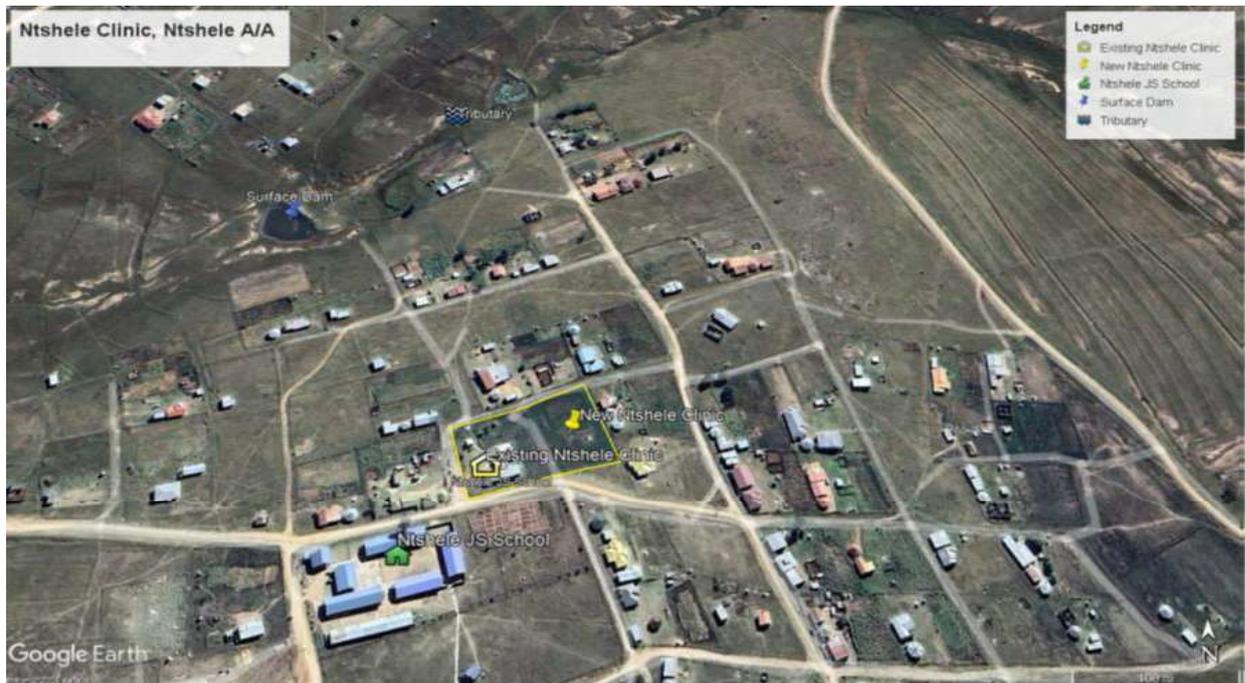
- Use of batching plant
- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of tools
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

### **ENVIRONMENT**

- Management and handling of different waste categories
- Use of construction water and portable water
- Working in confined space and during inclement weather
- Handling of excessive materials or substances
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

## SITE LAYOUT AND LOCATION

Ntshеле Clinic is in Ward 33 of the King Sabata Dalindyebo Local Municipality, which is found in the rural O.R. Tambo District (ORTD) of the Eastern Cape, where it is well known that services are in short supply. It is situated on a Portion of unsurveyed state land, parallel to the existing clinic is an additional vacant land which was donated to the clinic by the community, which extends onto portions of erven 883 and 912 Zimbane, Ntshеле Administrative Area, approximately 15.1km south of Mthatha. The property has no surrounding facilities in a 5-km straight line radius as required by the SDM-17: Optimum Distribution Model. It is 7,5 kilometers from its next referral clinic (Mbekweni CHC) and 13,6 kilometers from Mthatha Regional Hospital.



**Figure 1: Ntshеле Clinic location at KSD Municipality, Mthatha**

King Sabata Dalindyebo Local Municipality is one of the five local municipalities which falls under the jurisdiction of O.R. Tambo District Municipality. It's surface area is 3027 km<sup>2</sup> and the current catchment population for the clinic is 11 274 according to DHIS (2024/25). Ntshеле clinic refers all emergency cases straight to Mthatha Regional Hospital emergency unit whilst children under the age of 12 years are referred directly to Mthatha Academic Hospital. All other cases, including normal deliveries, are referred to Mbekweni CHC for further care. Mbekweni CHC renders 24 hour care for emergencies and maternity cases referred from Ntshеле Clinic. Complicated maternity cases and deliveries are referred directly to MRH from Ntshеле Clinic.

The common challenges experienced include:

- (a) Access to bulk water supply,
- (b) Road maintenance,
- (c) Access roads to the facilities; and
- (d) High rate of unemployment of beneficiary communities.

The risk profile is identifying the key areas of risk exposure that the Implementing Agent is highlighting to be considered by the respective Design and Build Contractor as part of the design, construction, operations of the activities: The items on the risk profile are linked on legal framework for compliance to such activities and have been identified in the controls and SHE specifications but not limited to -

- Constructing in a green or brown field areas
- Consideration of the environmental assessments and authorization to be prioritize
- Protection of species to be implemented e.g., flora, fauna etc
- Inclement weather conditions
- Exposure to moving equipment and interaction with the surroundings
- Earth works and excavations
- Exposure to hot sources
- Dust, noise, vibration exposure
- Manual handling & related ergonomic stressors
- Working at heights, structural frame erections and roof sheeting
- Lifting and lowering operations
- Grinding and cutting operations
- Electrical and mechanical installation
- Handling and storage of chemicals
- Ventilation limitations
- Illumination limitations

- Heat and Fire exposure
- Stacking, storage and racking exposure
- Waste exposure and handling
- Safe walks and driveways onsite
- Commissioning risk exposures

