



CAPENATURE

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEED TOL CAMPSITE - LIMIETBERG RESERVE

TENDER NUMBER: WCNCB 18/11/2025

NAME OF TENDERER:

CIDB REGISTRATION NUMBER:

COMPANY REGISTRATION NUMBER.....

TAX VERIFICATION PIN

This tender closes on 26 January 2026

NO LATE SUBMISSIONS WILL BE CONSIDERED

CapeNature reserves the right to cancel/ not award this tender.

Employer: CapeNature	Principal Agent: V3 Consulting Engineers
Physical Address PGWC Shared Services Centre Cnr. Bosduif & Volstruis Streets, Bridgetown, 7764 South Africa	Physical Address Unit 214 & 215, Portion 2 nd Floor, The Cliffs Office Block 1, Niagara Way, Tyger Falls, Carl Cronje Drive, Bellville, 7530
Contact: Wilfred Williams Phone: 087 087 3599 Email: wwilliams@capenature.co.za	Contact: Shivam Sukhnandan Phone: 082 513 0256 Email: shivam.sukhnandan@V3consulting.co.za

NOTE:

All returnable documents as listed in this document, including the Form of Offer C1.1 must be completed in full and signed. The entire document must be submitted with your tender.

Non-compliance will render your tender invalid.

PROCUREMENT DOCUMENT FOR BUILDING CONSTRUCTION

JBCC Edition 6.2 (MAY 2018)

TENDER NUMBER: WCNCB 18/11/2025

**PLEASE NOTE: TENDERS MUST BE SUBMITTED ON THE TENDER DOCUMENTATION ISSUED.
TENDER DOCUMENTATION MUST NOT BE REPRODUCED OR REARRANGED. ANY
ADDITIONAL INFORMATION MUST BE SUBMITTED AS A SEPARATE ATTACHMENT TO THE
TENDER DOCUMENT.**

**ALL PAGES OF THE SUBMISSION INCLUDING ATTACHMENTS MUST BE INITIALED AND
NUMBERED.**

CAPE NATURE

TENDER NUMBER: WCNCB 18/11/2025

CONTENTS

Number	Heading
--------	---------

THE TENDER

Part T1: Tendering Procedures

- | | |
|------|--|
| T1.1 | Tender Notice and Invitation to Tender |
| T1.2 | Tender Data |

Part T2: Returnable Documents

- | | |
|------|--|
| T2.1 | List of Returnable Schedules and Documents |
| T2.2 | Returnable Schedules and Documents |

THE CONTRACT

Part C1: Agreement and Contract Data

- | | |
|------|--|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data |
| C1.3 | Construction Guarantee |
| C1.4 | Occupational Health and Safety Agreement |
| C1.5 | Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act No 85 of 1993 |

Part C2: Pricing Data

- | | |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Bills of Quantities |

Part C3: Scope of Work

- | | |
|----|---------------|
| C3 | Scope of Work |
|----|---------------|

Part C4: Site Information

- | | |
|----|------------------|
| C4 | Site Information |
|----|------------------|

Part C5: Tender Drawings and OHS Specifications

- | | |
|------|---|
| C5.1 | Drawings |
| C5.2 | Occupational Health and Safety Specifications |

TENDER DOCUMENT CHECKLIST

Tenderers must complete this document checklist to ensure that all information is completed in the Tender Document.

ITEMS**CHECKED**

Contractor Principal
Agent

1.	Correct Tender offer carried forward to the Cover Page and the Form of Offer and Acceptance in Part C1.1	☐	☐
2.	Tenderer's signature on the offer	☐	☐
3.	Bill of Quantities	☐	☐
	i Bills of Quantities completed in full	☐	☐
	ii Corrections crossed out and initialled	☐	☐
	iii Each page initialled	☐	☐
4.	Returnable Documents and Schedules		
	Conditions of Tender Schedules		
	i Tendering entity and authority of signatory	☐	☐
	ii Preference Certificate	☐	☐
	iii Declaration of interest	☐	☐
	iv Record of addenda to tender document	☐	☐
	v Schedule of work experience	☐	☐
	vi Certificate of authority for joint ventures	☐	☐
	vii BBBEE Preference	☐	☐

Conditions of Contract Schedules

i	Form of offer and acceptance	☐	☐
ii	Contract data	☐	☐
iii	Priced bills of quantities	☐	☐
iv	Proposed amendments by the supplier	☐	☐
v	Supplier's schedule of sub-contractors	☐	☐
vi	Supplier's occupational health and safety plan	☐	☐
vii	Supplier's environmental management plan	☐	☐

Returnable documents to be submitted with tender document (all the documents listed below are compulsory as part of the submission).

i	A valid original or certified copy of the B-BBEE status level verification certificate substantiating the B-BBEE rating or an EME must submit an affidavit	☐	☐
ii	Proof of registration as a supplier on the WCSEB.	☐	☐
iii	Proof of registration as a contractor registered on the CIDB Register of contractors, the minimum grading designation of which is specified in the Tender Data.	☐	☐
iv	A valid Letter of Good Standing from the Department of Labour (Please note that the nature of business listed on the Letter must be related to construction work)	☐	☐
v	All Insurances from an accredited Insurer as stipulated in the Contract Data.	☐	☐
vi	Joint Venture Agreement (where applicable)	☐	☐

PART T1: TENDERING PROCEDURES**T1.1 TENDER NOTICE AND INVITATION TO TENDER****TENDER NUMBER: WCNCB 18/11/2025****THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEEDE TOL CAMPSITE -
LIMIETBERG RESERVE**

CAPENATURE invites tenders for Tender Number WCNCB 18/11/2025 for the repairs, alterations and upgrades to an existing house. It is estimated that tenderers must have a CIDB contractor grading designation of level 3 GB or higher.

Note: Preferences are allocated to tenderers for Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.

Documents will be available after **08:00** am from **21 November 2025**. Tender documents are available for download from the e-Tender Portal of National Treasury, at <https://www.etenders.gov.za>, and are free of charge.

Queries relating to the completion of documents may be addressed to:

Name: Imran Brey

Phone: 087 087 4103

E-mail: ibrey@capenature.co.za

The closing time for receipt of tenders is **11:00** am on **26 January 2026**. Late tenders will not be accepted. The location for closing of the tender offers is as stated in the Tender Data (T1.2). Tenders may only be submitted on the tender documentation that is issued. Telegraphic, telephonic, telex, facsimile, copied and late tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender

The successful contractor will be required to register as a Vendor on all the Cape Nature management system.

Joint Ventures are eligible to submit tenders if they satisfy the criteria stated in the Tender Data. (No new JV's will be formed out of the panel appointments)

No emails and calls to be made to the members of the professional team.

Tenders must only be submitted on the tender documentation that is issued. The retyping of the tender document is not permitted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

A compulsory briefing/clarification meeting with representatives of the Employer will take place at:

Location: **Tweede Tol Campsite, along the Bainskloof Pass (R301)**

Date: **2 December 2025**

Starting Time: **11:00 AM**

NOTE: Failure to attend the meeting will result in tenderers offers to be non-responsive.

The Conditions of Contract will be based on the **JBCC Edition 6.2 (MAY 2018)**

TENDER NUMBER: WCNCB 18/11/2025

For tender evaluation, each legal entity in the tendering party (subcontractors and sole proprietors included) must comply with the tax requirements and B-BBEE/EME documentation as described in the Tender Data.

Supplier Database Registration

All prospective Service Providers **MUST** be registered on the **Central Supplier Database (CSD)** at the time of tender closing and tax compliant. Tenderers who are not tax compliant at closing date will be deemed non-compliant.

PART T1: TENDERING PROCEDURES**T1.2 TENDER DATA**

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts, August 2019, as per Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and any erratum notices issued thereafter (see www.cidb.org.za).

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

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

Clause Number	Clause Heading	Data / Wording
C.1.1	The Employer	Cape Nature PGWC Shared Services Centre cnr Bosduif & Volstruis Streets Bridgetown, 7764 South Africa
C.1.2	The Tender	PART T1: TENDERING PROCEDURES T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data PART T2 : RETURNABLE DOCUMENTS T2.1 List of Returnable Documents T2.2 Returnable Documents PART C1: AGREEMENTS AND CONTRACT DATA C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Construction Guarantee C1.4 Occupational Health and Safety Agreement C1.5 Agreement in terms of Section 37 (2) of Occupational Health and Safety Act No 85 of 1993
		PART C2: PRICING DATA C2.1 Pricing Instructions C2.2 Bill of Quantities PART C3: SCOPE OF WORK PART C4: SITE INFORMATION

Clause Number	Clause Heading	Data / Wording
		This tender must be completed in black ink document contains "Returnable Documents and Schedules" which must be fully completed and signed, in terms of submitting a tender offer.
C.1.4	Principal Agent	V3 Consulting Engineers Unit 214 & 215, Portion 2nd Floor, The Cliffs Office Block 1, Niagara Way, Tyger Falls, Carl Cronje Drive, Bellville, 7530
C.1.5	Language	The language for communications is English.
C.2	Tenderer's obligations	
C2.1	Eligibility	Only those tenderers who are registered with the CIDB in 3 GB Category or above or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, are eligible to have their tenders evaluated. In addition, only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB 2. The lead partner has a contractor grading designation in the 3 GB class of construction work; and, 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3 GB of higher class of construction work determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.
C.2.7.1	Clarification Meeting	A compulsory site briefing to be held at the site. Bidders must be present by 11:00 AM, no late comers will be allowed to join.
C2.11	Alterations/corrections	Please note: No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tippex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows: a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every incidence of alteration/correction. Tender submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.

Clause Number	Clause Heading	Data / Wording
C2.12	Alternative tender offers	No alternative tender offers will be considered.
C2.13	Submitting a tender	All returnable documents to the employer as defined in the Tender Data shall be returned in legible writing in non-erasable ink. Tenders can also be submitted by email to the following email address: <u>tenders@capenature.co.za</u>
C.2.13.3	Number of copies of tender offers to be submitted to the Employer	One (1)
C2.13.7	Sealing and Delivery of tender offers	Cape Nature PGWC Shared Services Centre cnr Bosduif & Volstruis Streets Bridgetown, 7764 South Africa
C.2.13.9	Telephonic	Telephonic, telegraphic, telex, facsimile tender offers will not be accepted.
C.2.15	Closing time of tender offers	The closing time for submission of tender offers is: 11H00 on 26 January 2026
C.2.16	Tender offer validity	The tender offer validity period is 90 days.
C.2.16.3		“Should a tenderer amend or withdraw his or her tender after the closing date and time, but prior to him or her being notified of the acceptance thereof, or should a tenderer after having been notified that his or her tender has been accepted – 1. give notice of his or her inability to execute the Contract in accordance with his or her tender; or 2. fail to sign a contract within the period stipulated in the tender requirements or any extended period determined by the employer; or 3. fail to execute the Contract. he or she shall pay all additional expenses which the employer has to incur in inviting new tenders and pay the difference between his or her tender and any less favourable tender accepted, as well as any consequential loss which may arise as a result of his/her non-fulfilment of his/her obligations: Provided that the employer may exempt a tenderer from the provisions of this sub-regulation if he is of the opinion that such non-performance is justifiable. When during the above-mentioned circumstances it is not deemed expedient to invite new tenders, the employer may entertain a recommendation for acceptance of a tender from those already received.”

Clause Number	Clause Heading	Data / Wording
C.2.17	Clarification of tender after submission	"The tenderer is to provide clarification with regards to a request for clarification from the employer, within 48 hours of the employer making the request, failing which, the tender offer will be considered non-responsive."
C.2.20	Letter of Intent	The tenderer is required to submit with his tender a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document.
C.2.23	Certificates	The tenderer is required to submit with his tender: a) A copy of a valid Tax Pin Number. b) An original and valid certified B-BBEE status level verification certificate or a certified copy thereof, substantiating the bidding entity's B-BBEE rating. Only certificates issued by verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA) will be accepted. Failure to submit as required will result in the bidder scoring zero (0) points for B-BBEE. c) Copies of legal registration documents of company /close corporations/partnership, including certified copies of Identity Documents. d) Joint Venture Agreement and Power of Attorney for Joint Ventures with the Targeted Enterprise. e) Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) f) Documents and Schedules listed in Part T2.
C.3.4	Opening of tender submissions	Tenders will be opened to the public immediately after closing of tender submission time
C.3.11.3	Evaluation of Tender Offers	Tenders will be considered non-responsive if: a) The tender was not properly received. b) The tender is not in compliance with specifications. c) The tender does not comply with the requirements of the standard conditions of tender.) d) The tender is not properly and fully completed and signed where required. e) Both the tender document and returnable documents and schedules have not been submitted by the time stipulated.

Clause Number	Clause Heading	Data / Wording
		f) The tenderer has failed to respond to any other requirements of the tender documents. g) The tenderer has failed to clarify or submit any supporting documentation within seven days of being requested to do so in writing; and h) The tender includes material deviation or qualification.
C.3.11.4	Disqualification Criteria	BIDDERS WILL BE DISQUALIFIED FOR: • Failure to complete and sign the Offer page; • Failure to complete and submit a Priced Bill of Quantities in full. • Failure to duly complete Form A3 (where required) that includes for any addenda that may have been issued where such addenda have a material effect on the price; • Failure to be registered and active with CIDB in the relevant grading. • Failure to attend the compulsory briefing session. • Termination during the last five (5) years on previous contracts with the CapeNature or any other organ of state after written notice was given to that bidder. • Completing the tender document in pencil. • Submitting a bid after the closing date and time. • Failure to perform with previous/current Cape Nature contracts and/or are dispute with Cape Nature
C3.13	Acceptance of Tender Offers	Tender offers will only be accepted if: a) The tenderer submits a letter of intent from an approved financial institution undertaking to provide the Construction Guarantee in the format included in Part C1.3 of this procurement document. b) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) The tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. e) The tenderer has completed the Declaration of Interest and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. f) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. g) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the

Clause Number	Clause Heading	Data / Wording
		necessary competencies and resources to carry out the work safely. h) The tendering entity or the directors/partners of the tendering entity are in good standing with the local authority / municipality. i) Upon verification of all items highlighted above by Cape Nature, the result of the verification has been successful for all items highlighted above
C.3.18	Number of Paper Copies	The number of paper copies of the signed contract to be provided by the employer is 1 (one).
C.3.19	Correction of errors	Arithmetical errors, omissions and discrepancies: 1. Arithmetical errors, omissions and discrepancies in this framework tender The quotation will be checked for: a) Gross misplacement of the decimal point in any unit rate. b) Omissions that were made when completing the price list; or c) Arithmetic errors in: - The totals of line items resulting from the product of a unit rate and a quantity in price list; or - Summation of the prices. When responsive tenders are checked for arithmetic errors, corrections are made in the following manner: a) Where there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern, and the line-item total shall be corrected. b) Where an obvious gross misplacement of the decimal point in the unit rate was made, the unit rate shall be corrected, and the line-item total shall be adjusted accordingly. c) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the summation of prices, the total of the price tendered shall be adjusted accordingly.
		Tender offers will only be responsive if: a) The tenderer attended the compulsory site/clarification meeting and completed and signed the attendance register and submitted the properly completed and signed clarification Meeting Certificate. b) The tenderer is registered on the WCSEB, and his/her registration has not expired by close of tender. c) The tenderer is registered on the CSD, and his/her registration has not expired by close of tender. d) The tenderer is registered on the CIDB Register of Contractors in the appropriate contractor grading designation as stated in the Tender Data by close of tender. e) The tenderer has signed the Tendering entity and authority of signatory schedule. f) The tenderer submits this complete tender document with all returnable documents, schedules and annexures applicable, duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in this Tender Data at the close of tender. g) The tenderer or any of its directors is not listed on the National Treasury's Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004 as a

Clause Number	Clause Heading	Data / Wording
		person prohibited from doing business with the public sector and the National Treasury's database of Restricted Suppliers. h) The tenderer has not: 1. Abused the Employer's Supply Chain Management System. 2. Failed to perform or complete any previous contracts and has been given a written notice to this effect, within the last 12 months; and 3. Submitted more than one offer. i) The tenderer has completed the Compulsory Declaration, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the tenderer's
C.3.20	Rejection of Quotes/Proposals	Any effort by a bidder to influence the bid evaluation, comparisons, or award decisions in any manner, may result in rejection of the bid. CapeNature shall reject a bid if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract. CapeNature may disregard any bid if the bidder or any of its subcontractors: • Is not tax compliant. • Have abused the Supply Chain Management (SCM) system of a department or any other government department, agency, or entity. • Have committed proven fraud or any other improper conduct in relation to such system. • Have failed to perform on any previous contract. • Supplied incorrect information in the bid documentation. • Not fully registered on the Central Supplier Database (CSD). • Did not submit a valid Declaration of Interest.
C.3.21	Disclaimer	Details of the award will be published (on the e-tender portal/ other media) by CapeNature under National Treasury Instruction No. 1 of 2015/2016

PRE-FUNCTIONALITY EVALUATION SCHEDULE

The firm's tender responsiveness in relation to points is therefore summarized as follows:

The pre-functionality will be scored using the following values:

A maximum equal to 80 tender evaluation points will be awarded for functionality.

Scoring (Pre-functionality)

A maximum equal to **80 pre-functionality evaluation points** will be awarded for quality. Only bidders who score 70% and above will be further evaluated in terms of the 80/20 price/preference points system in line with the Preferential Procurement Policy Framework Act (Act No.5 of 2000).