The risks identified in this assessment relates to the IA's duties, the Design and Build Contractor appointed on this project will be required to develop a detailed baseline risk assessment on the risk exposures anticipated to be experienced on site and relevant to the project scope of works

No	Processes	Potential Hazards	Risk
1.	Lack of SHE planning and implementation	Not prioritizing SHE requirements at the appropriate stage of the project by internal and external teams	Negative impact on the client, possible cost implication for the identification of changes as required from an SHE compliance requirement. Project delays and legal liability
2.		Late of CHSP representatives for the project	Legal liability because of the risk not being adequately identified, managed and controlled during project stages
3.		No pre-construction SHE management approvals conducted	Legal non-conformances and project delays resulting in cost implication
4.	Known/unknown services for water, electricity and sewer	Electrocution, sewer/water leaks	Disruptions to the project, shock, burns, death,
5.	Lack of geotechnical soil information knowledge	Excavations collapse and incorrect design rational used	Injuries, fatal, structural faults and property damages
6.	Poor management of social -economic risks	Exposure to unrest, crime on site	Injuries, damage and theft
7.	Access and transport on and to site	Unsafe transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accidents and fatalities. Personal injuries of non-construction workers due to easy unauthorized access.
8.	Site camp erection & dismantling	Rigging – off loading- placement of containers and machinery	Falling objects - Sliding objects Cuts and lacerations – crush injuries
9.	Off-loading equipment, machinery, materials	Manual rigging and crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
10.	Stacking & Storage	Moving storage or stacks (pipes, bricks)- picking off stacks	Falling objects or machinery- crush injuries
11.	Site Clearing	Moving machinery, dust, and noise nuisance, snakes etc	Accidents, dust inhalation and NIHL, bites

No	Processes	Potential Hazards	Risk
12.	Protected flora and fauna	Illegal hunting of species or removal of red listed, as per the environmental legislations	Environmental non-conformance
13.	Grubbing and aggregate placement	Mobile plant and truck movement dust	Crush accidents- dust inhalation
14.	Layer earth works	Transportation, traffic control	Motor vehicle accident and fatalities
15.		Use of compaction plant	Crush injuries- noise - vibration
16.	Dust exposure	Construction activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site
17.	Noise exposure	Construction activities generating noise	Noise induces hearing loss
18.	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
19.	Exposure to radioactive source	Exposure and use to radioactive source	Acute radiation
20.	Excavation works.	Working inside unsafe excavations, no barricading to prevent employees from falling into excavation, signage displayed – lack of warning indicator	Falling into excavation, deaths, serious injuries. Excavation collapse
21.	Pipe laying and road works	Unsafe lifting and lowering into excavations, mobile plant operations, dust, open excavations	Falling loads, falling into excavations, dust inhalation
22.	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping within the districts	Construction rubble polluting the environment, illegal dumping
23.	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to injuries types

No	Processes	Potential Hazards	Risk
24.	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer etc
25.	Temporary Flammable Stores	Inadequate temporary flammable store,	Fire risk resulting in property damage and injury to people
26.	Hauling of vegetation and soil material	Unauthorized clearing of vegetations and soil material, illegal dumping without approval by the Agent or CDC.	Pollution into the environment, illegal dumping
27.	Mobile plant operations	Mobile plant and truck movement	Accidents/Incidents
28.	Concrete works	Handling cement, concrete, heavy objects	Skin, eye chemical insult, ergonomic strain
29.	General construction work, brick laying, carpentry etc	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure – ergonomic strain –electrical shock -fire
30.	Temporary work operations.	Collapse, incorrect temporary works erections Wind affecting the temporary work structures	Serious injuries- multiple persons- fatality
31.	Construction in operation	Hazardous activities and construction vehicle exposures, open trenches	Injuries to members of the public or community and users
32.	Structural steel erection	Ergonomic hazards Collapse Wind risk during erection affecting the material handling & temporary work structures Fall risks, drop risks	Strains Serious injuries- multiple persons- death
33.	Installation of Roofing, Ceiling	Ergonomic hazards Collapse of structure Wind risk affecting the material handling of roof- and cladding sheets	Strains Serious injuries- multiple persons- death

No	Processes	Potential Hazards	Risk
		Fall risks, drop risks	
34.	Public Health and Safety, constructing an operational area	Construction to be separated from the members of the public, construction material falling from heights, obstructing path and walkways, unsafe site conditions	Scratches, fractures, skin, eye, respiratory impact, falls,
35.	Working at heights, placement of windows and air vents	Ergonomic hazards Collapse Wind risk affecting material handling of roof- and cladding sheets	Strains Serious injuries- multiple persons- fatality
36.	Electrical work.	Unsafe electrical exposure	Electrocution, Fatality, damage to property due to fire
37.	Mechanical works	Unsafe mechanical exposure	Entanglement, serious injuries
38.	Use of ladder	Collapsing –fall -drop	Severe injury- fatality
39.	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness
40.	Demolition work. If required due to inadequate building quality	Exposure to unknown hazardous sources, structural collapse	Severe injury and fatality
41.	Community unrest	Unforeseen unrest from community members	Property damage, project delays
42.	Road usage and cleaning	Unsafe constructive vehicle operations,	Injuries to pedestrians and members of the public.
43.	Laydown areas	Delivery of construction material and equipment to site, incorrect storage of equipment's and material	Obstruction for operations and damage to existing infrastructure
44.	Painting	Usage of paint and painting at heights	Fume inhalation, falling from heights

---

**Design and Build Contractor**

**Acknowledgement:**

I, \_\_\_\_\_ representing \_\_\_\_\_  
Design and Build Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