1	Relevant Work Experience and Capability	30
1.1.	Previous Contracts in nature reserves and conservation areas • Provide a descriptive list of all completed contracts in nature reserves and conservation areas Total scoring: 5 or more Letters=20 points; 3-4 Letters=10 points; 1-2 Letters =5 points; No Letters =0 points	20
1.2.	Letters of Reference • Provide favourable letters of reference from architects and/or consultants for completed construction contracts to buildings and developments of a similar in nature or of greater scope to this tender Total scoring: 5 or more Contracts=10 points; 3-4 Contracts=5 points; 1-2 Contracts=3 points; No letter=0 points	10
2	Contract Management Capability	10
2.1.	Contract Management Personnel - General • Provide CV and details of the company in-house capacity for contract administration by giving the details of at least one personnel member qualified in the field of construction management Scoring – add up the following: Formal tertiary construction management qualification=5 points; More than 5 years fulltime contract management experience=5 points; Less than 5 years fulltime contract management experience=3 points.	10
3	Resources	30
3.1.	Project organogram • Provide a detailed organogram and CV's of the leadership and management structure you intend to mobilize on a substantially full time basis on this contract (INCLUDING architects, engineers, surveyors) Scoring – add up the following: Personnel experience details=5 points; Employer's adequacy rating of organogram=3 points; Personnel tertiary qualification details=2 points	5
3.2.	Company infrastructure • Provide a detailed list of key plant and manpower capacity available locally of your company with specific reference to the operational needs of this project from the point of view of construction Scoring – add up the following: Own plant resources=5 points; Hired plant resources=3 points Own manpower resources=5 points; Subcontracted manpower resource =3 points	10

TENDER NUMBER: WCNCB 18/11/2025

3.3.	Project Construction Management Personnel • Provide CV of the Construction Manager for contract administration, who will be employed on this contract Scoring – add up the following: 5 or more contract experience=5 points; Less than 5 contract experience= 3 points.	5
3.4	Project full time key personnel – Support role • Provide CV of the key personnel to be employed on a substantially full time on this project. Scoring – add up the following: 5 or more general contract experience=5 points; Less than 5 general contract experience= 3 points.	5
4	Approach	10
4.1	Construction programme • The attention of the tenderers is drawn to the dates for completion of construction documentation in the document. • Provide an indicative construction programme including the dates for deliverables Scoring – add up the following: Construction programme provided =10 points; No construction programme provided = 0 points.	10
4.2	Health & Safety Procedures • Tenderers are to submit details of their Health and Safety procedures. Scoring – add up the following: Health & safety procedures provided =10 points; No health & safety procedures provided = 0 points.	10
4.3	Environmental Management Plan • Tenderers are to submit details of their Environmental Management Plan. Scoring – add up the following: Health & safety procedures provided =10 points; No health & safety procedures provided = 0 points.	10
	TOTAL FUNCTIONALITY SCORE	80

THIRD AND FINAL STAGE OF EVALUATION: PRICE AND PREFERENCE

The evaluation will be done as per Preferential Procurement Regulations 2022 and in terms of the Western Cape Government's interim strategy as it relates to preference points.

Tenders will be evaluated using the 80/20 weighing matrix which will then be applied such that 80 points will be adjustment for price, and 20 points will be adjustment for preference

Tender Price evaluation

Score points are distributed as follows:

80 – Points (For Price)

Item No.	Description	Allocated Points
1.	Price Competitiveness	80

In relation to tendered price, the points allocated to the tender price will be calculated using the following formula:
A maximum of 80 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where -

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender

TENDER ADJUDICATION CRITERIA**1. Tender Evaluation Methodology****Introduction**

This section sets out the methodology that will be used to evaluate tenders as described in this document. The evaluation comprises of 3 stages:

- Compliance
- Pre-functionality
- 80/20 weighing matrix will then be applied such that 80% will be adjustment for price, 20% will be adjustment for preference

1.1 Requirements for Evaluation of Tenders**Stage One - Compliance**

Tenders will be subject to the following:

- a) CIDB requirements
- b) Tenders have been submitted on time
- c) Tenders are completely filled in and have all the required documentation to enable them to be evaluated in accordance with this section
- d) Tenders are completed according to the guidelines issued within the tender document.
- e) Tender data are to be concise and verifiable.

Tenders that do not meet the above requirements will be rejected.

Tenders that meet the requirements will be further evaluated in stages two

1.2 Stage Two – Pre-functionality

Tenderers' will be required to diligently complete stage two. This data will be included as addendums in the compilation of the contract.

1.3 Scoring

1	Relevant Work Experience and Capability	30
2	Contract Management Capability	10
3	Resources	30
4	Approach	10
	TOTAL FUNCTIONALITY SCORE	80

The method of scoring each criterion will be that the Tenderer with the most competitive price will receive the maximum points available for that criterion. Each remaining Tenderers' price will be awarded a score based on the percentage difference between their price and that of the most competitive price

PART T2: RETURNABLE DOCUMENTS**T2.1 LIST OF RETURNABLE DOCUMENTS****T2.1.1 Returnable Documents and Schedules required for tender evaluation purposes**

The tenderer must complete the following returnable schedules

- Form A1:** Authority to sign Tender
- Form A2:** Record of Addenda to Tender Documents
- Form A3:** Banking Details
- Form A4:** Questionnaire on tenderer's procedures with respect to OHSA and Construction Regulations
- Form A5:** A copy of a valid Tax Pin Number
- Form A6:** Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3)
- Form B1:** Proof of CIDB Grading
- Form B2:** Schedule of recently completed contracts
- Form B3:** Schedule of Current Contracts
- Form B4:** Schedule of Construction Plant, Equipment and Labour
- Form B5:** Schedule of Proposed Subcontractors
- Form B6:** Schedule of Proposed Key Personnel and detailed CV's of all key personnel
- Form B7:** Quality plans
- Form B8:** Preliminary Construction Programme
- Form B9:** Declaration of interest
- Form B10:** Certificate of Independent Bid Determination
- Form B11:** A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit
- Form B12:** Declaration of Bidder's Past Supply Chain Management Practices
- Form B13:** Bills of quantities

T2.1.2 Other Documents that will be incorporated into the contract

- Form of Offer and Acceptance
- Contract Data
- Priced Bill of Quantities
- Occupational Health and Safety Agreement (C1.4)
- Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993 (C1.5)
- Approved Construction Programme

FORM A1: Authority to Sign Tender

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. If the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM A2: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer's Representative before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

.....
Signature

(of person authorised to sign on behalf of the Tenderer)

.....
Date

FORM A3: Banking Details

I/We hereby authorise the Employer to approach the following bank for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE
Name of Bank	
Branch Name	
Branch Code	
Street Address	
Postal Address	
Name of Manager	
Telephone Number	
Fax Number	
Account Number	

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM A4: Questionnaire on Tenderer's Procedures with respect to the Occupational Health and Safety Act (OHSACT) and Construction Regulations.

1. Name of the employee to be appointed as Construction Manager [Construction Regulation 8 (1)]
.....
2. Name of the employee to be appointed as Construction Supervisor [Construction Regulation 8 (7)]
.....
3. Names of the competent employees to assist the Construction Supervisor [Construction Regulation 8 (8)]
.....
.....
4. Name of the person to be appointed to conduct base line and ongoing risk assessments [Construction Regulation 9 (1)]
.....
5. Name of competent person to be appointed as occupational health and safety officer [Construction Regulation 8 (6)]
.....
6. Will the employees to be appointed on the project be in possession of proof of health and safety induction training that will address the project specific risks and exposures [Construction Regulation 9 (1) (a)]? Yes / No.
If no, what are the tenderer's proposals for such training?
.....
7. Are the tenderer's tools, plant and equipment tested and inspected regularly i.e. daily for vehicles and equipment and at least weekly for other tools and hand tools in terms of safety compliance? Yes/No
If no, what are the tenderer's proposals for such testing?
.....
8. Will a dedicated supervisor be designated to manage the process to test and inspect all tools, plant and equipment? Yes/No
If no, what are the tenderer's proposals for such designation?
.....
9. What other measures will the tenderer take to comply with the OHSACT and the Construction Regulations? Yes/No

TENDER NUMBER: WCNCB 18/11/2025

If no, what are the tenderer's proposals to comply with this requirement?

.....
.....

9. Is the tenderer registered and in good standing with the Compensation Commissioner or
duly approved compensation insurer?..... Yes/No

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM A5: Copy of a valid Tax Pin Number.

The tenderer shall include as an attachment to their submission a copy of a valid Tax Pin Number which shall be obtained by the tenderer from the South African Revenue Service (SARS).

In the event of a joint venture each member shall comply with the above requirement.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM A6: Letter of Intent

The tenderer shall include as an attachment to their submission a Letter of Intent from a Financial Institution to provide a Construction Guarantee in accordance with the JBCC pro-forma (refer C1.3).

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM B1: CIDB Grading

The tenderer shall include as an attachment to their submission the proof of CIDB grading.

In the event of a joint venture each member shall comply with the above requirement.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM B2: Schedule of Recently Completed Contracts

The Tenderer shall list below five projects of a **similar nature** completed by the Tenderer in the past ten years. Similar nature refers to building projects, with a minimum value of R3m. This form is to be completed and submitted together with reference letters from the employer on their letterhead for each of the projects listed.

This information is material to the award of the Contract.

(In the event of insufficient space, attach supplementary documentation)

EMPLOYER (Name, Tel No and Fax No)	PRINCIPAL AGENT (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

.....
Signature

(of person authorised to sign on behalf of the Tenderer)

.....
Date

TENDER NUMBER: WCNCB 18/11/2025

FORM B3: Schedule of Current Contracts

The Tenderer shall list below the contracts not yet completed. This information is material to the award of the Contract.

(In the event of insufficient space, attach supplementary documentation)

EMPLOYER (Name, Tel No and Fax No)	LOCATION	NATURE OF WORK	VALUE OF WORK	EXPECTED DATE OF COMPLETION

.....
Signature

(of person authorised to sign on behalf of the Tenderer)

.....
Date

TENDER NUMBER: WCNCB 18/11/2025

FORM B4: Schedule of Construction Plant & Equipment

The following are lists of Construction Plant and Equipment that I/We presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) **Details of Equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION	QUANTITY	YEAR ACQUIRED

Attach additional information in a supplementary document

- (b) **Details of Plant & Equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional information in a supplementary document

.....
Signature

(of person authorised to sign on behalf of the Tenderer)

.....
Date

I/We hereby notify you that it is my/our intention to employ the following Sub-Contractors for work in this contract. Tenderers are to provide details of their subcontractors for the following trades: **All Trades.**

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR OR RECENT WORK EXECUTED BY THE SUB-CONTRACTOR

(of person authorised to sign on behalf of the Tenderer)

Date _____

FORM B6: Proposed Key Personnel

The Tenderer shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the site, together with their qualifications, experience and positions held. (on-site full time, notify employer of change of staff, same qualification)

LOCATION	DESIGNATION	CRITERIA	NAME AND NATIONALITY OF PROPOSED CANDIDATE	SUMMARY OF QUALIFICATIONS & EXPERIENCE
HEAD OFFICE (Minimum 30% presence on site)	Contracts manager	Minimum of a National Diploma and 5 years' experience as a Contracts Manager in similar projects and a Professional. Construction Manager (Pr CM/CPM) with the SACPCMP.		
SITE OFFICE	Site Agent	Minimum of 5 years of experience as a Site Agent on similar projects with minimum qualification of a BTech in the Built Environment.		
	General Foreman	Minimum of 5 years of experience as a General Foreman in similar projects		
	Health and Safety Officer	5 years' experience as a construction health and safety officer and has experience in major building works projects. With minimum registration with SACPCMP as Construction Health and Safety Officer or higher.		
	SMME Supervisor	Minimum 5 years of experience in construction supervisory roles in similar projects		

NOTE: Detailed Curriculum Vitae of proposed candidates are to be separately provided. Said CV's MUST indicate qualifications (proof of which is to be attached), number of years' experience, and the nature and value of projects completed including the role performed on said projects.

.....
Signature

(of person authorised to sign on behalf of the Tenderer)

.....
Date

TENDER NUMBER: WCNCB 18/11/2025

FORM B7: Quality plan

The Tenderer shall state below the proposed quality plan for the works

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM B8: Preliminary Construction Programme

The tenderer shall include as an attachment to their submission the preliminary Construction Programme for the works.

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM B9: Declaration of interest

The tenderer shall include as an attachment to their submission the declaration of interest

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

WCBD 4

*PROVINCIAL GOVERNMENT OF WESTERN CAPE***DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION**

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly-

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—

(i) that amounts to the-

(aa) illegal. dishonest. unauthorised. incomplete. or biased: or

(bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:

(ii) that amounts to-

(aa) the abuse of a position of authority;

(bb) a breach of trust; or

(cc) the violation of a legal duty or a set of rules;

(iii) designed to achieve an unjustified result; or

(iv) that amounts to any other unauthorised or improper inducement to do or 45
not to do anything. of the, is guilty of the offence of corruption

“CSD” means the Central Supplier Database maintained by National Treasury;

“**employee**”, in relation to –

(a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and

(b) a public entity, means a person employed by the public entity;

“**entity**” means any -

(a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or

(b) sole proprietorship;

“**entity conducting business with the Institution**” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“**Family member**” means a person’s -

(a) spouse; or

(b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“**intermediary**” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“**Institution**” means –

a provincial department or provincial public entity listed in Schedule 3C of the

Act; “**Provincial Government Western Cape (PGWC)**” means

(a) the Institution of the Western Cape, and

(b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

(a) partner in marriage or civil union according to legislation;

(b) partner in a customary union according to indigenous law; or

(c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.

a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:

(i) resigned as an employee of the government institution or;

(ii) cease conducting business with an organ of state or;

(iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.

8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution

9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

10. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities

to:

- (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.
13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A: DETAILS OF THE ENTITY	
CSD Registration Number	MAAA
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

1.1

C2. TABLE C**Complete the below table to the maximum of the last 5 contracts.**

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby
swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....

DULY AUTHORISED

REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES: Commissioner of Oaths

Designation (rank):.....ex officio: Republic of South Africa

Date: **Place:**

Business Address:

FORM B10: Certificate of Independent Bid Determination

The tenderer shall include as an attachment to their submission the Certificate of Independent Bid Determination

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM B11: A valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit

The tenderer shall include as an attachment to their submission a valid originally or certified copy of the B-BBEE status level verification certificate, substantiating the B-BBEE rating or an EME must submit an affidavit

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and **"tender"** is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice;
 - or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; and includes all applicable taxes;
- 1.19 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **“the Regulations”** means the Preferential Procurement Regulations, 2022;
- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to this tender.
- 2.3 Preference points for this bid shall be awarded for:
- a) Price; and
 - b) B-BBEE Status Level of Contribution

- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points Price and B-BBEE must not exceed	100

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
(a) points out of 80 for price; and
(b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

TENDER NUMBER: WCNCB 18/11/2025

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. **BID DECLARATION**

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6**

- 8.1 B-BBEE Status Level of Contribution = (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. **SUB-CONTRACTING**

- 9.1 Will any portion of the contract be sub-contracted? **YES / NO**
- 9.1.1 If yes, indicate:
- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME or QSE? **YES / NO**
- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. **DECLARATION WITH REGARD TO COMPANY/FIRM**

- 10.1 Name of company/entity :
- 10.2 VAT registration number :
- 10.3 Company Registration number :

- 10.4 TYPE OF COMPANY/FIRM
- ☐ Partnership/ Joint Venture/ Consortium
 - ☐ One-person business/ sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company

[SELECT APPLICABLE ONE]

- 10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
 - (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
 - (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
 - (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is

not a natural person to a fine not exceeding 10 per cent of its annual turnover.

- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

FORM B12: Declaration of Bidder's Past Supply Chain Management Practices

The tenderer shall include as an attachment to their submission a Declaration of Bidder's Past Supply Chain Management Practices

.....
SIGNATURE

(of person authorised to sign on behalf of the Tenderer)

.....
DATE

FORM B13: Bills of Quantities (Refer C2.2)

The BOQ pages (see C2.2), must be completed in full, completed in pen, corrections are to be crossed out and initialled, and each page initialled.

PART C1: AGREEMENT AND CONTRACT DATA**C1.1 FORM OF OFFER AND ACCEPTANCE****Offer**

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

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEED TOL CAMPSITE - LIMETBERG RESERVE

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....Rand (in words); R.....(in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

TENDERER:**WITNESS:**

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date

Name and address of organisation:

TENDER NUMBER: WCNCB 18/11/2025

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

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts 1 to 4 above.

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 duly signed by the authorised representative(s) of both parties.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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.

EMPLOYER:**WITNESS:**

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date

Name and address of organisation:

CAPENATURE
PGWC Shared Services Centre cnr Bosduif & Volstruis Streets
Bridgetown 7764

TENDER NUMBER: WCNCB 18/11/2025

Schedule of Deviations**Notes:**

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of contract,

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

TENDERER:

Signature

Name

Capacity

Name and address of organisation:

WITNESS:

Signature

Name

Date**EMPLOYER:**

Signature

Name

Capacity

Name and address of organisation:

WITNESS:

Signature

Name

Date

Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the _____ (day) of _____ (month) _____ (year)

at _____ (place)

CONTRACTOR:**WITNESS:**

Signature

Signature

Name

Name

Capacity

Capacity

Date

Date

C1.2 CONTRACT DATA**PART 1: Data Provided by the Employer**

The Conditions of Contract are the *JBCC Principal Building Agreement (May 2018, Edition 6.2)*, published by the Joint Building Contracts Committee. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-3154140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-4632022) or the South African Institute of Architects (011-4860684).

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

Clause	Data
1.1	The Employer is : CapeNature Address (physical) : PGWC Shared Services Centre cnr Bosduif & Volstruis Streets, Bridgetown 7764
1.2	The Principal Agent is : V3 Consulting Engineers Address (postal) : PO Box 6449, : Welgemoed, 7538 : South Africa Address (physical) : Unit 214 & 215, Portion 2nd Floor, : The Cliffs Office Block 1, Niagara Way, : Tyger Falls, Telephone : +27 (0) 21 045 0060 e-mail : shivam.sukhnandan@V3consulting.co.za
1.3	The Principal Agent named in is responsible for the preparation of the contract data schedule and must be contacted should the tenderer be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender being disqualified
2.1	The law applicable to this agreement : South Africa
2.2	The works comprise: The Construction of Container Staff Housing at Tweede Tol Campsite - Limietberg Reserve
2.3	The site is situated in: Tweedetol Capsite in the Limietberg Nature Reserve
2.4	Possession of the site : Approximately 120 days after the tender closing

Clause	Data
2.5	The period for the commencement of the works after the contractor takes possession of the site is 10 working days, provided that all guarantees, insurances, construction permits, etc. are in place as no extension of time will be granted to the Contractor in failing to provide these documents timeously.
2.6	Completion of the works in sections is required: No
2.7	Waiver of the contractor's lien or right on continuing possession is required: Yes
2.8	Defined restrictions to the site area: The contractor is to adhere to strict working times of 7am – 5pm daily.
2.9	Geotechnical investigation of the site has been undertaken: No
2.10	Existing premises will be occupied: No
2.11	Provision of temporary services is required: Yes (As described below)
	Service
	Water A
	Electricity A
	Telecom A
	Ablutions A
	Note: Option A = Contractor at his cost. Option B = Employer free of charge. Option C = Employer metered (contractor cost).
2.12	Protection of existing trees and shrubs is required: yes
3.1	Contract works insurance is to be effected by the: • Contractor • For an amount of Contract Sum + 10%
3.2	Supplementary insurance (SASRIA): is to be effected by the • Contractor • For an amount of Contract Sum + 10%

Clause	Data
3.3	Public liability insurance is to be effected by the • Contractor • For the sum of R2.5 million
3.4	Support insurance: N/A
3.5	Special insurance: N/A
4.0	For the works as a whole: The date for practical completion is 10 Weeks after possession of the site The penalty per calendar day is 0.05% of the contract amount per calendar day
5.1	Construction documents copies to be supplied to the contractor free of charge: One copy of the drawings
5.2	The priced document may be used as a specification of materials and goods and work methods: No
5.3	The contractor shall provide a schedule of rates: No , (The completed Bills of Quantities must be supplied)
5.4	Changes made to JBCC standard document: Yes - refer to the additions, deletions and alterations to the JBCC Principal Building Agreement as listed under Clause 6.0 below.
5.5	On acceptance of the tender the priced document is to be submitted within: Not Applicable - Fully priced BOQ to be submitted with the tender.
5.6	Work to be undertaken by direct contractors : None anticipated at present but the Employer has the right to employ direct contractors as it deems fit.

Clause	Data
5.7	On achievement of practical completion, the contractor is to hand over: All required manuals etc. related to the works which must include but not be limited to: Electrical, Electronics, HVAC, Plumbing & Drainage, Fire Fighting, Waterproofing, etc. All required certificates of compliance (COC) related to the works. The maintenance plans and specifications related to the works.
5.8	The interim payment certificate: 25th of every month
5.9	The contract value shall not be adjusted according to CPAP and shall be a fixed priced contract.
6.0	CHANGES MADE TO THE STANDARD JBCC DOCUMENT ARE:
6.1	The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies. The additions, deletions and alterations to the JBCC Principal Agreement are: (REFER TO ANNEXURE A: BILL OF QUANTITIES, SECTION NO.1 Preliminary and General)
6.2	DEFINITIONS AND INTERPRETATION Clause 1.1 is deemed to be amended by the addition and amendments of the following: Change the Definition of "AGREEMENT" to read as follows: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. Change the Definition of "CONSTRUCTION PERIOD" to read as follows: The period commencing on the date of site hand over and ending on the date of practical completion. Change the Definition of "CONTRACT DOCUMENTS" to read as follows: The agreement and all documents referenced therein. The contract documents shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the JBCC Principal Building Agreement as amended in the contract data shall prevail over all other contract documents. Change the Definition of "CONTRACT SUM" to read as follows: The total of prices in the Form of Offer and Acceptance.

Clause	Data
	EXCEPTIONALLY INCLEMENT WEATHER means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected.
6.3	DOCUMENTS Clause 5.2 is amended by deleting the following: "Formal signatures are not required to render this agreement binding"
6.4	EMPLOYER'S AGENTS Clause 6.5 is deleted and replaced with the following: 6.5 "Should the principal agent or any agent be unable to act or cease to be an agent, the employer shall inform the contractor of the new principal agent or agent appointed.
6.5	DESIGN RESPONSIBILITY Clause 7.0 is amended by the addition of the following clauses to the end thereof: 7.4 Notwithstanding the provisions of clause 7.2, the contractor is to ensure that nominated, selected or domestic subcontractors shall simultaneously with the signing of the relevant nominated, selected or domestic sub-contract sign and deliver to the employer a design materials and workmanship warranty and undertaking in favour of the employer. 7.5 Any subcontractor whose subcontract involves design work will be required to provide to the employer evidence of "professional indemnity" insurance for such design work. If the contractor fails to obtain the necessary design warranties and / or indemnities from the subcontractors, the design responsibility shall be deemed to devolve upon the contractor"
6.6	CONTRACTOR'S SITE REPRESENTATIVE Clause 6.0 is amended by the addition of the following clauses to the end thereof: 6.3 The contractor shall submit a full organogram of the site personnel with the names of the management team which will be allocated to the project for the construction of the works. 6.4 Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel with a person with equivalent competencies and subject to approval by the principal agent.

Clause	Data
	6.5 The contractor's representative shall not be a person against whom the principal agent shall make a reasonable objection.
6.7	COMPLIANCE WITH LAWS AND REGULATIONS Clause 7.0 is amended by the addition of the following clause to the end thereof: 7.2 The employer reserves the right to pay (i.e. whether direct or through the contractor) for all or any permanent connections to local or other authority services for which provisional amounts have been included within these bills of quantities or within any selected sub-contract documents. In the event of the employer paying for these charges, the contractor will not be entitled to the applicable and agreed mark-up in terms of clause 32.4. All such provisional amounts included in the contract sum will be omitted.
6.8	INDEMNITIES Clause 9.1 is amended by the addition of the following clause to the end thereof: 9.1.4 The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the employer is a party. Clause 9.2.7 is deleted.
6.9	EFFECTING INSURANCES Delete Clause 12.6
6.10	SECURITY Clause 11.1 is deleted and replaced with the following clause: 11.1 The contractor shall provide the security as stated in the contract data. Such security shall be provided to the employer within twenty-one (21) calendar days of acceptance of the contractor's tender.

Clause	Data
	Clause 11.1.2 is deleted and replaced with the following clauses: 11.1.2 The employer has selected the security in terms of clause 11.0, which is a fixed construction guarantee and payment reduction. This guarantee is to be issued by the contractor: 11.1.2.1 The contractor shall furnish the employer with a fixed construction guarantee equal in value to ten per cent (10%) of the contract sum within fourteen (14) calendar days from the offer of appointment date 11.1.2.2 The fixed construction guarantee shall come into force, be administered and expire in terms of the construction guarantee form included under Part C1 Agreement and Contract Data, Clause C1.3 Construction Guarantee. 11.1.2.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of its expiring. 11.1.2.4 The payment reduction to the value certified in a payment certificate shall be made [31.8, 34.8]. 11.1.2.5 Where the employer has a right of recovery against the contractor [33.0], the employer may issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction [33.4] or both. Clause 14.6 is deleted and replaced with the following clause: 14.6 Payment made by the guarantor to the employer in terms of a construction guarantee shall not prejudice the rights of the employer or contractor.
6.11	PREPARATION FOR AND EXECUTION OF THE WORKS Clause 15.1 is amended by the addition of the following to the end thereof: 15.1.3 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of date of acceptance of the tender. Clause 15.2 is amended by deleting 15.2.1 and replacing with the following clause: 15.2.1 Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1. Clause 15.2.2 is deleted. Clause 15.2.3 is deleted. Clause 15.5 is amended by the addition of the following clauses to the end thereof: 15.5.1 The contractor shall furnish samples of materials and specimens of finishes as

Clause	Data
	may be called for by the principal agent for his approval. 15.5.2 The principal agent may instruct the contractor to furnish samples of workmanship for his approval. Where the principal agent requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly.
6.12	SITE AND ACCESS Clause 16.7 is amended by the addition of the following: The contractor shall be deemed to have familiarised himself with all known services, servitudes, etc. Any queries relating to information regarding all known existing services, servitudes, etc. should be directed to the principal agent. The contractor shall be held responsible for damage to existing services caused or arising out of the contractor's operations. Wherever a service is damaged it shall be replaced at the expense of the contractor.
6.13	SETTING OUT Cause 13.0 is amended by the addition of the following clauses at the end thereof 13.2 The contractor shall continuously perform tolerance control checks throughout the contract period and report on these at regular intervals to the principal agent in a format approved by the principal agent. Should the contractor fail to comply with this requirement to the satisfaction of the principal agent, progressively as the structure is constructed, the employer shall be entitled to commission a registered land surveyor to do so on the contractor's behalf and at the contractor's expense. 13.3 The contractor shall provide general attendance and all reasonable assistance to the abovementioned or any other land surveyor who may be appointed by the employer.
6.14	TEMPORARY WORKS AND PLANT Clause 19.0 is amended by the addition of the following clauses: 19.3 ...including but not limited to fencing off the site 19.4 The contractor shall provide air-conditioned office accommodation for meetings suitable for 10 persons. The office accommodation is to be kept clean and fit for use at all times by the contractor. 19.5 The contractor shall provide 1 No main notice board of an approved design with the title of the project and the names of the employer, the principal agent, the

Clause	Data
	agents and the contractor sign written thereon. The principal agent shall instruct the contractor where the boards are to be erected".
6.15	PRACTICAL COMPLETION Clause 24.0 is amended by replacing the word list with lists. Clause 19.0 is amended by the addition of the following clauses to the end thereof: 19.8 Without derogating from the generality of the requirements for practical completion the following specific requirements shall apply: 19.8.1 Defects occurring after the issue of the practical completion list requiring remedial work that will in the opinion of the principal agent cause disruption will cause the issue of the certificate of practical completion to be withheld until such defects have been rectified to the satisfaction of the principal agent. 19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local / national authority) from the contractor to achieve practical completion: a) A certificate from the contractor that all aspects of the construction regulations of 2014 have been complied with. b) A certificate from the contractor that the National Building Regulations have been complied with c) An electrical certificate of compliance. d) Soil poisoning certificate of compliance. e) Glazing certificate of compliance. f) Roof Sheeting certificate of compliance. g) Plumbing certificate of compliance. h) Compaction results i) Cube testing results j) Truss manufacturer's certificate of compliance. k) Roof Truss installation certification. 19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the principal agent prior to practical completion being granted. In addition to the abovementioned documentation a formal "on site" handover will be required to be conducted with every discipline in the presence of the contractor as well as the applicable services subcontractor. 19.9 After the issue of the certificate of practical completion, entry upon the works to make good defects shall be at such reasonable times as shall be agreed by the principal agent.
6.16	REVISION OF DATE OF PRACTICAL COMPLETION Clause 23.1.1 shall be deleted and replaced with the following: 23.1.1 Exceptionally inclement weather

Clause	Data
	"Exceptionally inclement weather" shall be defined as weather conditions in excess of the monthly average recorded for the past 10 (ten) years by the nearest commonly recognised weather bureau in the region of the project. The contractor shall be deemed to have allowed in his programme for the works and opposite this item or in his rates, for the cost of all delays as a result of weather conditions which are average. A delay caused by exceptionally inclement weather conditions will be regarded as a delay only if, in the opinion of the principal agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 30 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days. Clause 23.0 is amended by the addition of the following clauses to the end thereof: 23.9 Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed.
6.17	INTERIM PAYMENT Clause 25.2 is deleted and replaced by the following: 25.2 The principal agent shall issue an interim payment certificate every month until the issue of the final payment certificate. The contractor is to issue his payment requisition to the quantity surveyor by the 15th of each month in preparation for the quantity surveyor to issue a valuation to the principal agent by the 23rd of each month, failure to submit a claim will entitle the quantity surveyor to submit a reasonable value for the works done. The payment certificate shall be issued on the date stated and may be for a nil or negative amount. Clause 25.5 is amended by the deletion of the first sentence and replaced with the following: Materials and goods shall not, as a general rule, be included in the value certified. Should the principal agent agree, such materials and goods shall be included in the value certified only where, to the satisfaction of the principal agent, the contractor has issued a bank guarantee to the employer in a format to be approved by the principal agent. Clause 25.12 is amended as follows: Clause 25.12.1 is deleted and replaced with the following: 25.12.1 Ninety per cent (90%) of such value in interim payment certificates issued up

Clause	Data
	to the date of practical completion. Clause 25.12.2 is deleted and replaced with the following: 25.12.2 Ninety-five per cent (95%) of such value in interim payment certificates issued on to the date of practical completion and up to but excluding the date of final completion Clause 31.8.3 is deleted Clause 25.10 is deleted and replaced with the following: 25.10 The employer shall pay to the contractor the amount certified in an interim payment certificate within thirty (30) calendar days of the date of receipt of the contractor's tax invoice for the amount certified. Clause 25.15 is deleted and replaced with the following clause: 25.15 The employer shall pay the contractor the amount certified in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the contractor giving the employer a tax invoice for the amount due. Clause 25.16 is deleted and replaced with the following clause: 25.16 The contractor shall accept or object to the final account within forty-five (45) calendar days of receipt thereof. On acceptance or should the contractor not object with reasons to the final account within such period, the principal agent shall issue the final payment certificate.
6.18	FINAL ACCOUNT AND FINAL PAYMENT Clause 34.3 is deleted and replaced with the following clause: 34.3 The contractor shall accept or object to the final account within forty-five (45) calendar days of receipt thereof. On acceptance or should the contractor not object with reasons to the final account within such period, the principal agent shall issue the final payment certificate [34.5]. Clause 34.10 is deleted and replaced with the following clause: 34.10 The employer shall pay the contractor the amount certified in the final payment certificate within thirty (30) calendar days of the date of issue of the final payment certificate subject to the contractor giving the employer a tax invoice for the amount due.
6.19	TERMINATION BY THE EMPLOYER – CONTRACTOR'S DEFAULT Clause 29.1 is amended by the addition of the following clauses to the end thereof: 29.1.4 The contractor's refusal or neglect to comply strictly with any of the conditions

Clause	Data
	of contract. 29.1.5 The contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa. 29.1.6 The contractor, in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 29.1.7 The contractor fails to perform in terms of the agreement or the employer on reasonable ground believe that the contractor may not be able to comply with his obligation.
6.20	Refer to the Preliminaries Section in the Bill of Quantities for any additional amendments to the Standard JBCC Document.