\_\_\_\_\_  
Signature of Design and Build Contractor

\_\_\_\_\_  
Date

### **C3.4 STANDARD ENVIRONMENTAL SPECIFICATION**



***SPECIFICATION:***  
**PROJECT ENVIRONMENTAL  
SPECIFICATION FOR THE  
CONSTRUCTION OF NEW NTSHELE  
CLINIC AT NTSHELE VILLAGE,  
MTHATHA IN THE EASTERN CAPE  
PROVINCE**

Specification N<sup>o</sup>  
**CDC-SBU-SPC-066-25**

**Classification: Public**

***23 October 2025***



## **DOCUMENT INFORMATION SHEET**

**Title of Document** : *Environmental Specification*  
**Type of Document** : *Project Environmental Specification for the Construction of new Ntshela Clinic*  
**Document Number** : *CDC-SBU-SPC-066-25*  
**Prepared by** : *Siseko Gwavu*  
**Typed by** : *Siseko Gwavu*  
**Business Unit** : *Sustainability Business Unit – DoH Programme*  
**Prepared for** : *Bidders*  
**Date of Issue** : *23 October 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 Coega.

**CONSTRUCTION OF NEW NTSHELE CLINIC**

**PROJECT NAME :**

**DOCUMENT TITLE :** *ENVIRONMENTAL SPECIFICATION*

**DOCUMENT No. :** *CDC-SBU-SPC-066-25*

### 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:  <b>23 October 2025</b>	Name:  <b>Siseko Gwavu</b>	Name:  <b>Siyabulela Mabi</b>	Name:  <b>Simphiwe Silwana</b>
	Signature:  <div style="border: 1px solid black; padding: 2px; font-size: 8px;">Digitally Signed by: <b>Siseko Gwavu</b> SHE Programme Manager 7c54b8f6-e79c-49c9-b0fa-92fb296ce62 IP Address: 10.0.30.44 Date: 2025/10/23 9:42:02 AM</div>	Signature:  <div style="text-align: center;"> <small>Siyabulela Mabi   d0872682-5106-4ae5-8c5e-6fa0aebc7652   2025/10/23 10:33:17</small></div>	Signature:  <div style="border: 1px solid black; padding: 2px; font-size: 8px;">Digitally Signed by: <b>Simphiwe Silwana</b> Sustainability Manager: Safety- Health- Environment &amp; Social Impact 09a0938e-34f3-4809-8c32-4e16421c38bc IP Address: 10.0.99.131 Date: 2025/10/23 8:10:25 PM</div>

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**REVISION CHART**

<b>REVISION</b>	<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
Date:	Signature:	Signature:	Signature:
<b>Document Title</b>	<b><i>Environmental Specification</i></b>		
Document Control Number	Revision		Issue Date

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
1		
2		

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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 Sustainability 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).

2.3.12 Contractor

Means Design and Build Contractor

---

### **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.

Dampening 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 Environmental Officer (EO) (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. ***“NB” these key personnel may be required pending of the environmental sensitivity of the project and specified condition of the record of decision***

#### 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.

#### 5.1.14 Contractor's SHE Officer (Clause 5.2)

The name and appointment letter of the Contractor's SHE Officer must be given to the Engineer and the work to be undertaken by this personnel must be detailed including time allocated to these roles and their responsibility and interaction with the Contractors SHE Officer. ***"NB" This personnel will be appointed in terms of clause 2.4.2 of Occupational health and safety specification should the project does not require appointment of Environmental Officer, or no record of decision is issued.***

#### 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.

#### 5.1.16 Housekeeping

The Contractor is to draft a method statement on how to handle the housekeeping on site and specify frequent intervals

#### 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 assign 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 assignments 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 PES or EMPr 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 or EO from material provided by the Engineer unless otherwise required by the Project Environmental 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 PES, 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 PES, 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 PES, 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 PES. 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.

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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 PES 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 PES.

#### **5.13.2 Fauna**

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

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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 PES. 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 PES, 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 or EO 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](mailto: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 PES 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.

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.

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**Design and Build Contractor**

**Acknowledgement:**

I, \_\_\_\_\_ representing \_\_\_\_\_  
Design and Build Contractor (DBC) 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 DBC

\_\_\_\_\_  
Date

## ANNEXURE C

### COEGA DEVELOPMENT CORPORATION (PTY) LTD

#### THE CONSTRUCTION OF A NEW NTSHELE CLINIC: "DEVELOP AND CONSTRUCT" PROJECT AT KING SABATA DALINDYEBO MUNICIPALITY, MTHATHA

### **C3.6 SOCIO-ECONOMIC DELIVERABLES - (CONSTRUCTION LABOUR)**

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

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

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

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.

The documentation included in specifications outlined below will provide detail to the prospective contractor 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.

## ANNEXURE C

### COEGA DEVELOPMENT CORPORATION (PTY) LTD

#### THE CONSTRUCTION OF A NEW NTSHELE CLINIC: "DEVELOP AND CONSTRUCT" PROJECT AT KING SABATA DALINDYEBO MUNICIPALITY, MTHATHA

##### **C3.6.1 Specification Data**

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

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

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

L1.1: Labour Risk Assessment

L1.2: Employment

L1.3: Recruitment

L1.4: Wages

L1.5: Employment Contracts

L1.6: Labour mobilisation and demobilisation

Deliverable L2: Inductions;

Deliverable L3: Employment of Site Employment Relations Practitioners;

Deliverable L4: Employment of Community Liaison Officer;

Deliverable L5: Training and Development Interventions for contractors to achieve full compliance to the Construction Industry Development Board (CIDB) Contract Skills Development Goal (CSDG):

L5.1: Structured workplace learning opportunities that result in the attainment of a part or a full occupational qualification.

L5.2: Structured workplace learning opportunities for apprentices and/or other artisan learners towards the attainment of a trade qualification in the Built environment.