PART 2: Data Provided by the Contractor

The Contractor is advised to read the *JBCC Principal Building Agreement (May 2018, Edition 6.2)* and section 3.0 *Payment and adjustment of preliminaries* contained in the associated *Contract Data CE*, published by the Joint Building Contracts Committee, in order to understand the implications of this Data which is required to be completed. Copies of these documents may be obtained from the Association of South African Quantity Surveyors (011-315 4140), the Master Builders Association (011-205-9000) the South African Association of Consulting Engineers (011-463 2022) or the South African Institute of Architects (011-486 0684)

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

Clause	Data with reference to the JBCC Principal Building Agreement (Edition 6.2, May 2018)	
1.0	The Contractor is. Name : The address of the Contractor is: Address (physical) : Address (postal) : Telephone : Facsimile: E-mail : TAX / VAT Registration No :	
2.1	The security provisions selected are:	
[11.1.1]	Variable construction guarantee	NO
[11.1.2]	Fixed Construction Guarantee and Payment Reduction	YES
3.2.4	Contract Value shall be adjusted according to the CPAP: Not applicable This tender is for a fixed rate contract.	
3.2.5 [C 3.0]	Payment of preliminaries: Option A	
3.2.6 [C 4.0]	Adjustment of preliminaries: Option A	

.....
Signature

.....
Date

TENDER NUMBER: WCNCB 18/11/2025

C1.3 CONSTRUCTION GUARANTEE**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means		
Physical address		
Guarantor's signatory 1		Capacity
Guarantor's signatory 2		Capacity
Employer means		
Contractor means		
Principal Agent means		
Works means		
Site means		
Agreement means	The JBCC Principal Building Agreement (Edition 6.2., May 2018)	
Contract Sum means	The accepted amount inclusive of tax of	
Amount in words		
Guaranteed Sum means	The maximum aggregate amount of	
Amount in words		
Construction Guarantee	(Insert Variable or Fixed)	(Insert expiry date)

AGREEMENT DETAILS

Sections: Total sections (No or n/a) Last section (No / Identification or n/a)

Principal Agent issues: Interim payment certificates, Final payment certificate, Practical completion certificate/s and Final completion certificate/s

1. VARIABLE CONSTRUCTION GUARANTEE

1.1 Where a variable Construction Guarantee in terms of the Agreement has been selected this 1.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the interim payment certificate certifying in excess of 50% of the contract sum

Amount in words:

1.1.2 Reducing to the Guaranteed Sum (not exceeding 5% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid interim payment certificate and up to and including the date of the only practical completion certificate or last practical completion certificate where there are sections

Amounts in words: _____

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable practical completion certificate and up to and including the date of the only final completion certificate or last final completion certificate where there are sections

Amounts in words: _____

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable final completion certificate and up to and including the date of the final payment certificate where payment is due to the Contractor, whereupon this Construction Guarantee shall expire. Where the final payment certificate reflects payment due to the Employer, this Construction Guarantee shall expire upon payment of the full amount certified

Amounts in words: _____

1.2 For avoidance of doubt the Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the period in question

2. FIXED CONSTRUCTION GUARANTEE

2.1 Where a fixed Construction Guarantee in terms of the Agreement has been selected this 2.0 with 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire

Amounts in words: _____

3. The Guarantor hereby acknowledges that:

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

3.2 Its obligation under this Guarantee is restricted to the payment of money

4. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Construction Guarantee and demands payment of the sum certified from the Guarantor

4.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in 4.0

5. Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Construction Guarantee stating that:

5.1 The Agreement has been cancelled due to the Contractor's default and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the notice of cancellation; or

5.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5.0. The demand shall enclose a copy of the court order

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.0 and 5.0 shall not exceed the Guarantor's maximum liability in terms of 1.0 or 2.0

7. Where the Guarantor is a registered insurer and has made payment in terms of 5.0, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund

8. Payment by the Guarantor in terms of 4.0 or 5.0 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor

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

10. The Guarantor chooses the physical address as stated above for all purposes in connection herewith

11. This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of either 1.1.4 or 2.1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Construction Guarantee shall be returned to the Guarantor after it has expired

12. This Construction Guarantee, with the required demand notices in terms of 4.0 or 5.0, shall be regarded as a liquid document for the purpose of obtaining a court order

13. Where this Construction Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court

Signed at _____

Date _____

Guarantor's
Signatory 1 _____

Guarantor's
Signatory 2 _____

Witness _____

Witness _____

Guarantor's seal or stamp

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

THIS AGREEMENT between CapeNature (hereinafter called "the Employer") on the one part, herein represented by:in his/her capacity as.....
and.....

(hereinafter called "the Contractor") of the other part herein represented by
.....in his/her capacity as
.....

WHEREAS the Employer is desirous that certain works be constructed, being contract for
THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEED TOL CAMPSITE - LIMETBERG RESERVE

– and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good for the duration of construction, commencing from the handover of the site up to the end of the defect's liability period.
3. Should the contract be terminated for any reason; this agreement shall lapse upon the date of termination.
4. The Contractor declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "the Act", together with its amendments thereto.
 - (b) All the requirements of the Construction Regulations hereinafter referred to as the "Regulations", together with any amendments thereto.
 - (c) The Health and Safety Specification of the Employer as pertaining to the Contractor and to all his subcontractors.
5. In addition to the requirements of the contract, the Contractor agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the Act and the Regulations.
6. The Contractor is responsible for the compliance with the Act and the Regulations by all his subcontractors, whether or not selected or nominated and/or approved by the Employer.
7. The Contractor warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

8. The Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
- (a) The Contractor undertakes to comply with all provisions of the Act and its Regulations.
 - (b) The Contractor will be obliged to report to the Employer on a regular basis regarding compliance by the Contractor with the Act and its Regulations.
 - (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (d) The Employer hereby records an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Contractor and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

for and on behalf of the Contractor who warrants to be duly authorised to do so

Name: _____

Designation: _____

As witnesses:

1. _____

for and on behalf of the Employer who warrants to be duly authorised to do so

Name: _____

Designation: _____

As witnesses:

1. _____

C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

THIS AGREEMENT is made between the CapeNature represented by the(hereinafter called the EMPLOYER of the one part, herein represented by:
 in his/her capacity as:
 and:
 (hereinafter called the CONTRACTOR) of the other part, herein represented by.....
 in his/her capacity as:
 duly authorised to sign on behalf of the Contractor.

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

for the

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEED TOL CAMPSITE - LIMIETBERG RESERVE

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

NOW THEREFORE the parties agree as follows:

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

deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

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

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

on this the day of 20.....

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: _____

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

the day of 20.....

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: _____

PART C2: PRICING DATA**C2.1 PRICING INSTRUCTIONS**

1. The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition), 2015. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are stated in the Contract Data.
3. The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee, are forming part of the overall Preliminaries Bill of Quantities and the preliminaries specific variables are stated within the Preliminaries Bills of Quantities.
4. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "General Preambles for Trades 2017" published by the Association of South African Quantity Surveyors.
5. Unless otherwise stated, items are measured net in accordance with the drawings and no allowance is made for waste.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "amount" column and show the corresponding total tendered price.
9. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

10. The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
11. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted, subject to the Principal Agent's approval.
12. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
13. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
14. The Bills of Quantities is not intended for the ordering of materials or programming of the works. Any ordering of materials or programming of the works, based on the Bills of Quantities, is at the Contractor's risk.
15. The amount of the Preliminary Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
16. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 15 but taking into account the revised period for completing the works.
17. The amount or items of the Preliminary Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
18. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 17 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
19. The adjustment of the Preliminary Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary Section shall exclude any contingency sum, the amount for the Preliminary Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

20. It is a condition of this tender that the successful contractor shall be required to subcontract a minimum value of work to local SMME's equal to 30% of the building works. In this regard it is envisaged that separate Preliminaries will be required by these respective SMME's to execute their works and the Contractor is duly advised to strictly price separately from the 'Main Contractors' Preliminaries for Preliminaries to be paid to the respective SMME's in the execution of their works. Bidders are to also ensure that they use market related rates for SMME Pricing. Failure to do so will/may result in the tenderer being disqualified from the bidding process.
21. The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by difference between the quantities in the Bill of Quantities and the quantities certified for payment. The Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
22. For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
23. The following definitions apply to terms used in the Bill of Quantities:
- | | |
|----------|---|
| Unit | : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : The number of units of work for each item |
| Rate | : The payment per unit of work at each which the Tenderer tenders to do the work |
| Amount | : The quantity of an item multiplied by the tendered rate of the (same) item |
| Sum | : An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |
24. The units of measurements indicated in the bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:
- | | |
|----------------------|---|
| mm | = millimetre |
| m | = metre |
| km | = kilometre |
| km-pass | = kilometre-pass |
| m ² | = square metre |
| m ² -pass | = square metre-pass |
| ha | = hectare |
| m ³ | = cubic metre |
| m ³ -km | = cubic metre-kilometre |
| kW | = kilowatt |
| kN | = kilonewton |
| kg | = kilogram |
| t | = ton (1 000 kg) |
| % | = per cent |
| MN | = meganewton |
| MN-m | = meganewton-metre |
| PC Sum | = Prime Cost Sum (Cost of material supplied excluding vat, profit and labour, but including transport and delivery costs) |
| Prov Sum | = Provisional Sum |
| No | = number |
25. Occupational Health and Safety Act and Construction Regulations
A payment item in the Bill of Quantities has been made to allow the tenderers to price for compliance with OHSA and the Construction Regulations. This payment item must also include

for the erection of Visitors Indemnity Signs and for ensuring that visitors receive instructions and sign an indemnity declaration.

26. Security

The Contractor is to allow for pricing of additional security as stated in the Preliminaries section

C2.2 BILL OF QUANTITIES

Refer to Annexure A

PART C3: SCOPE OF WORK**C3.1. Description of the Works**

- C3.1.1. Employer's objectives
- C3.1.2. Overview of the works
- C3.1.3. Location of the works
- C3.1.4. Temporary works
- C3.1.5. Access and working areas

C3.2. Engineering

- C3.2.1. Design services and activity matrix
- C3.2.2. Employer's design
- C3.2.3. Design brief
- C3.2.4. Drawings
- C3.2.5. Design procedures

C3.3. Procurement

- C3.3.1. Requirements
- C3.3.2. Small contractor development

C3.4. Construction

- C3.4.1. Works specifications
- C3.4.2. Plant and Materials
- C3.4.3. Construction Equipment
- C3.4.4. Existing services
- C3.4.5. Site establishment
- C3.4.6. Site usage
- C3.4.7. Permits and way leaves
- C3.4.8. Alterations, additions, extensions and modifications to existing works
- C3.4.9. Inspection of adjoining properties
- C3.4.10. Water for construction purposes
- C3.4.11. Survey control and setting out of the works
- C3.4.12. Features requiring special attention

C3.5. Management

- C3.5.1. Health and safety specification
- C3.5.2. Environmental specifications

PART C3: SCOPE OF WORK**C3.1 DESCRIPTION OF THE WORKS****C3.1.1 Employer's objectives and clarification notes**

CapeNature invites tenders for the construction and installation of new prefabricated staff accommodation units at the Tweede Tol Campsite, situated within the Limietberg Nature Reserve.

The works include all labour, materials, plant, and equipment necessary to supply, deliver, install, commission, and integrate the new accommodation units into the existing campsite infrastructure, as well as associated civil, electrical, plumbing, drainage, and external works required for a complete and functional installation.

The project is located inside a conservation area with controlled access and environmental sensitivities. Tenderers must make due allowance for:

- working within an operational nature reserve,
- controlled access and limited working hours,
- environmental compliance requirements, and
- coordination with CapeNature staff on site.

The contractor shall allow for an accelerated and efficient construction programme, and must ensure that the works are completed within the contract period stated in the Contract Data.

C3.1.2 Overview of the works

This contract comprises the full supply, delivery, installation, connection, and commissioning of two prefabricated 2-bedroom staff accommodation units, together with all required external and support works to achieve a complete, habitable, and compliant facility.

The Contractor's Scope of Work includes, but is not necessarily limited to, the following:

Prefabricated Units

- Supply, delivery, assembly, installation, and commissioning of complete prefabricated accommodation units.
- Installation of all doors, windows, internal partitions, ceilings, joinery, finishes, ironmongery, cupboards, and fittings as specified.

Internal Services

- Installation and connection of all internal electrical components, including DB board, lights, switches, sockets, and external sensor lighting.
- Internal and external plumbing works, including basins, toilet suites, shower installation, double sink, gas geyser, and washing-machine points.
- Gas reticulation for cooking and water heating, including cages, regulators, and certificates of compliance.

External Works

- Construction of concrete footings for prefabricated units.
- Construction of concrete foundations and posts for ClearVu security fencing and gates.
- Installation of ± 60 m of ClearVu fencing and access gate.
- Relocation of a portion of existing fencing as indicated.
- Construction of drainage channels (W2 concrete), including 110 mm uPVC stormwater outlet through existing wall.
- Supply and installation of rainwater goods (gutters and downpipes).
- Trenching and installation of a ± 30 m 32 mm HDPE water connection to the closest municipal or internal supply.
- Minor repairs to existing retaining walls, including crack-stitching and mortar repairs.
- Construction of subsoil drainage system.

Additional Works

- Removal and lawful disposal of existing containers on site.
- Supply of furniture items (double bunk beds) where specified.
- Installation and commissioning of a complete solar power system, including panels, inverter, wiring, and all certificates of compliance.
- Site establishment, security, temporary services, environmental protection measures, and compliance with the Construction Regulations (2014, as amended).
- Tenderers must allow for all items necessary to complete the works, whether specifically mentioned or reasonably implied from the drawings, specifications, or site conditions.

C3.1.3 Location of the works

The works are located at:

Tweede Tol Campsite
Limietberg Nature Reserve
Bainskloof Pass, Western Cape

The site is accessible only via designated reserve access routes.
Working areas are within an operational conservation and tourism facility.

C3.1.4 Temporary works

The Contractor shall design, supply, construct, maintain, and remove all temporary works required for completion of the contract, at his own cost. This includes but is not limited to:

- temporary supports, bracing, formwork, edge protection, and scaffolding;
- temporary fencing or barriers for safety and environmental protection;
- temporary rerouting and protection of existing services if required.

As the works occur within a protected natural environment and an active visitor area, the Contractor must maintain safe routes for CapeNature staff, visitors, hikers, and maintenance vehicles at all times. No claims for restricted access or remote site conditions will be entertained.

C3.1.5 Access and working areas

Primary access to the works shall be via the Tweede Tol main access gate off the Bainskloof Pass.

All construction vehicles will be subject to CapeNature access control procedures. Working space may be limited due to:

- the natural terrain,
- existing structures,
- environmental protection zones,
- visitor movement.

The Contractor must plan his construction methodology accordingly. Payment will be based strictly on **measured quantities** as per the BoQ and **not** on any method of work used or difficulties arising from restricted workspace. No additional claims for limited access, tight working areas, or constrained movement will be entertained.

C3.2 ENGINEERING**C3.2.1 Design Services & Activity Matrix**

The following parties are responsible for the various design stages of the project.

DESCRIPTION	RESPONSIBLE
Concept, feasibility and overall process	Employers Agents / Professional Team
Basic sketches and Preliminary Design	Employers Agents / Professional Team
Final design to approval for construction stage	Employers Agents / Professional Team
Temporary Works	Contractor
Preparation of as built drawings	Contractor

C3.2.2 Employers Design

All permanent works required for construction shall be designed by the employer and his appointed agents / professional team.

The Employer provides a full specification for the prefabricated units and associated works. The Specifications forms part of this Contract and must be read with all drawings and the Bill of Quantities.

C3.2.2.1 Prefabricated 2-Bedroom Accommodation Unit (Supplier Scope)**General**

- Unit size: 7.2 m × 6.8 m
- Wall height: Minimum 2400 mm, Maximum 2850 mm
- External wall finish: Ashwood Slate Grey
- Roof finish: Ashwood Slate Grey
- Roof framing and beams: Charcoal / Black

Doors and Windows

- Aluminium sliding doors 1800 mm (Charcoal): 2 No
- Aluminium side light 600 mm (Charcoal): 1 No
- Windows:
- 1800×900 mm clear, charcoal: 4 No
- 600×600 mm OBS, charcoal, opening: 1 No

Electrical Installation

- Double plug sockets: 10 No
- Light switches:
- Single: 3 No
- Two-lever: 1 No
- Weatherproof external double socket (deck): 1 No

Light fittings:

- Type 3 round internal: 5 No
- Type 4 external sensor lights: 2 No

- 1 light to illuminate deck
- 1 light to illuminate walkway

Joinery, Internal Frames and Doors

- Custom-made internal frames (Types 1, 2, 3)
- Internal decorative doors with ironmongery: 3 No
- Graphite finish handles

Bathroom

- 1200×900 mm shower tray with 1200×2000 mm glass screen
- Shower head and mixer included
- Toilet premium suite
- 550 mm wash basin with floor-standing vanity cabinet
- Provision for washing machine (HWS/CWS + 40 mm PVC outlet)

Kitchen

- Kitchen base unit configuration (1500×2200×2700×1600×600 mm)
- Finish: Dun Blane Grey Matt
- Countertops: Formica Kristall Gloss
- Modular storage units and appliance spaces as specified
- Brass handles (cupboards and drawers)
- Cut-outs for sink, hob and oven
- Double stainless steel sink with fittings
- Gas hob – 4 plate
- Grey wall splashback (full height)
- Floating shelf 1000×300×32 mm

Hot Water and Gas

- Gas geyser 12 L/min installed
- All piping and fittings included
- Gas installation to be fully compliant (CoC required)

Furniture

- Bathroom cupboard (1900×600×600 mm)
- Free-standing steel wardrobes: 2 No
- Shelving + hanging rail configuration as specified
- Bathroom Accessories
- Coat hangers (2 No at 1700 mm AFFL)
- Toilet paper holder
- Mirror 600×800 mm

Curtains and Blinds

- Blinds 2000×1000 (Kitchen): 1 No
- Curtain rails:
- 2000 mm: 3 No
- 2600 mm: 1 No

External Elements

- Deck: 4200×2400 mm, engineered decking
- Veranda: 4200×2400 mm, no ceiling

C3.2.2.2. Concrete Footings – Prefabricated Units

- 400×400×1000 mm deep

- 30MPa mass concrete
- Final positions to be confirmed on site

C3.2.2.3. Concrete Footings – Fence and Gate installed as per manufacturer

- 600×600×700 mm deep, 30MPa
- Steel posts embedded 550mm as per manufacturer

C3.2.2.4. Surface Drainage Channel

- 300 mm wide W2 concrete drainage channel
- Outlet via 110 mm uPVC pipe through stone wall
- Discharge into secondary 300 mm drainage channel

C3.2.2.5. Rainwater Goods

- New 125 mm uPVC gutters
- New 110 mm uPVC downpipes
- Connected to stormwater drainage

C3.2.2.6. Earthworks

- Allow 10m³ imported G7 for backfilling (if required)

C3.2.2.7. Fencing as per manufacturer

- 1800 mm high × 3000 mm wide ClearVu (medium security), 12.7×76 mm aperture, 3–4 mm wire
- Total new fencing: 60 m
- Steel posts: 2950 mm mild steel in concrete
- New ClearVu gate 1800×1500 mm
- Footings as per drawings

C3.2.2.8. Removal of Existing Containers

- Remove 2 No 6×3 m containers
- Dispose at registered landfill
- Provide disposal certificate

C3.2.2.9. Moving of Existing Fence

- Move approx. 40m of fence by 1.5m
- Reinstate as existing

C3.2.2.10. Gas Supply

- Supply 2×19 kg LPG cylinders per unit
- Install in steel cages
- Full compliance certificate required

C3.2.2.11. Furniture

- Supply 2 No double bunk beds with mattresses per unit
- (Total 4)

C3.2.2.12. Solar

- Full solar installation design and equipment to be confirmed by Contractor and approved by Principal Agent

C3.2.2.13. Retaining Wall Repairs

- Remove cracked mortar and clean joints
- Install R8 crack-stitching bars (24m total)
- Allow for 1 m³ mortar
- Replaster to match existing

C3.2.3 Design Brief

The Employer has briefed the consultants as to the design requirements.

C3.2.4 Drawings

Contractors are to ensure that all drawings attached to this document are as per the drawing register. The drawings included with the tender document are for information and tender purposes only. Detail construction drawings will be issued to the contractor at site handover and revisions thereto during the construction stage of the project.

The following drawings are applicable to the contract:

STRUCTURAL**1. SITE LAYOUT - 1060-2025-05-149824 - 500**

The Contractor will be supplied with three (3) copies of each of the construction drawings. These copies will be issued free of charge and the contractor shall make any additional prints he may require at his own cost.

Only figured dimensions shall be used and drawings are not to be scaled unless so instructed by the principal agent. The principal agent will supply any figured dimensions, which may have been omitted from the drawings.

All drawings and documents are to be considered the sole property of the Sibanye Still water and are to be returned to them on completion of the Works.

The drawings, etc., are to be used by the Contractor for the purpose of this Contract only. All drawings must be properly cared for, protected and kept in good condition.

Should any part or parts of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the Works be considered insufficiently described or the manner in which the work is to be carried out not be clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specification, Bills of Quantities or instructions which request shall be in writing.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of incorrect interpretation of the Drawings, Specifications, Bills of Quantities or instructions.

Upon receipt of detail drawings for any work, the Contractor shall, before putting that work in hand, ascertain that the dimensions given on the detail drawings correspond with the dimensions of any work already built and which governs the sizes of any work for which details are now issued.

In the event of the detail drawings not agreeing with the works already built, the discrepancy shall be brought to the Principal Agent's attention timeously and the detail drawings shall be returned at once for alterations.

All dimensions will be figured on the drawings or may be calculated from figured dimensions and are always to be followed. No dimensions shall be obtained by scaling.

C3.2.5 Design Procedures

Where the Contractor is required to design any sub-contract or specialist works, the relevant professional indemnity must be taken out at the contractor's costs. All shop drawings must be issued timeously for approval by the Principal Agent. A late issue of shop drawings by the Contractor will not constitute a valid claim for extension of time.

C3.3 PROCUREMENT

C3.3.1 Requirements

The contractor shall be required to adopt labour-based techniques through the full spectrum of the works with the proviso that the Client's specific objectives regarding time and quality are not compromised. Maximisation of employment shall be of the essence on this contract.

Together with their tenders, all Tenderers are required to submit a comprehensive implementation plan clearly stating the labour content and number of jobs that shall be created. The employment of labour shall be reflected in a programme in sufficient details to enable the Project Manager to monitor and compare it with the implementation plan.

The Contractor shall be required to submit employment data on a monthly basis to the Project Manager.

C3.4 CONSTRUCTION

C3.4.1 Works specifications

Applicable national and international standards

All works shall comply with the latest applicable South African National Standards (SANS), including but not limited to:

- SANS 10400 – Building regulations
- SANS 2001 Series – Civil engineering and building works
- SANS 10252-1 & 10252-2 – Water supply and drainage for buildings
- SANS 10142-1 – Wiring of premises (electrical installations)
- SANS 10087 – Gas installations

Where building trade preambles are required, reference shall be made to the **General Preambles for Trades (2017)** published by the Association of South African Quantity Surveyors.

Particular / generic specifications

The Works shall be carried out strictly in accordance with:

- the construction drawings issued by the Principal Agent,
- the CapeNature technical and environmental requirements,
- the Scope of Works (Part C3),
- the Bill of Quantities (Part C2),
- all compliance obligations for working inside a protected nature reserve.

Certification by recognized bodies

Where applicable, the Contractor shall provide all statutory certificates required for:

- Electrical installation (CoC)
- Gas installation (LPG CoC)
- Structural and civil testing certificates
- Solar PV installation (if required by the Authority Having Jurisdiction)

C3.4.2 Plant and Materials

The contractor shall ensure that adequate plant and materials are procured at his own cost and available as required in order to complete the works as specified in line with the contract programme. The contractor shall supply a report to the Principal Agent on a fortnightly basis as to the plant and materials on site (or on order), and their utilization in relation to the construction programme.

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the plant he proposes to use in the construction of the Works.

C3.4.3 Construction Equipment

The contractor shall ensure that adequate construction equipment is available at his own cost as required in order to complete the works as specified in line with the contract programme. The contractor shall supply a report to the Principal Agent on a fortnightly basis as to the construction equipment on site and their utilization in relation to the construction programme.

There is no guarantee given or implied that the Contractor will be permitted to utilise any or all of the equipment he proposes to use in the construction of the Works.

C3.4.4 Existing Services

All known existing services and those services which require relocation and protection, are shown on the services plans. The Contractor's attention is drawn to the fact that such services information is based on information supplied by others, and accuracy and completeness of this information has not been confirmed. The contractor will therefore be required to proceed with extreme caution in order to avoid damage to existing services.

In general, the engineer may call upon the contractor to re-excavate trenches previously dug and backfilled by others where in the opinion of the engineer such work is necessary to ensure the stability of any other works over such trenches. This in no way relieves the contractor of his responsibilities in term of the works.

C3.4.5 Site Establishment

The Contractor shall make available temporary facilities necessary for providing the works which are not provided by the Employer including telecommunications, security services, medical, fire protection, sanitation and toilets, waste disposal, etc.

The contractor shall not make any changes to the senior management relative to the agreement without the principal agent's express written approval.

Services and Facilities Provided by the Employer:

- Nil

Facilities Provided by the Contractor:

- The contractor is to provide facilities, necessary to complete the project as specified.
- The contractor is to provide suitable hoarding to the entire site for the entire duration of the project to meet the Principal Agent's requirements. Including any necessary making good upon completion.

Storage and Laboratory Facilities:

- The contractor is to provide facilities, necessary to complete the project as specified.

Other Facilities and Services:

- The contractor is to provide facilities, necessary to complete the project as specified.

Vehicles and Equipment:

- The contractor is to provide vehicles and equipment necessary to complete the project as specified.

Advertising Rights:

- The contractor may not place any advertising boards or the like on the site or in any public area without the express written permission of the employer.

Notice Boards:

- The contractor must place a contract notice board outside his site camp as specified by the employer.

Office Accommodation for Meeting Room:

- The contractor must provide a meeting room to accommodate a maximum of 20 people. The meeting room is to be air-conditioned.
- The contractor must provide an air-conditioned office space for the engineers for construction monitoring.

C3.4.6 Site Usage

The contractor will have unlimited access to the site; however, all construction activities are to comply with Municipal by laws. The accommodation of vehicular and pedestrian traffic on the site is to be always maintained.

The contractor is to allow for the accommodation and diversion of pedestrian traffic in his preliminaries & general items all in accordance with the South African Road Traffic Signs Manual, The Occupational Health & Safety Act & The Construction Regulations as amended, including on-going liaison with the traffic authorities and management of traffic, alterations to kerbing and landscaping, barricading road entrances, temporary signage, dust screens, painting of lines, etc. The traffic accommodation proposal shall be approved by the Principal Agent prior to the execution of the works.

The contractor is to maintain temporary accesses to all businesses during business hours and to all residential properties outside of business hours. In the event that the contractor cannot maintain access to residents' properties for vehicular parking and the like, the contractor is to provide alternative secure parking for residents at his own cost. Similarly, should residents be forced to park on the street due to construction activities, the contractor shall provide security personnel to guard the resident's vehicles.

The cost hereof shall be included in the contractor's preliminaries & general items.

C3.4.7 Permits and way leaves

Not applicable.

All work falls within CapeNature-controlled property.

C3.4.8 Alterations, additions, extensions and modifications to existing works

Where the Works interface with existing structures or services (e.g., existing fencing, retaining walls, stormwater channels), the Contractor shall:

- Ensure stability at all times,
- Provide temporary supports where necessary,
- Remove rubble in an environmentally compliant manner,
- Protect existing structures during construction.

The Principal Agent may issue updated drawings or instructions during the project. The Contractor shall allow for reasonable adjustments in sequencing without additional claim.

C3.4.10 Water and Electricity for Construction Purposes

The cost for temporary water and electricity would be for the contractor's account.

C3.4.11 Survey Control and setting out of the works

By the Contractor

C3.4.12 Features requiring special attention**(a) Site maintenance**

The Contractor shall maintain a clean, safe, and orderly site at all times, including:

- daily removal of waste and scrap materials,
- containment of packaging and debris,

- proper storage of hazardous materials,
- preventing pollution, soil contamination, or damage to flora and fauna.

(b) Testing and quality control

(i) Contractor to Engage Services of an Independent Laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Principal Agent in deciding whether the quality of materials utilised, and workmanship achieved by the Contractor comply with the requirements of the Specifications.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Principal Agent with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean an "approved laboratory" which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

(ii) Costs of Testing

(a) Costs of Testing

The costs of all testing carried out by the independent laboratory shall be borne by the Contractor and shall be deemed to be included in the bided rates and prices for the respective items of work as listed in the Schedule of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out.

Where, because of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional Tests Required by the Principal Agent

Additional testing required by the Principal Agent, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Schedule of Quantities; provided always that the costs of any such additional tests ordered by the Principal Agent, the results of which indicate that the quality of the materials utilised and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

(c) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the

Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Principal Agent will not liaise directly with any subcontractors, nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Principal Agent will not become involved.

C3.5 MANAGEMENT

C3.5.1 HEALTH AND SAFETY SPECIFICATIONS

This part of C3.5 Management contains specifications for Health and Safety matters not covered by C3.4 Construction Specifications.

The number of each clause in this specification is prefixed with an E to differentiate these clauses and items.

SECTION E1000: HEALTH AND SAFETY REQUIREMENTS

E1001 SCOPE

This health and safety specification establishes the overarching framework within which a contractor is required to satisfy general requirements for occupation health and safety in an engineering and construction works contract.

Note: (1) This specification establishes general requirements to enable the employer and the contractor to satisfy the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014.

(2) The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

E1002 DEFINITIONS

Act: Occupational Health and Safety Act, 1993 (Act 85 of 1993).

competent person: A person with the knowledge, training and experience specific to the work or task.

ergonomics: Application of human-science information to design objects/systems for optimal well-being and performance.

hazard: A source of or exposure to danger.

incident: An event arising from work, plant, or machinery that results in death, serious injury/illness, major incident, or endangerment, including spills of dangerous substances, uncontrolled releases under pressure, fracture/failure of machinery with flying/falling objects, or machinery running out of control.

health and safety plan: Document addressing identified hazards and safe work procedures to mitigate/control them.

health and safety specification: Documented H&S requirements for the Works to ensure safety on the construction site.

inspector: Person designated in terms of section 28 of the Act.

major incident: Catastrophic occurrence from the use of plant/machinery or workplace activities.

reasonably practicable: Having regard to severity/scope of risk, state of knowledge, available means, suitability, and cost vs benefit.

risk: Probability of injury or damage.

safe: Free from hazard.

scaffold: Temporary elevated platform and support structure for access/support of persons or materials.

specification data: Data/variations that make this specification applicable to this Contract.

Structure:

- (a) Any building, civil/structural works or similar structure;
- (b) Formwork, falsework, scaffold or other support/access structure;
- (c) Fixed plant where work involves risk of falling ≥ 2 m.

substance: Any solid, liquid, vapour, gas, aerosol or combination.

suitable: Fit for intended purpose.

E1003 INTERPRETATION

- E3.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- E3.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

E1004 REQUIREMENTS

E4.1 General requirements

- E4.1.1 The contractor shall execute the works in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.
- E4.1.2 The contractor shall with respect to the site and the engineering and construction works that are contemplated:
 - a) Identify the hazards and evaluate the risks associated with such work constituting a hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act
 - b) As far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
- E4.1.3 The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with the respect to those hazards.

- E4.1.4 The contractor shall ensure that all employees under his or her control are:
- (a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment
 - (b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- E4.1.5 The contractor shall not allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- E4.1.6 The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
- (a) Undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
 - (b) Is provided with the necessary personal protective equipment.
- E4.1.7 The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements.
- E4.1.8 The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

E4.2 Health and safety representatives

- E4.2.1 The contractor shall appoint in writing one health and safety representative for every 50 employees of the contractor working on the site, whenever there are more than 20 employees on the site; to:
- (a) review the effectiveness of health and safety measures.
 - (b) identify potential hazards and potential major incidents.
 - (c) in collaboration with his employer, examine the causes of incidents.
 - (d) investigate complaints by any employee of the contractor relating to that employee's health or safety on the site.
 - (e) make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace.
 - (f) inspect the site with a view to the health and safety of employees, at regular intervals.
 - (g) participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
 - (h) participate in any internal health or safety audit.

E4.2.2 The contractor shall inform the relevant safety representative:

- (a) beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- (b) as soon as reasonably practicable of the occurrence of an incident on the site.

E4.2.3 The contractor shall convene health and safety meetings whenever more than two health and safety representatives have been appointed for the site. These meetings shall be attended by all health and safety representatives and shall be convened at least once every month to:

- (a) make recommendations to the employer regarding any matter affecting the health or safety of people on the site; and
- (b) discuss any incident on the site in which or in consequence of which any person was injured, became ill or died.

E4.2.4 The contractor shall consult with the health and safety committee on the development, monitoring and review of the risk assessment.

E4.3 Appointment of construction supervisor and safety officers

E4.3.1 The contractor shall appoint a full-time competent employee designated in writing as the construction supervisor for the site, with the duty of supervising the performance of the work falling within the scope of the contract and may appoint one or more competent employees to assist the appointed construction supervisor.

E4.3.2 A contractor may having considered the size of the Project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing, who has in the contractor's opinion the necessary competencies and resources, to assist the contractor in the control of all safety related aspects on the site.

E4.3.3 The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

E4.3.4 The contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

E4.3.5 The contractor shall ensure that the following activities, as relevant, are carried out under the supervision of a competent person and that such persons are appointed in writing:

- (a) all formwork and support work operations.
- (b) excavation work.
- (c) demolition work.
- (d) scaffolding work operations.
- (e) suspended platform work operations.
- (f) operation of batch plants; and

- (g) the stacking and storage of articles on the site.

E4.4 Risk assessment

E4.4.1 The contractor performing work falling within the contract shall, before the commencement of any such work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing. Such an assessment shall as a minimum:

- (a) identify the risks and hazards to which persons may be exposed to;
- (b) analyse and evaluate the identified risks and hazards;
- (c) document a plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) provide a monitoring plan; and
- (e) provide a review plan.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps you focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The following four steps are recommended:

Identify the hazards by looking at what could reasonably be expected to cause harm, ask employees or their representatives what they think, obtain advice from trade associations or publications on health and safety, check manufacturer's instructions or data sheets for chemicals and equipment as they can be very helpful in spelling out the hazards and putting them in their true perspective, review accident and ill-health records, think about long-term hazards to health (e.g. high levels of noise or exposure to harmful substances) as well as safety hazards etc.

Identify who may be harmed and how by identifying how groups of people might be harmed i.e. what type of injury or ill health might occur.

Evaluate the risks and decide on precautions by doing everything 'reasonably practicable' to protect people from harm i.e. by looking at how things are done, what controls are in place and how the work is organised and comparing this against good practice to see if more can be done to bring practices up to standard. Consider if the hazard can be got rid of all together, and if not how can the risks be controlled so that harm is unlikely, e.g. try a less risky option (e.g. switch to using a less hazardous chemical); prevent access to the hazard (e.g. by guarding); organise work to reduce exposure to the hazard (e.g. put barriers between pedestrians and traffic); issue personal protective equipment (e.g. clothing, footwear, goggles etc.); and provide welfare facilities (eg first aid and washing facilities for removal of contamination).

Record the findings by writing down the findings of the risk assessment.

E4.4.2 The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.

E4.4.3 The contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the Construction Regulations.