L5.3: Work integrated learning opportunities for University of Technology or Comprehensive University Students completing their National Diplomas.

L5.4: Structured workplace learning for Built environment professional candidates towards professional registration by a statutory council.

Deliverable L6: Provide Health & Safety Awareness Training

ANNEXURE C

COEGA DEVELOPMENT CORPORATION (PTY) LTD

THE CONSTRUCTION OF A NEW NTSHELE CLINIC: "DEVELOP AND CONSTRUCT" PROJECT AT KING SABATA  
DALINDYEBO MUNICIPALITY, MTHATHA

L6.1: General Health & Safety Awareness Training

L6.2: HIV/AIDS Prevention Awareness Training

Deliverable L7: Provide Work Readiness and Life Skills Training for designated persons

Deliverable L8: Provide Work Opportunities to Post Graduate Interns

Deliverable L9: Provide Technical Training

Deliverable L10: Accommodation for non-local construction personnel

Deliverable L11: Community Participation / Engagement

Deliverable L12: On-site communication structures

Deliverable L13: Main Contractor ensuring full compliance

Deliverable L.1: Employment of local resources - Provide employment opportunities to targeted labour

### **L1.1 LABOUR RISK ASSESSMENT:**

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

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

The risk assessment report is to be submitted by the Main Contractor to the Project Manager for the Implementing Agent's review and endorsement, within 21 calendar days of contract award.

### **L1.2 EMPLOYMENT:**

The Contractor shall ensure labour and community harmony relating to the project.

The minimum number of construction personnel to be employed on the project is 80. This number includes all approved seconded personnel. The minimum duration for individual employment recognition purposes shall be twenty-two (22) continuous days employment period on site and shall exclude the same person being employed again by the same employer.

It is therefore a contractual obligation that the minimum number of construction personnel must be employed / deployed on the Project and that at least 66% of the minimum number of Jobs obligation is met at the mid-point (i.e. 50%) of the construction contract duration.

It is the obligation of the Main Contractor to ensure that this minimum employment contractual obligation is achieved across its project as a whole, all Subcontractors / SMMEs inclusive.

Efforts to provide employment to youth, women and people with disabilities will be a key focus in setting of minimum employment targets.

The Contractor shall, at the time of bidding for the contract, complete and return the Job Forecast schedule ([Refer Annexure CDC 1](#)) 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 to be employed and seconded labour, per job title. This submission must be inclusive of the labour forecast for subcontractors and on-site service providers.

Furthermore, 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 ([Refer Annexure CDC 2](#)) must be inclusive of the total projected additional labour requirements of all subcontractors and on-site service providers.

The Main Contractor is required to provide the Project Labour Desk with a monthly update of the Additional Labour Histogram in the same format as provided by the Implementing Agent, or at earlier intervals should the anticipated additional labour requirement differ. All additional labour histograms should include the additional labour forecast of all subcontractors and on-site service providers.

### **L1.3 RECRUITMENT:**

The Contractors' deliverable is the minimum of 70% labour employed / deployed on the project must be residents of Target Areas 1 & 2 as specified below. Priority employment / deployment must be provided to residents from Target Area 1.

All such additional local labour shall be employed from the Project Job Seekers' Database, established by the Implementing Agent and managed through the Project Labour Desk by Coega Human Capital Solutions, on behalf of the Implementing Agent.

The Main Contractor is required to submit a timely labour requisition to the Project Labour Desk, in the form presented by the Project Labour Desk, for the recruitment of all additional labour requirements, including that of all subcontractors (SMMEs inclusive) and on-site service providers.

The labour requisition must be submitted to the Project Labour Desk at least ten (10) days prior to the planned contractor selection date. Should the Additional Labour Histogram have been accurate and timely, then the Project Labour Desk should be successful in reducing the recruitment timelines, thereby advancing the contractor selection date.

To avoid instances of skills misrepresentation by additional local labour recruited through the Project Labour Desk, every contractor recruiting labour must conduct a competency assessment prior to and/or immediately after selection and report any alleged skills misrepresentation / candidate deficiency to the Project Labour Desk as early as possible, preferably within one (1) working day.

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

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

In the event that the required skills are not available in the Project Job Seekers' Database, the Contractor must acquire such written confirmation from the Project Labour Desk in each instance, prior to identifying new seconded labour for approval to be deployed on the Project.

In such instances where insufficient skills are available in the Project Job Seekers' Database, it shall be the Contractor's obligation to source such personnel.

## Target Areas:

- (a) Target Area 1 shall be the geographic area which falls within the jurisdiction of the King Sabatha Local Municipality, OR Tambo District Municipality
- (b) Target Area 2 shall be the geographic area excluding Target Area 1, which falls under the jurisdiction of the **OR Tambo District Municipality**;
- (c) Target Area 3 shall be the geographic area excluding Target Area 2, which falls within the Eastern Cape.

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

## Employment Targets:

The employment of youth (i.e. less than 35 years of age), women and people living with disabilities are targeted for recruitment through the Project Labour Desk, at the minimum level of:

- (a) Youth at 50%;
- (b) Women at 10%;
- (c) People living with disabilities at 2%

The Main Contractor is required to ensure that all the minimum employment targets stated herein above (i.e. local, youth, women and disabilities employment) are achieved across the construction works as a whole (i.e. the main contractor, all subcontractors (including all SMMEs) and all on-site service providers), through the entire course of construction, and not just during the final phase.

## L1.4 WAGES:

The Contractor shall, at the time of bidding for the contract, complete and return the Job & Wage schedule ([Refer Annexure CDC 3](#)) to indicate the minimum wage rates to be applied across the different grades/levels on the project, inclusive of all on site subcontractors' labour and on-site service providers' labour. The intention is to promote the application of standard wage rates per job function, across the project. Wages paid must be competitive enough to ensure not only labour attraction and retention, but also to promote labour productivity and harmony on site.