E4.4.4 Notwithstanding the provisions of the fall protection plan, the contractor shall ensure that:

- (a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (b) no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;
- (c) notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;
- (d) fall prevention and fall arrest equipment is:
 - (i) suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and
 - (ii) securely attached to a structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall; fall arrest equipment is only used where it is not reasonably practicable to use fall prevention equipment; and
- (e) suitable and sufficient steps are taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

E4.4.5 Where roof work is being performed on a construction site, the contractor shall ensure that it is indicated in the fall protection plan that:

the roof work has been properly planned;

the roof erectors are competent to carry out the work;

no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;

prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

E4.4.6 The contractor shall ensure that:

- (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- (b) no structure or part of a structure is loaded in a manner which would render it unsafe; and
- (c) specification data prepared by the designer of the structure is taken into account in the risk assessment;

Note: The specification data provided by the designer should outline known or anticipated dangers or hazards relating to the works and make available all information required for the safe execution of the work. It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

E4.5 Health and safety plans

E4.5.1 The contractor shall prior to commencing the works to which this specification applies, submit to the employer for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted.

E4.5.2 The health and safety plan shall as a minimum provide:

- (a) the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and

Table 1: Example of the format of a health and safety plan

What are the hazards?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

- (b) an outline of the manner in which the contractor intends complying with the requirements of this specification.

E4.5.3 The contractor shall discuss the submitted health and safety plan with the employer's representative, modify such plan in the light of the discussions and resubmit the modified plan for approval.

E4.5.4 The contractor shall apply the approved health and safety plan from the date of commencement of and for the duration of the works to which this specification applies.

E4.5.5 The contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the employer, but at least once every month.

E4.5.6 The contractor shall update the health and safety plan whenever changes to the works are brought about.

E4.6 Subcontractors

- E4.6.1 The contractor may only subcontract work in terms of a written subcontract and shall only appoint a Sub-contractor should he be reasonably satisfied that such a Sub-contractor has the necessary competencies and resources to perform the work falling within the scope of the contract safely. Such a subcontract shall require that the Sub-contractor shall:
- (a) co-operate with the contractor as far as is necessary to enable both the contractor and Sub-contractor to comply with the provisions of the Act; and
 - (b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
- E4.6.2 The contractor shall provide any Sub-contractor who is submitting a tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and associated specification data which might be pertinent to the sub-contract.
- E4.6.3 The contractor shall take reasonable steps as are necessary to ensure:
- (a) co-operation between all Sub-contractors to enable each of those Sub-contractors to comply with the requirements of the Act and associated regulations; and
 - (b) that each Sub-contractor's health and safety plan is implemented.
- E4.6.4 The contractor shall conduct periodic audits for compliance with the approved health and safety plan of each and every Sub-contractor working on the site at intervals agreed upon with such contractors, but at least once per month.
- E4.6.5 The contractor shall stop any contractor from executing construction work which is not in accordance with the contractor's or Sub-contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- E4.6.6 The contractor shall ensure that where changes to the works occur, sufficient health and safety information and appropriate resources are made available to the Sub-contractor to execute the work safely.
- E4.6.7 The contractor shall ensure that:
- (a) every Sub-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
 - (b) potential Sub-contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
 - (c) every Sub-contractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.
- E4.6.8 The contractor shall receive, discuss and approve health and safety plans submitted by Sub-contractors.
- E4.6.9 The contractor shall ensure that all Sub-contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

E4.6.10 The contractor shall reasonably satisfy himself that all employees of Sub-contractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment. The contractor shall satisfy himself and ensure that all Sub-contractor employees deployed in the site are:

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

E4.7 Reporting of incidents

The contractor shall notify the employer's representative of any incident as soon as possible after it has occurred and report such incidence to an inspector.

E4.8 Administration

E4.8.1 Notification of intention to commence construction work

The contractor shall notify the Provincial Director of Labour in writing using a form similar to that contained in Annexure A of the Construction Regulations issued in terms of the Act before construction work commences and retain a copy of such notification in the health and safety file where such work:

- involves the demolition of a structure exceeding a height of 3m;
- involves the use of explosives to perform construction work;
- involves the dismantling of fixed plant at a height greater than 3m;
- exceeds 30 days or will involve more than 300 person days of construction work; and includes:

- (a) excavation work deeper than 1m; or
- (b) working at a height greater than 3 m above ground or a landing.

E4.8.2 Health and safety file

E4.8.2.1 The contractor shall maintain on site a health and safety file on site which contains copies of the following, as relevant:

- (a) the notification made to the Provincial Director of Labour in terms of 4.4.1;
- (b) the letters of appointment of health and safety representatives;
- (c) the minutes of all health and safety meetings;
- (d) a comprehensive and updated list of all the Sub-contractors (nominated, selected or domestic) employed on site by the contractor, indicating the type of work being performed by such Sub-contractors;
- (e) a copy of each and every subcontract agreement;
- (f) the contractor's health and safety plan;
- (g) the health and safety plans of all the contractor's Sub-contractors who are required to provide such plans;

- (h) the recommendations made to the contractor by the health and safety committee referred to in 4.2.3
- (i) any report made to an inspector by the health and safety committee referred to in 4.2.3; and
- (j) the findings of all audit reports made regarding the implementation of the contractor's or a Sub-contractor's health and safety plan;
- (k) proof that the contractor and every Sub-contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer;
- (l) the inputs of the safety officer, if any, into the health and safety plan;
- (m) a copy of risk assessments made by competent persons;
- (n) details of induction training conducted whenever it is conducted;
- (o) proof of all Sub-contractor's induction training whenever it is conducted;
- (p) letters of appointments for competent persons to supervise prescribed activities;
- (q) proof of the following where suspended platforms are used:
 - (i) a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
 - (ii) proof of competency of erectors;
 - (iii) proof of compliance of operational design calculations with requirements of the system design certificate;
 - (iv) proof of performance test results;
 - (v) sketches indicating the completed system with the operational loading capacity of the platform;
 - (vi) procedures for and records of inspections having been carried out;
 - (vii) procedures for and records of maintenance work having been carried out;
 - (viii) proof that the prescribed documentation has been forwarded to the provincial director;
- (r) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork; and
- (s) the names of the first aiders on site and copies of the first aid certificates of competency.

E4.8.2.2 The health and safety file shall be made available for inspection by any inspector, Sub-contractor, employer's representative, employer's agent, health and safety representative or employee of the contractor upon the request of such persons.

E4.8.2.3 The contractor shall hand over the health and safety file to the employer upon completion of the contract together with a record of all drawings, designs, materials used and other similar information concerning the completed structure.

E4.9 First aid, emergency equipment and procedures

The contractor shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

The contractor shall ensure that where there are more than 10 employees employed on the site that for every group of up to 50 employees at that workplace, at least one person is readily available during normal working hours, who is in possession of a valid certificate of competency in first aid.

C3.5.2 ENVIRONMENTAL SPECIFICATIONS

This part of C3.5 Management contains specifications for Environmental matters not covered by C3.4 Construction Specifications.

The number of each clause in this specification is prefixed with an F to differentiate these clauses and items.

SECTION F1000 : ENVIRONMENTAL MANAGEMENT**F1001 SCOPE**

The Contractor is required to comply with the requirements of the detailed Environmental Management Plan (EMP) throughout construction.

The following are standardised additional specifications applicable. They are intended to assist the appointed Contractors to fulfill the environmental requirements of the Project. The objective of the EMP is to ensure that the potential impacts upon the environment are minimised, and that upon completion of each section of work the area is left in a clean and sustainable condition.

Overall the environmental impacts of the Project are considered to be low as long as the listed procedures are followed. These are given in the EMP.

The Contractor is advised that there are cost implications to the EMP and these must be factored into the tendered price.

F1002 ENVIRONMENTAL MANAGEMENT PLAN**F2.1 Objectives**

The prime objective of the EMP is to minimise or avoid significant environmental impacts by using a pro-active approach and planning procedures.

The second objective is to have a plan in place to rehabilitate areas that have been impacted upon and, thirdly,

To have a plan in place for emergency situations that arise and are detrimental to the environment e.g. fuel or bitumen spills.

The Contractor will be responsible for the day-to-day implementation of the EMP, by himself and all other Sub-contractors. During the course of construction regular compliance audits will be undertaken. This environmental auditing will be conducted by qualified environmental practitioners.

F2.2 Environmental Control

The Contractor will oversee the environmental aspects of the construction phase of the Project in consultation with the Principal Agent

The Contractor will report back to the bi-weekly site meetings with regards to compliance to the environmental specifications.

F2.3 Environmental Awareness Programme

The Principal Agent will implement an Environmental Awareness Programme for the Contractor, his staff, Sub-contractors and all people working on the Project. The initial session will be immediately prior to construction commencing.

F2.4 Method Statements

The Contractor shall submit written method statements for activities that are identified by the Principal Agent, as being potentially harmful to the environment, or for work that is to be undertaken in areas identified as being environmentally sensitive.

Such activities include dewatering of excavations, pumping, working with cement, erection of construction camps and fuel stores, etc.

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/ material will be moved while on site,
- how and where material 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 Principal Agent.

Method statements shall be submitted at least 7 days prior to commencing work on the activity to give the Principal Agent time to study the method statement and consult with contractor and specialists and to obtain written approval of the method statements. The Contractor shall not commence on that activity until such time as the method statement has been agreed to in writing by the Principal Agent. This will be done within this 10-day period.

Any changes required to the method statements once construction has commenced must be agreed upon in writing with the Principal Agent before being instituted.

F2.5 Working Areas

Regardless of the extent of the work, the following applies to all of these areas:

- All materials must be stockpiled or stored in a designated area (at each site) avoiding sensitive areas.
- No materials must be left on site once work is completed neither may they be dumped at any other place on site.
- Litter bins and containers for waste materials must be provided by the Contractor at each site. Bins should be weatherproof and scavenger proof.
- All waste must be placed in the bins and containers. No waste may be left lying on the site.
- Visible anti-litter signs must be displayed around the waste collection points and all employees must be encouraged to observe site rules pertaining to solid waste management practices. A concerted effort should be made to collect and dispose of materials suitable for recycling, separately from the other solid waste.

- No burning or burial of waste is permitted.
- Any soils contaminated by the contractor must be removed or rehabilitated. If a significant amount of soil has to be removed fresh soil must be imported and the site rehabilitated by grading and planting vegetation.
- All waste must be removed to an authorised landfill site, or taken to a facility for recycling.
- Any excess road building materials must either be:
 - taken to a site for stockpiling and future re-use,
 - used for localised rehabilitation, or
 - removed from site by the contractor for disposal.
- The contractor shall provide waste bins for solid waste collection and storage. Such bins should be placed at designated areas within the site. The refuse collected from the site must be removed for landfill disposal at least once a week.
- Vehicles may not park in the road reserve except with the prior permission of the Principal Agent.
- Every care should be taken to avoid damaging vegetation or land when vehicles are in use.
- Fuel tanks, pumps, and all equipment using oil, diesel, etc. must have drip trays. The drip trays must have sufficient capacity to contain liquids that will spill in the case of failure of the tanks, etc. The waste liquids taken from the trays must be disposed of at a landfill which permits disposing of liquid wastes.
- Only emergency repairs to vehicles and equipment may take place on site. Where emergency repairs take place it is the responsibility of the contractor to ensure that all waste (e.g. spare parts and oils) are removed from site as soon as possible. All other repairs must take place at a yard off-site, where facilities are suitable and waste facilities are appropriate.
- Whenever practical a tarpaulin should be laid down, prior to emergency repairs taking place, to protect the environment from contamination.
- No natural vegetation may be gathered, removed or destroyed in the course of the Project, except where agreed to by the landowner.
- No hunting is permitted.
- Fires are prohibited.
- Erosion control measures must be implemented if the need arises.
- Pollution of water courses by any means must be avoided.
- No defacement of any natural or other features will be allowed; this includes markings for road works, unless markings are restricted to the road surface.
- Dust suppression measures should be implemented if and when required.
- Chemical toilets must be provided at all sites and must be within walking distance of the workers. They must be serviced on a regular basis in order to be kept clean and hygienic. The toilets must be placed in a sheltered place and should be locked after working hours if they are outside a camp area. Alternative arrangements to use existing toilets with owners' written consent may be allowed when submitted in writing.
- All waste from toilets must be disposed of at a permitted landfill or waste treatment works.

F2.6 On-site Workers Camp

F2.6.1 Site Camp

The campsite selection should be carried out in consultation with the landowner or relevant authority.

The site must be selected with due regard to the environment. Due care should be taken to avoid areas where sensitive vegetation and habitats occur.

When the site selection process has been completed, the contractor will define the boundaries of the site and erect a fence with a controlled access around it if practical.

All activities associated with the camp must be restricted to the demarcated area.

It is the responsibility of the contractor to ensure the safety of all personnel within the boundaries of the site. The contractor should have an on-site contingency plan detailing measures to be observed in the case of a health, safety or environmental emergency.

The contractor should ensure that all employees, employed by him and/or employed by Sub-contractors, have a clear understanding of safety regulations and procedures.

F2.6.2 Water, wastewater, and storm water

Site occupants must have access to safe drinking water.

If water is stored on site a clear distinction should be made between drinking water and multi-purpose water storage facilities.

All water used on site must be taken from a legal source and comply with recognised standards for potable and other uses.

Wastewater that is contaminated with soaps, detergents and other undesirable materials, such as grease and oils, should be collected in conservancy tanks and disposed of safely in a wastewater treatment facility.

It is illegal to discharge water into a public stream if the quality does not conform with required health standards.

In all camps storm water must be managed to prevent erosion.

Run-off will be diverted to control ponds so that silt may settle and any pollutants are trapped.

Subsequently, any pollutants must be treated, or removed and disposed of at a permitted landfill site or recycling facility.

All materials should be protected from the rain to prevent them being washed into stormwater channels.

F2.6.3 Ablution Facilities

The contractor shall provide proper and adequate sanitary facilities for all site employees.

These facilities shall be maintained in good and working condition at all times. Odours emanating from these facilities should be controlled within acceptable levels.

F2.6.4 Fires and Cooking Facilities

Fires will not be allowed.

The contractor must supply cooking facilities that are suitable for the environment and are not liable to cause the outbreak of fires. Fire-fighting equipment must be supplied by the Contractor at suitable locations.

F2.7 Plant and Equipment Storage Facility

F2.7.1 Plant

At the end of the shift all plant should be driven or transported back to the campsite for proper and safe overnight storage.

The contractor should ensure that equipment left elsewhere is stored in a manner that will not impact negatively upon the environment.

The plant should be regularly inspected for fuel and oil leaks that may be harmful to the environment, and/or aquatic life if washed into a stream or river.

F2.7.2 Hazardous Materials

Hazardous materials should be stored under lock and key in designated areas with properly displayed and visible warning signs.

All storage of hazardous materials must comply with legislation and regulations.

F1003 REHABILITATION

Upon completion of each section of work the site must be cleared of all equipment, waste and any rehabilitation work must be undertaken. This may include local grading of soils and re-vegetation where sites have been disturbed.

Immediately after the demolition of the campsite, the contractor shall restore the site to its original state, paying particular attention to its appearance relative to the general landscape.

It is imperative that any potential erosion problems are addressed. This may require subsequent site visits to monitor the efficacy of erosion control measures.

F1004 EMERGENCY PLANS

The onus is on the contractor to assess the potential risks to the environment as a result of the Project. For example, accidental spillage of materials may pollute the soil or any water body.

The contractor must draw up a suitable emergency plan to contain such pollution. The emergency plans and procedures must be taught to all the workers on site, so that everyone is prepared to cope with an emergency.

Appropriate equipment must be available to carry out the emergency plans.

F1005 ENVIRONMENTAL AUDITING AND PENALTIES

On a regular basis, a qualified auditor will carry out a site audit to ascertain and verify the contractor's level of compliance with the requirements of the EMP.

Transgression will be treated as a contravention of the contractual agreement.

Deviation from these prescribed requirements will be met with penalties that are intended to enforce compliance.

It is a requirement that the contractor keep concise records of mitigatory measures undertaken at each site to minimise environmental impacts.

Any emergency situations that impact upon the environment should be recorded by the contractor together with the action that was taken to rehabilitate and remediate the site.

A copy of all completed environmental audits will be given to the contractor and the employer by the auditor.

Any public complaints regarding the environment must be recorded and discussed with the Engineer to determine an appropriate course of action.

The contractor will be responsible for all costs incurred in the rehabilitation of sites.

The contractor will be responsible for all costs incurred where emergency procedures are implemented to deal with accidents that impact upon the environment.

The contractor will be responsible for ensuring that all procedures required to rehabilitate all sites are implemented.

If third parties are called to the site to perform clean up and rehabilitation procedures, the contractor will be responsible for all costs.

Penalties will be imposed for contravention of the EMP, as specified in the EMP.

PART C4: SITE INFORMATION**Information Only**

All data, descriptions and notes contained in this section of the Contract Documents are provided for information purposes only. They shall not be construed as prescriptive or as part of the Contractor's obligations unless specifically referenced elsewhere.

In the event of any conflict between this section and any other part of the Contract Documents, the other sections take precedence.

C4.1 LOCALITY PLAN

The site is located within the **Limietberg Nature Reserve**, at:
Tweede Tol Campsite
Bainskloof Pass
Western Cape, South Africa

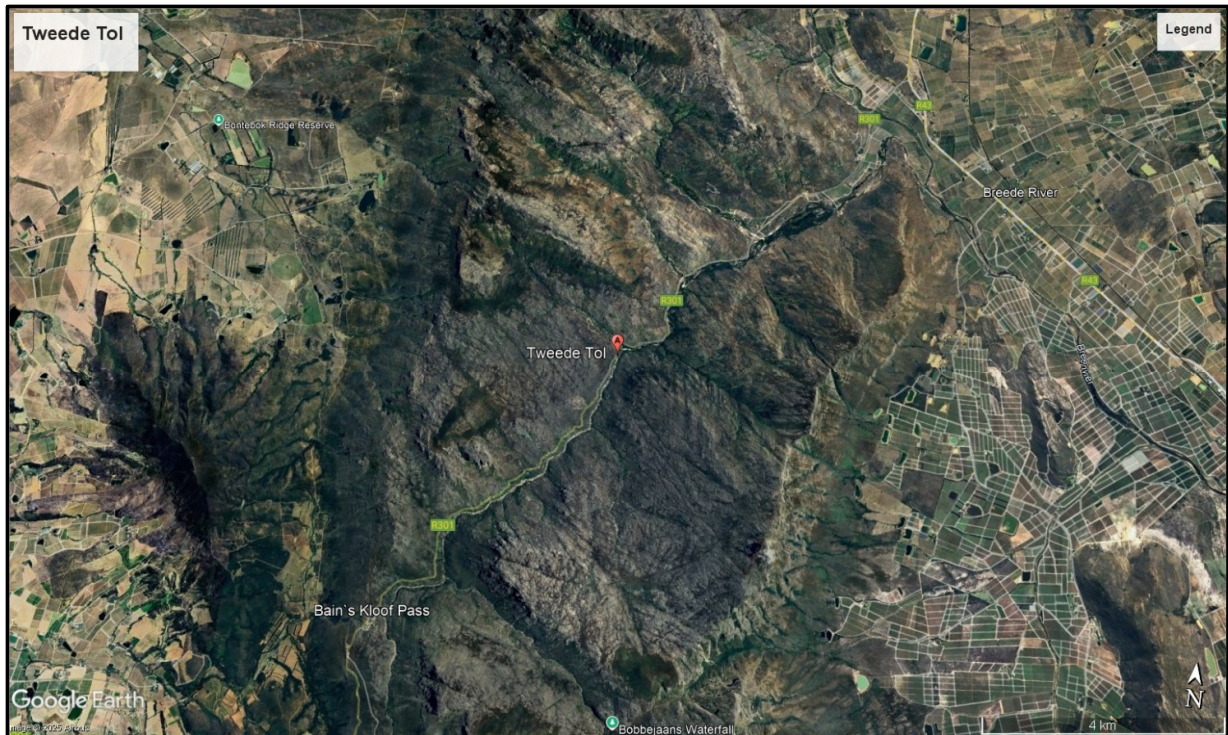


FIGURE 1: PROJECT LOCALITY PLAN.



FIGURE 2: AERIAL VIEW OF TWEEDE TOL CAMPSITE – LIMIETBERG NATURE RESERVE.

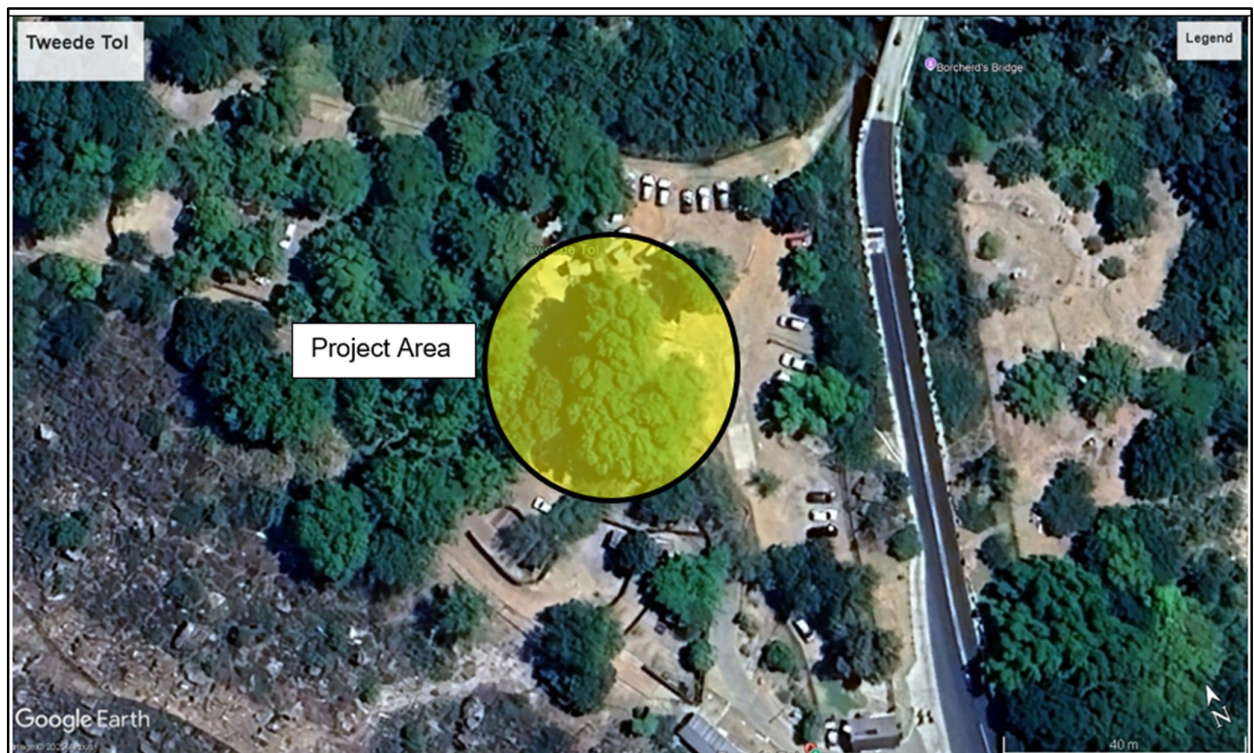


FIGURE 3: PROJECT BOUNDARY

C4.2 CONDITIONS ON SITE

Tenderers are encouraged to visit the site and familiarise themselves with all local conditions that may affect their tendered price and method of construction. These include, but are not limited to:

- Environmental sensitivity (nature reserve)
- Restricted access (mountain pass, narrow sections, limited turning areas)
- Limited plant access (4×4 recommended)
- Existing services (stormwater channels, retaining walls, fence lines, stone wall)
- Operational campsite (public access must be maintained)
- Weather conditions typical of the Bainskloof Valley

No claims for lack of knowledge of site conditions will be entertained.

PART C5: DRAWINGS

C5.1 Drawings are provided separately.

C5.2. OCCUPATIONAL HEALTH & SAFETY SPECIFICATIONS

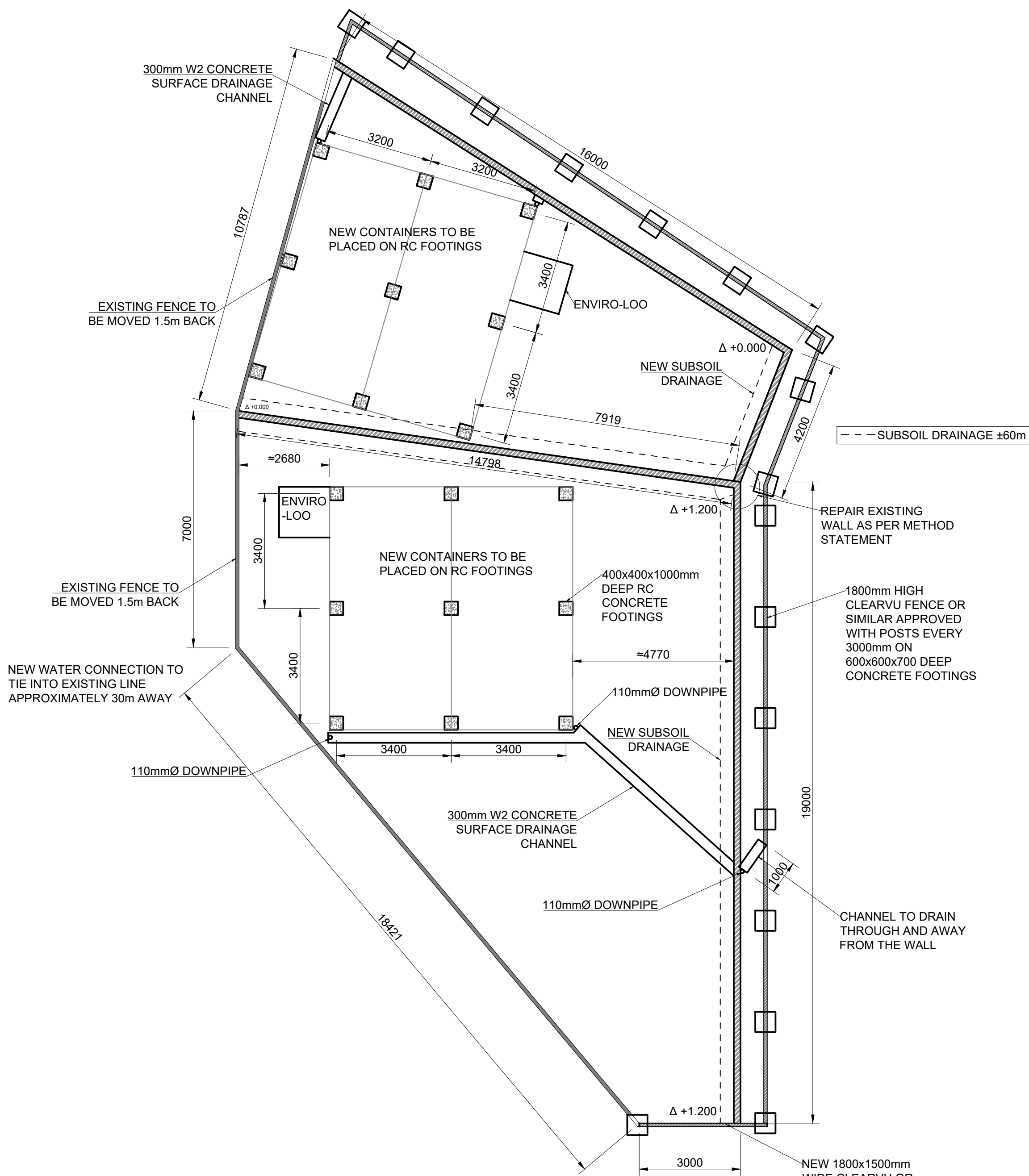
Refer to Annexure B

C5.2.1 HEALTH AND SAFETY (OHS) DOCUMENTS

The following documents are issued separately and form part of the contract:

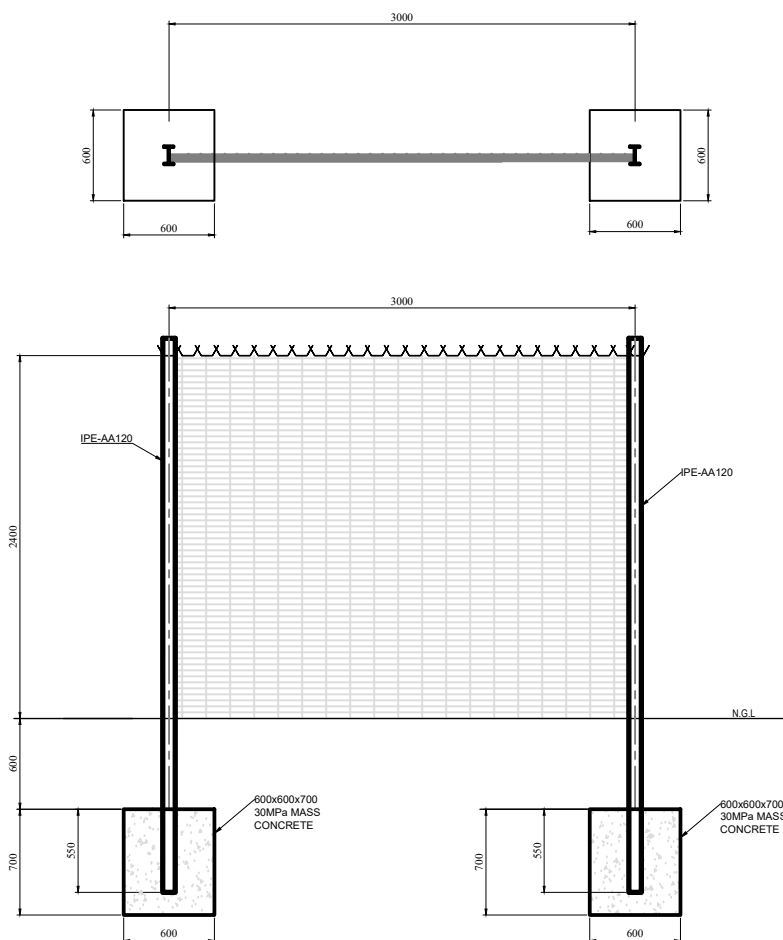
- Health and Safety Specification (as required by Construction Regulations, 2014)
- Any annexures or project-specific H&S plans provided by CapeNature

The Contractor shall refer to Part C3.5.1 for the full H&S requirements applicable to this Contract.