The rate of pay for General Worker (Task Grade 1) should not be less than the market related rate paid in the area yet may not be less than the prevailing general National Minimum Wage (i.e. not the expanded public works programme rate). The National Minimum Wage rate for the year 2025 is **R 28,79** per hour and is subject to a yearly increase which is anticipated to take effect early in 2025 therefore the contractor shall tender accordingly.

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 Headline 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 (i.e. all sub-contractors / SMMEs inclusive) and at intervals of no more than 12 months.

Accordingly, no pro-rata wage increase arrangements are permitted. As an example, should a construction worker commence employment a month before the annual wage increase is effected, that construction worker would also receive the full annual wage increase the following month.

Wages shall be paid in arrears into each employee's own bank account. The Main Contractor shall elect whether such wage payments are effected at monthly or fortnightly intervals, where after uniformity of application shall be effected by the Main Contractor across the project as a whole, including all subcontractors / SMMEs and on-site 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 Main Contractor is required to introduce measures to effectively mitigate the risk of delayed / partial / non-payment of wages and statutory deductions by on-site subcontractors / SMMEs 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 Subcontractors / SMMEs and Service Providers' works in instances where non-payment of due wages on the scheduled payday are confirmed.

#### **L1.5 EMPLOYMENT CONTRACTS:**

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

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

## **L1.6 LABOUR MOBILISATION & DEMOBILISATION:**

All Contractors must make adequate provision for mobilising (i.e. adequate time to enable recruitment / secondment approval in terms of L1.3, periodic medical assessments, inductions etc.) and demobilising (i.e. consultation, exit medical assessments etc.) of all personnel employed on the Project.

## **L2. INDUCTIONS:**

All project personnel on site must attend a Project and a Site Induction presentation on a fully paid time basis, before commencing work on site. The Project Induction will be provided by the Project Labour Desk service provider.

The Site Induction shall be provided by the Contractor and shall include the Project overview, performance expectations and key labour management aspects including the general health, safety and environmental practices to be employed on the Project.

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

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

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

## **DELIVERABLE L3: EMPLOY SITE EMPLOYMENT RELATIONS PRACTITIONERS**

### **L3.1 Site Employment Practitioner Appointment:**

#### **For the Main Contractor:**

- (a) A full time, site-based, competent and suitably qualified Employment Relations (ER) Practitioner with the minimum of 3 (three) years construction site Employment Relations / Industrial Relations management experience must be employed by the Contractor as an employee, for the full duration of construction. On-site administrative support must be provided to the Site Employment Relations Practitioner.
- (b) This appointment must receive the prior approval of the Implementing Agent as per the ER-002 approval request form as provided by the Implementing Agent.
- (c) The Site Employment Relations Practitioner must have sufficient proven competency to positively impact HR management knowledge and experience to the Employment Relations Interns, in a mentor capacity.
- (d) For Sub-contractors and Service providers employing more than 50 persons on site:
  - (i) A full time, site-based competent, suitably qualified and experienced Site Employment Relations Practitioner must be employed by the Sub-contractor / Service Provider employing in excess of 50 persons on site, for the full duration of the construction period when employing in excess of 50 persons on site; This appointment must receive the prior written approval of the Main Contractor;
- (e) For Sub-contractors and Service providers employing less than 50 persons on site:
  - (i) A full time, site-based competent Supervisor with labour management experience and responsibility must be employed by the Sub-contractor / Service Provider on site, for the full duration of the construction period whilst employing less than 50 persons on site.
- (f) This appointment as the nominated person responsible for Employment Relations co-ordination of the sub-contractor's / service provider's on-site work team must receive the prior written approval of the Main Contractor.
- (g) The timing and quantum of the annual salary increases for the Site Employment Relations Practitioner, which must be effected at intervals of no more than 12 months, shall be in accordance with the arrangement within the employer company, yet may not be less than the latest available year-on-year Headline Consumer Price Index (CPI) as issued by Statistics South Africa at the time of the salary increase.
- (h) The Contractor must tender accordingly and also ensure this provision is included in the pre-tender documentation of all on-site subcontractors and all on-site service providers.

## **DELIVERABLE L4: EMPLOYMENT OF THE COMMUNITY LIAISON OFFICER**

### **L4.1 Community Liaison Officer Appointment:**

Immediately prior to site establishment, the Main Contractor must employ the services of a Community Liaison Officer (CLO) on a full-time basis for the full duration of the construction contract, through a recruitment process facilitated by the Implementing Agent.

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 **R9 450.00** (Eight thousand Rand) per month. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. are excluded from this amount. A provision of 27% is made to cover these items. In addition, a year-end 13th cheque must be provided for.

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 as provided in L1.4 above.

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

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 Main Contractor is required 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.

## **DELIVERABLE L5: PROVIDE TRAINING AND DEVELOPMENT INTERVENTIONS TO ACHIEVE FULL COMPLIANCE TO THE CIDB CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)**

The contractor shall achieve the CSDG (per Government Gazette Vo.661 of 3 July 2020; No. 43495) by providing opportunities to learners requiring structured workplace learning, in order for the contractor to comply to the requirements of the CIDB B.U.I.L.D. programme, by using CSDG Method 1 (mandatory) and CSDG Method 4 and any one or a combination of CSDG Method 2 or CSDG Method 3.

The main contractor shall submit to the Implementing Agent, within 30 days of the contract coming into effect, or the issuing of an order, a contract compliance baseline training plan taking into account the skills mix and type of workers to be engaged.

The main contractor shall also submit to the Implementing Agent, monthly CSDG compliance training reports, as well as a final CSDG compliance training report within 15 days of reaching completion.

**L5.1 The main contractor shall ensure the provision of structured workplace learning opportunities that result in the attainment of a part or a full occupational qualification. (CSDG Method 1)**

**L5.2. The main contractor may opt to provide structured workplace learning opportunities for apprentices and/or other artisan learners towards the attainment of a trade qualification in the Built environment, with at least 60% of the Artisan Learners being holders of public TVET college qualifications. (CSDG Method 2)**

**L5.3. The main contractor may opt to provide work integrated learning opportunities for University of Technology or Comprehensive University students completing their National Diplomas. (CSDG Method 3)**

**L5.4. The main contractor shall ensure the provision of structured workplace learning for built environment profession candidates towards professional registration by a statutory council. (CSDG Method 4)**

The selection and placement of appropriate trainees/ learners/ candidates shall be in line with the Target Areas identified above. The initial search shall be made from the Project Job Seekers' Database managed by the Implementing Agent.

### **L5.4.1 Candidate Professionals**

Within one (1) month of contract award, the Main Contractor shall employ one (1) Candidate Professionals for twenty (24) months duration. In total, the Main Contractor shall employ and provide meaningful experiential working opportunities on site to the minimum of one Candidate Professionals for twenty (24) months each.

For Candidate Professionals, the objective is to assist this candidate professional in obtaining their professional registration with the appropriate professional body during the course of the 24 months' experiential opportunity.

The Candidate Professional will be paid a monthly stipend of R15 000.00 (Fifteen thousand Rand) per month by the Main Contractor. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. 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 as provided in L1.4 above.

The stipend costs and other associated costs including professional registration, the provision of the necessary tools of the trade to learn and operate effectively. This will include office space and all reasonable furniture and equipment, including controlled access to an internet connected computer and shall be for the Main Contractor's account. The Main Contractor must tender accordingly and should be clearly stipulated in the tender submission.

If, in the event of the termination of a Candidate Professional for whatsoever reason, the Main Contractor is required to urgently employ a replacement Candidate Professional in the same discipline, within a four-week period, with the exception of no replacement required should a Candidate Professional resign / abscond within the last two months prior to Completion.

## **DELIVERABLE L6: PROVIDE SAFETY, HEALTH AND ENVIRONMENTAL AWARENESS TRAINING**

### **L6.1 General She Awareness Training**

The Main Contractor is to provide general SHE awareness training to the entire workforce on site from commencement of construction, in accordance with the Occupational Health and Safety management protocols as prescribed by the Implementing Agent and the Construction Regulations (CR) 2014 pertaining to occupational health and safety.

### **L6.3 Hiv/Aids Prevention Awareness Training**

The Main Contractor is to provide HIV/AIDS prevention awareness training to the entire workforce on site from commencement of construction, in accordance with the Occupational Health and Safety management protocols as prescribed by the Implementing Agent and in accordance with general practice in the construction industry.

## **DELIVERABLE L7: PROVIDE SPECIFIC WORK READINESS AND LIFE SKILLS TRAINING FOR DESIGNATED PERSONS.**

### **L7.1 Work Readiness And Life Skills Training:**

The Main contractor must ensure Work Readiness and Life Skills Training to benefit non-seconded local labour.

This training should preferably be conducted prior to labour commencing work on site.

The following modules shall be covered as part of the work readiness and life skills training:

- (a) First Aid Level 1 – 5 people to be trained.
- (b) Time Management & Productivity - 80 people to be trained (1 day course).
- (c) Personal Finance & Budgeting - 80 people to be trained (1 day course);

All training costs such as tuition, venue and trainee refreshments must be provided for. The Main Contractor shall pay for all costs associated with this training delivery.

The Main Contractor shall interact with the Implementing Agent's nominated labour management representative to agree upon a practical program, prior to concluding the written training programme proposal. The written proposal shall include detail of the proposed training provider's proven competency to ensure quality training outcomes.

Approval to commence with the Work Readiness and Life Skills training programmes shall be based on the submission of a written proposal made by the Main Contractor, for the approval decision of the Project Manager and CDC Project Manager.

Within one (1) month of contract award, the Main Contractor shall appoint the service provider for the provision of Work Readiness and Life Skills training.

The Main contractor shall submit a detailed written report at the end of each calendar month to the Implementing Agent's nominated labour management representative on all Work Readiness and Life Skills training conducted during the past month. The report must be accompanied by corresponding attendance registers in the format prescribed by the Implementing Agent.

## **DELIVERABLE L8: PROVIDE WORK OPPORTUNITIES TO POST GRADUATE INTERNS**

### **L8.1 Built Environment Internships**

Within 1 month of contract award, the Main Contractor shall employ 4 Built Environment Interns for 24 months duration. In total, the Main Contractor shall employ and provide meaningful experiential working opportunities on site to the minimum of 4 Built Environment Interns for 24 months each, for the construction period (i.e. 4 Interns in total).

The selection and placement of these appropriate candidates shall be in line with the Target Areas identified above. The initial search of appropriate candidates shall be made from the Project Job Seekers' Database managed by the Implementing Agent.

The Candidates must be from one of the construction disciplines as detailed immediately below, and preferably not be more than one candidate from each discipline, per enrolment:

- (a) Building Management;
- (b) Civil / Structural Engineer;
- (c) Quantity Surveyor;
- (d) Construction Health and Safety Officer; or
- (e) Safety Employment Relations Intern;

The designated persons will each be paid a monthly stipend of **R7 350.00** (Seven Thousand Three Hundred and Fifty Rand) per month by the Main Contractor. All statutory contributions such as UIF, Skills Development Levy, Workmen's Compensation etc. 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 as provided in L1.4 above.

The stipend costs and other associated costs including the provision of the necessary tools of the trade to learn and operate effectively. This will include office space and all reasonable furniture and equipment, including controlled access to an internet connected computer, scanner and printer shall be for the Main Contractor's account. The Main Contractor must tender accordingly and should be clearly stipulated in the tender submission.

If, in the event of the termination of an Intern for whatsoever reason, the Main Contractor is required to urgently employ a replacement Intern in the same discipline, within a four-week period, with the exception of no replacement required should an Intern resign / abscond within the last two months prior to Completion.

### **L8.2 Provision Inservice Training To Tvet College Learners**

The managing contractor shall allow for an in-service training intervention to learners based in the nearby TVET colleges in order to fulfil their academic requirements, the number & trades shall be determined by the amount of work and the scope of the contract.

**DELIVERABLE L9: PROVIDE SEMI-SKILLED TRAINING AND EXPERIENTIAL WORK OPPORTUNITIES TOWARDS TRADE COMPETENCIES FOR DESIGNATED PERSONS**

**L9.1 Technical Training:**

The Main Contractor must include in the tender a provision for accredited Technical Training to benefit non-seconded local labour.

The following SETA accredited courses are targeted:

<b>COURSE</b>	<b>DURATION (days)</b>	<b>CANDIDATES</b>
(a) Bricklaying and Plastering	45	12
(b) Painting / Plumbing	45	6
(c) Carpentry	45	6
(d) Personal Protective Clothing		24
(e) Learner Stipends: Technical Training Days R90 x 90 x 45 days		
(f) Venue (the contractor shall conduct the training on a rent-free facility)		
(g) Provision of the Personal Protective Clothing of the learners		
<b>TOTAL</b>		

A learner stipend of R90.00 per person per learning day must be paid to all trainees, should the trainee not be receiving a wage.

Within one (1) month of contract award, the Main Contractor shall appoint the training service provider(s) for the provision of technical training on the project.

The Contractors shall employ on site, every learner who participated in this training, after the individual's successful completion of such training.

The employment duration shall be for the balance of construction duration for that trade. The employment must be aligned to their practical experiential requirement to enhance their competency in the trained area.

The Main Contractor shall pay for all this technical training, inclusive of training provider fees and learner stipends, as detailed above.

The Main Contractor shall interact with the Implementing Agent's nominated labour management representative to agree upon a practical program, prior to commencement, inclusive of candidate recruitment, in order to deliver the Technical Training deliverable.

Approval to commence with the Technical training programme shall be based on the submission of a written proposal made by the Main Contractor, for the approval decision of the Project Manager and CDC Project Manager. The written proposal shall include detail of the proposed training provider, together with evidence of their capacity to ensure accredited quality training.

The Main Contractor shall submit a detailed written report at the end of each calendar month, on all technical training conducted during the past month, to the Implementing Agent's nominated labour management representative. The report must be accompanied by corresponding attendance registers in the format prescribed by the Implementing Agent.

#### **DELIVERABLE L10: ACCOMMODATION FOR NON-LOCAL CONSTRUCTION PERSONNEL**

The Main Contractor shall mitigate the negative impact on the local community by the approved non-local seconded personnel, by providing an appropriate accommodation solution to the Implementing Agent, prior to construction commencement. The Implementing Agent shall determine the appropriateness of the accommodation solution provided by the Main Contractor.

#### **DELIVERABLE L11: COMMUNITY PARTICIPATION / ENGAGEMENT**

The Main Contractor shall actively participate in all community engagement activities through the established Project Support Committee (PSC).

#### **DELIVERABLE L12: ON-SITE COMMUNICATION STRUCTURES**

The Main Contractor shall be responsible for facilitating all on-site communication with role-players. A Labour Consultative Forum (LCF) will be established on site at which labour and work-place related issues will be addressed. The LCF will be attended by the Main Contractor senior site manager and the Site ER Practitioners, all on-site sub-contractors' representatives and on-site service providers' representatives and elected representatives from the labour on site.

The LCF will be established within one (1) month of construction commencement and will meet monthly thereafter.

The Main Contractor shall tender accordingly.

#### **DELIVERABLE L13: MAIN CONTRACTOR ENSURING FULL COMPLIANCE**

Main Contractor must ensure the achievement of all socio-economic deliverables and full compliance to the established labour management protocols on the whole project (inclusive of all subcontractors), for the full duration of the project;

The Implementing Agent shall deploy a part-time Employment Relations Compliance Auditor to monitor and audit adherence to the construction labour management protocols, including better construction labour management practices, compliance to prevailing labour legislation and the socio-economic specifications prescribed herein above.

The Labour Management Compliance Audit template shall be made available to the Main Contractor, prior to site establishment, by the Implementing Agent's nominated labour management representative.

The compliance audits will confirm the extent to which all contractors comply with the established construction labour management protocols and better labour management practices, as well as the extent of achievement of the socio-economic deliverables.

Every contractor is required to achieve full compliance to the established labour management protocols (i.e. a demerit score of zero using the audit template) within one (1) month (defined as twenty (20) working days) of the non-compliance/s being highlighted.

In the event of the Main Contractor or any sub-contractor (SMME's inclusive) or service provider not complying with the socio-economic specifications after the one (1) month period stated herein above, or failing to maintain the required socio-economic specification / labour management protocol thereafter, then a punitive penalty of R1 000 [One Thousand Rand (excl. VAT)] per day, per not compliant item will be paid by the Main Contractor, for each working day that each non-compliance item prevails, as determined solely by the Implementing Agent.

Such payment shall be in the form of a deduction of the full penalty incurred during the preceding month, off payments due to the Main Contractor, and shall be credited to the project contingency fund.

ANNEXURE “CDC 1”

**THE CONSTRUCTION OF A NEW NTSHELE CLINIC: “DEVELOP AND CONSTRUCT” PROJECT AT KING SABATA DALINDYEBO MUNICIPALITY, MTHATHA**

(CDC/25/26)

**CONSTRUCTION JOBS FORECAST SCHEDULE**

*(i.e. the anticipated number of workers per Job Title across the entire project for the full construction period, inclusive of all on-site sub-contractors and all on-site service-providers)*

<b>Occupational Group</b>	<b>Job Title</b>	<b>Total Labour (Seconded and Local)</b>
General Worker	General Worker	
Artisan Aid	Artisan Aid	
Construction Hand Grade IV	Structures Construction Hand	
	Premix Paving Checker	
	Steel Bending Machine Operator	
	Civil Construction Bricklayer Grade II	
Operator Grade V	Boom Scraper Operator	
	Pedestrian Roller Operator	
	Piling Auger Machine Operator	
Checker	Checker	
Chainman	Chainman	
Other(s)		
Construction Hand Grade III	Shutter hand Grade III	
	Concrete Hand Grade II	
Operator Grade IV	Track Rig Operator (general)	
	Bore Pile Operator	
	Continuous Flight Auger Operator	
	Drilling Supervisor	
Site Support	Junior Clerk	
Other(s)		

Occupational Group	Job Title	Total Labour (Seconded and Local)
Construction Hand Grade II	Shutter hand Grade II	
	Reinforcing Hand Grade II	
	Concrete Hand Grade I	
	Fence Erector	
	Guard Rail Erector	
Operator Grade III	Concrete Mixer Operator	
	Batch Plant Operator	
	Concrete Dumper Operator	
	Concrete Pump Operator	
	Tower Crane Operator	
	General Premix Roller Operator	
	Milling Machine Operator	
	Paver Operator	
	Excavator Operator	
	Front End Loader Operator	
	TLB Operator	
	Dozer Operator	
	Grader Operator (general)	
	Gunite Nozzle person	
Driver Grade II	Motorcycle Driver	
	Tractor Driver	
	Light Motor Vehicle Driver	
	Driver Operator	
	Heavy Duty Driver (rigid)	
	Extra Heavy Duty Driver (rigid)	
Site Support	Material Tester	
Building Skills	Semi-skilled	
	Light Motor vehicle driver	
	Hoist Operator	
	Driver (Code 9)	
Other(s)		

Occupational Group	Job Title	Total Labour (Seconded and Local)
Construction Hand Grade 1	Shutter hand Grade I	

	Reinforcing Hand Grade I	
	Pipe layer Grade I	
	Kerb layer Grade I	
	Civil Construction Bricklayer Grade I	
Operator Grade II	Mobile Crane Operator	
	Screed Operator	
	Scraper Operator	
Driver Grade I	Heavy Duty Driver (articulated)	
	Extra Heavy Duty Driver (articulated)	
Site Support	Assistant surveyor	
Building skills	Journeyman's assistant	
	Heavy Duty driver (Code 10)	
	Crane Operator	
	Machine Minder and Sawyer	
	Mechanical Handling Equipment Driver	
Electrical Construction	Electrical Construction Operator	
Other(s)		
Building Skills	Artisan/Journeyman	
Electrical Construction	Electrical Tester for single phase	
	Artisan Unlicensed	
Operator Grade I	Grader Operator (final level)	
Building Skills	Artisan journeyman with N2	
Electrical Construction	Installation Electrician	
	Supervisor Grade II; Plant Serviceman	
Other(s)		
Electrical Construction	Master Installation Electrician	
	Supervisor Grade I	
Other(s)		
Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Welder	
	Other(s):	
<b>TOTAL LABOUR:</b>		
<b><i>Refer: Socio-Economic specification L1.2 (Note the contractual minimum employment number)</i></b>		



**NTSHELE CLINIC: “DEVELOP AND CONSTRUCT” IN WARD 33 OF THE KING SABATA DALINDYEBO LOCAL MUNICIPALITY  
(CONSTRUCTION OF A NEW PIMARY HEALTH CARE PROJECT)**

**BUILDING INUDSTRY JOB & WAGE SCHEDULE**

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

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

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

*(Refer Socio-Economic specification L1.4)*

## **PART C4 : SITE INFORMATION**

## C4 Site Information

### 1. Site Location

Ntshеле Clinic is in Ward 33 of the King Sabata Dalindyebo Local Municipality, which is found in the rural O.R. Tambo District (ORTD) of the Eastern Cape, where it is well known that services are in short supply. It is situated on a portion of un-surveyed state land. Adjacent to the existing clinic is an additional vacant land parcel which was donated to the ECDoH for the purposes of a clinic by the community, which extends onto portions of erven 883 and 912 Zimbane, Ntshеле Administrative Area, and is approximately 15.1km south of Mthatha. The property has no surrounding facilities in a 5-km straight line radius as required by the SDM-17: Optimum Distribution Model. It is 7,5 kilometers from its next referral primary healthcare facility i.e Mbekweni CHC and 13,6 kilometers from Mthatha Regional Hospital.

**Figure 1 – Ntshеле Clinic location at Ntshеле, ward 33 of the King Sabata Dalindyebo, Local Municipality**



DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

## **C4.2 CLINICAL BRIEF**

**(REFER TO USB)**

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

### **C4.3.GEOTECHNICAL INFORMATION**

**(REFER TO USB)**

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

### **C4.3.GEOHYDROLOGICAL INFORMATION**

**(REFER TO USB)**

DEVELOP AND CONSTRUCT PROJECT FOR THE NEW NTSHELE CLINIC AT KING SABATA DALINDYEBO MUNICIPALITY IN MTHATHA

## **C4.4 TOPOGRAPHICAL SURVEY**

**(REFER TO USB)**

## **C4.5 EIA LETTER**

**(REFER TO USB)**