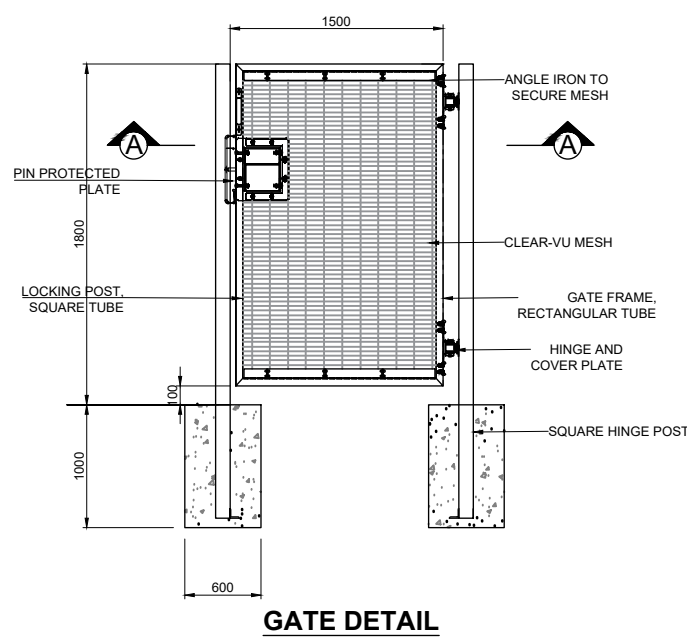


NEW STAFF ACCOMODATION LAYOUT

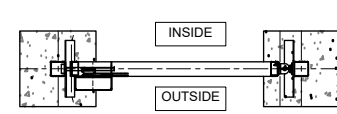
SCALE 1:100



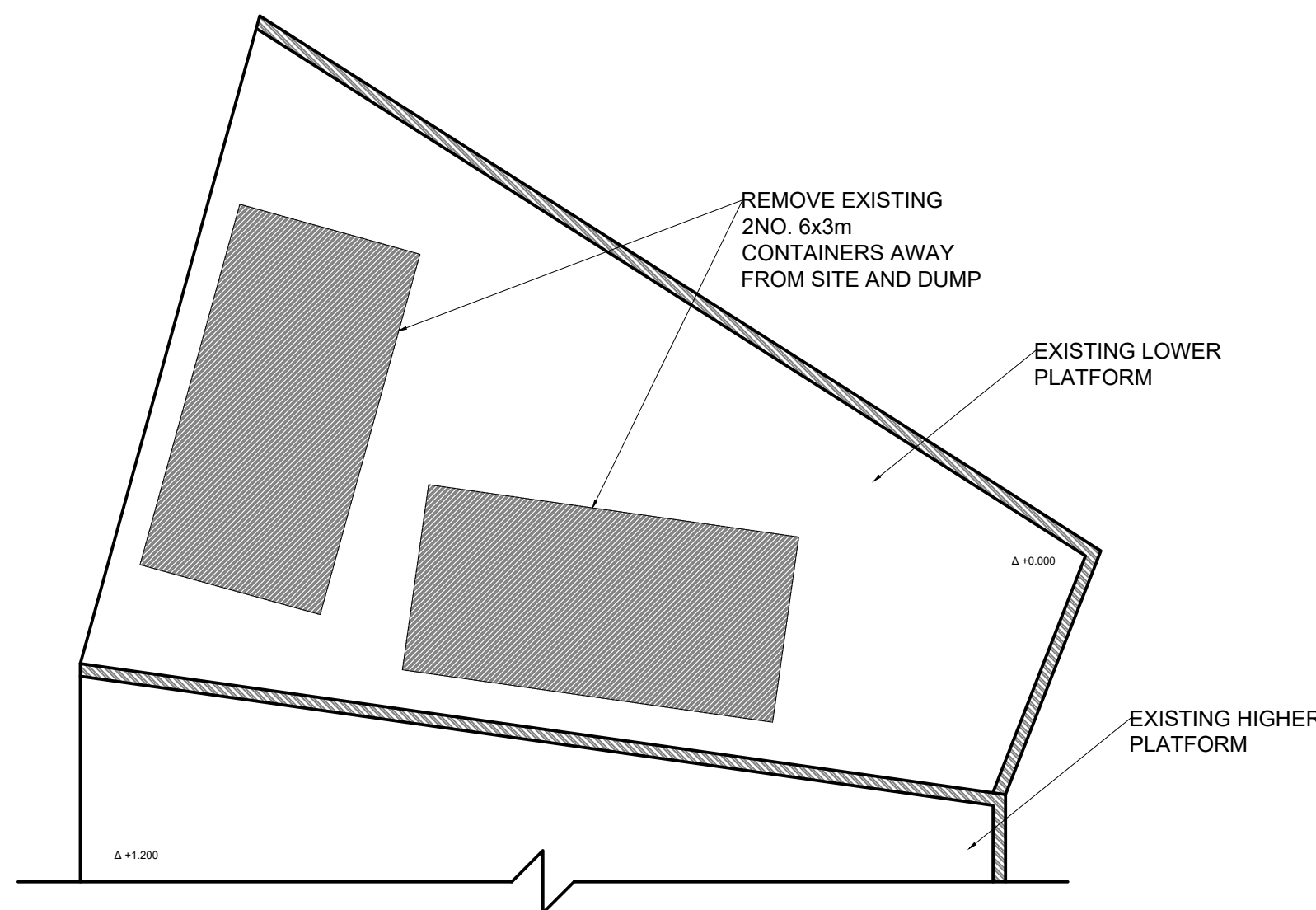
PLANTED POST FENCE DETAIL
SCALE 1:50



GATE DETAIL

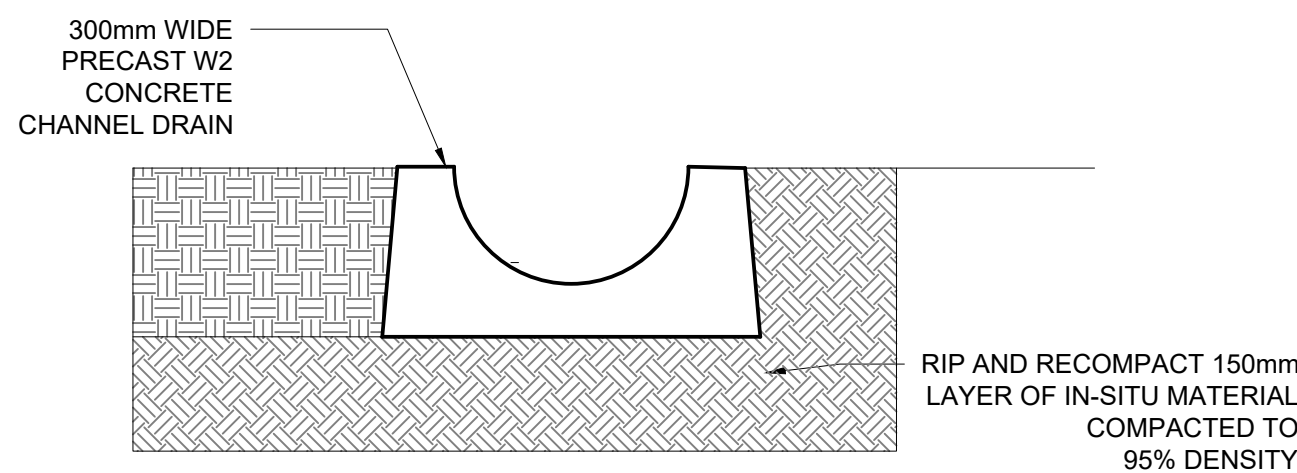


SECTION A-A



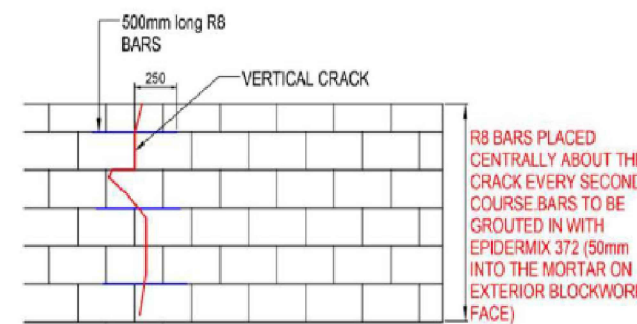
EXISTING CONTAINERS TO BE REMOVED FROM SITE

SCALE 1:100

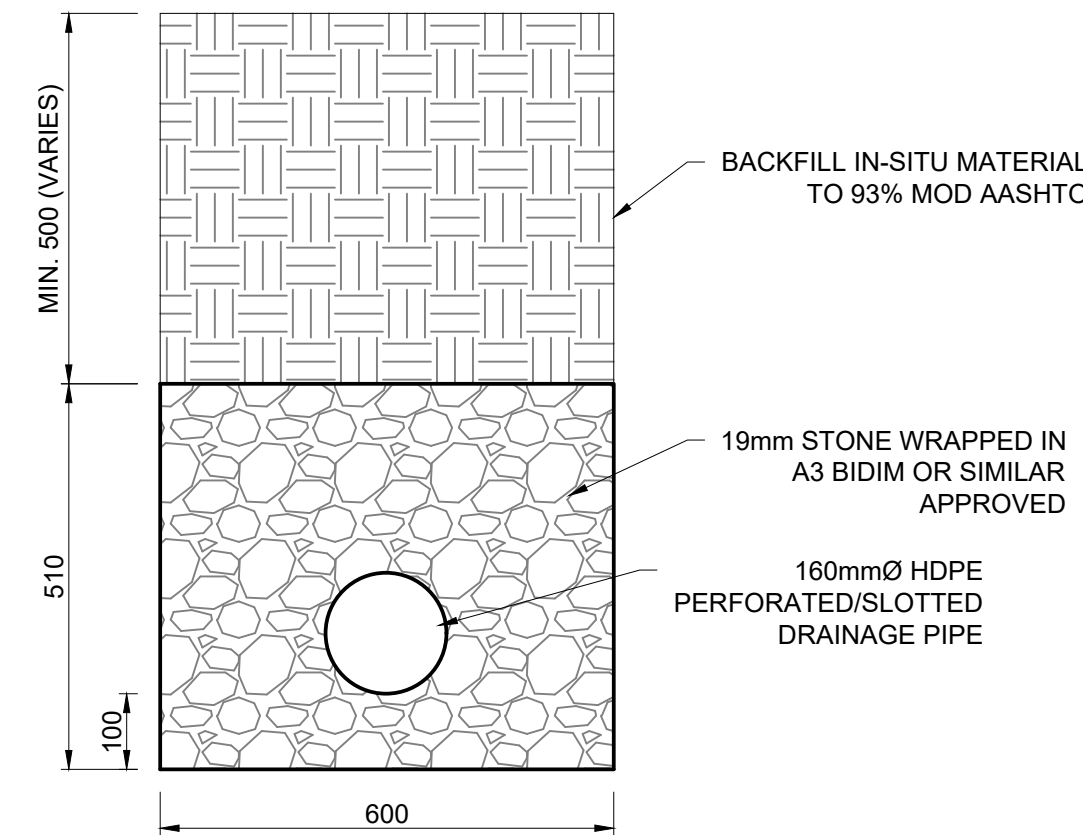


STORMWATER DRAINAGE DETAIL

SCALE 1:10



Detail: Typical stitching detail



SUBSOIL DRAINAGE DETAIL

SCALE 1:10

- CONCRETE FOOTINGS FOR PREFABRICATED ACCOMMODATION
 - FOOTINGS TO BE 400X400X1000MM DEEP MADE FROM 30MPA MASS CONCRETE. DIMENSIONS ON SITE TO BE CONFIRMED BEFORE CONSTRUCTION.
- CONCRETE FOOTINGS FOR FENCE AND GATE
 - FOOTINGS TO BE 600X600X700 DEEP MADE FROM 30MPA MASS CONCRETE. STEEL FENCE POSTS TO BE CAST INTO BASE AT A DEPTH OF 550MM AS PER MANUFACTURERS SPECIFICATIONS.
- SURFACE DRAINAGE CHANNEL
 - 300MM WIDE CONCRETE DRAINAGE CHANNEL TYPE W2 IS TO BE USED TO DRAIN STORM WATER AWAY FROM THE BUILDING. THE OUTLET IS TO GO THROUGH THE EXISTING STONE WALL, INTO A 110MM UPVC PIPE AND DRAIN INTO ANOTHER 300MM WIDE CONCRETE DRAINAGE CHANNEL AWAY FROM THE WALL.
- RAINWATER GOODS
 - NEW 125MM UPVC GUTTERS WITH ASSOCIATED BRACKETS AND FIXINGS ARE TO BE INSTALLED ON THE ROOF FOR STORMWATER MANAGEMENT. NEW 110MM UPVC DOWNPIPES ARE TO BE INSTALLED TO COLLECT STORMWATER FROM GUTTERS AND DRAIN INTO THE STORMWATER DRAINAGE CHANNEL.
- EARTHWORKS
 - AN ALLOWANCE TO BE MADE FOR IMPORTED G7 MATERIAL FOR BACKFILLING IF REQUIRED - 10M3
- FENCING
 - THE FENCING IS TO BE 1800MM HIGH AND 3000MM WIDE MEDIUM SECURITY CLEARVU OR SIMILAR APPROVED GALVANISED FENCE WITH APERTURE SIZE OF 12.7X76MM. WIRE DIAMETER TO BE 3X4MM WHEN COATED. - ALLOW FOR 60M OF FENCING.
 - STEEL POSTS TO BE 2950MM MILD STEEL POST PLANTED INTO REINFORCED CONCRETE FOOTING ACCORDING TO MANUFACTURERS SPECIFICATIONS.
 - INSTALL NEW 1800X1500MM WIDE CLEARVU GATE.
 - NEW FOOTINGS AS PER DRAWINGS.
- REMOVAL OF EXISTING CONTAINERS ON SITE
 - THE EXISTING 2NO. 6X3M CONTAINERS ARE TO BE REMOVED FROM SITE AND DISPOSED OF AT A LANDFILL SITE AND THE CONTRACTOR IS TO PROVIDE A DISPOSAL CERTIFICATE.
- MOVING OF EXISTING FENCE
 - THE EXISTING FENCE ON SITE IS TO BE MOVED APPROXIMATELY 1.5M BACK TO ALLOW FOR ADDITIONAL SPACE ON THE PLATFORM. ESTIMATED LENGTH OF FENCE TO BE MOVED IS APPROXIMATELY 40M.
- GAS SUPPLY
 - THE CONTRACTOR IS TO PROVIDE 2X19KG GAS WITH CYLINDERS PER UNIT. THE GAS CYLINDERS ARE TO BE HOUSED IN STEEL CAGES SITUATED ON THE OUTSIDE OF EACH UNIT. THE CONTRACTOR IS TO SUPPLY COMPLIANCE CERTIFICATES FOR THE GAS INSTALLATION.
- FURNITURE
 - THE CONTRACTOR IS TO SUPPLY 2NO. DOUBLE BUNK BEDS INCLUDING MATTRESS WITH STEEL FRAMES PER UNIT (4 IN TOTAL).
- SOLAR
 - TO BE CONFIRMED BY CONTRACTOR
- RETAINING WALL REPAIRS
 - THE CRACKS IN THE EXISTING RETAINING WALL IS TO BE REPAIRED BY REMOVING EXISTING CRACKED MORTAR AND REAMING CLEAN. CRACK-STITCH WALLS USING R8 BARS AND PLASTER OVER - ALLOW FOR 1M3 MORTAR AND 24M R8 STEEL BARS.

NOTES:

- CONCRETE STRENGTH: 30 MPa AT 28 DAYS.
- COARSE AGGREGATE : 19mm.
- REINFORCING COVER :
 - FOUNDATIONS = 50mm
 - ABOVE GROUND = 30mm
- PROPER CONCRETE SPACERS TO BE USED.
- REINFORCING LAP LENGTH = 50 x Ø.
- NO CONCRETE TO BE CAST WITHOUT THE APPROVAL OF THE ENGINEER.

QUALITY CONTROL TESTS TO BE DONE

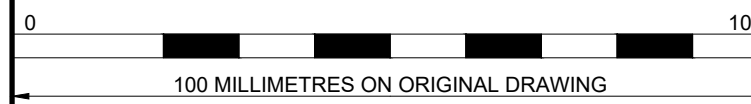
A. COMPACTION TESTS IN-SITU:

- TROXLER TESTS REQUIRED SPREAD OUT OVER ALL NEW FLOOR AREAS. 150m² + 5 ADDITIONAL ONES
- TEST POSITIONS TO BE DETERMINED BY THE ENGINEER.
- TESTS TO BE PERFORMED BY A SANAS APPROVED LABORATORY.
- ALL COMPACTION RESULTS TO BE SUPPLIED TO THE ENGINEER AND MUST BE APPROVED BY THE ENGINEER BEFORE CONTINUING WITH THE SUBSEQUENT LAYERS.

B. CONCRETE CUBE TESTS:

- 1 SET OF CUBES (3) REQUIRED FOR EVERY 30m² (5 TRUCKS) OF CONCRETE PLACED.
- SAMPLES TO BE TAKEN FROM DIFFERENT BATCHES AND RANDOMLY CHOSEN.
- AT LEAST ONE SAMPLE SHALL BE TAKEN FROM EACH DAY'S PLACING OF DIFFERENT GRADES OF CONCRETE.
- TESTS TO BE PERFORMED BY A SANAS APPROVED LABORATORY.
- ALL CONCRETE TEST CUBES MUST BE SUPPLIED TO THE ENGINEER WITHIN 7 DAYS OF REACHING AGE (7 AND 28 DAYS) FOR APPROVAL.

FOR TENDER



- Ⓐ BEFORE CONTRACT COMMENCES
- Ⓐ AFTER CONSTRUCTION CONTRACT HAS COMMENCED

Nr.	DATE	AMENDMENTS

COPYRIGHT IS VESTED IN V3 CONSULTING ENGINEERS
IN TERMS OF THE COPYRIGHT ACT (ACT 98 OF 1978)

CLIENT



V3 CONSULTING ENGINEERS

T : +27 (0) 21 045 0060

E : capetown@v3consulting.co.za

Unit 214 & 215, 2nd Floor, The Cliffs Office, Block 1, Niagara Way,
Tiger Falls, Carl Conja Drive, Bellville, 7530



PROJECT THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEDE TOL CAMPSITE - LIMLETBERG RESERVE

DRAWING DESCRIPTION SITE LAYOUT

DRAWING NO.
1060-2025-05-149824 - 500

REVISION
0

DESIGNED: SS	CHECKED: TS	
DRAWN: SS	SCALE: AS SHOWN	A1
APPROVED: SS	DATE: 2025-11-06	
FILE PATH:		

ANNEXURE A BILL OF QUANTITIES

CAPENATURE

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEEDE TOL CAMPSITE - LIMIETBERG RESERVE

TENDER NO: WCNCB 18/11/2025

SECTION 1: PRELIMINARIES AND GENERAL

BILL OF QUANTITIES

[illegible]

CAPENATURE

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEEDE TOL CAMPSITE - LIMIETBERG RESERVE

TENDER NO: WCNCB 18/11/2025

SECTION 2: COMPOSITE ITEMS

BILL OF QUANTITIES

Item No	Description	Unit	Quantity	Rate (R)	Amount (R)
2	Section 2: Composite Items				
2.1	Prefabricated 2-bedroom unit 7.2 m × 6.8 m – turnkey supply, deliver, install and commission; incl. walls/roof (Ashwood Slate Grey), 2× 1800 mm sliding doors, sidelights, windows per spec, internal doors & ironmongery, electrical (10 double plugs, switches, internal lights), plumbing fixtures (shower, toilet suite, basin/vanity), kitchen base unit with tops, provision for cut-outs, double sink, gas hob, gas geyser, provision for washing machine, wardrobes/cupboards, bathroom accessories, blinds/curtain rails, compliance certificates.	Sum	2		
2.2	Internal fittings and finishes not covered by supplier (final positions TBC with Client): external sensor lights, external weatherproof socket, floating shelf, decorative finishes, ironmongery variants.	Sum	2		
2.3	Timber/composite deck 4200 × 2400 mm including substructure, fixings and treatments	Sum	2		
2.4	Veranda 4200 × 2400 mm (no ceiling) including supports and roofing tie-ins	Sum	2		
2.5	Solar installation to service the two new staff accommodation including lights and small appliances (design, supply, install, and commission complete system)	Sum	2		
2.6	Electrical testing, earthing and Certificate of Compliance for prefabricated units (site integration)	Sum	2		
2.7	Removal and lawful disposal of existing 6x3m containers on site	Sum	2		

	Total Section 2: Carried to Summary				

CAPENATURE

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEDE TOL CAMPSITE - LIMIETBERG RESERVE

TENDER NO: WCNCB 18/11/2025

SECTION 3: MEASURED ITEMS

BILL OF QUANTITIES

Item No	Description	Unit	Quantity	Rate (R)	Amount (R)
3	Section 3: Measured Items				
3.1	Rip and re-compact 150 mm layer to platforms (95% MOD AASHTO)	m ²	100		
3.2	Imported G7 material for backfilling, place and compact in layers	m ³	10		
3.3	Excavation in all materials to reduce level, not exceeding 1.5 m deep (for variations)	m ³	5		
3.4	Backfilling, compaction to 95% MOD AASHTO (for variations)	m ³	3		
3.5	Mass concrete footings for prefabricated accommodation 400x400x1000 mm, 30 MPa	m ³	3.5		
3.6	Mass concrete footings for fence and gate 600x600x700 mm, 30 MPa	m ³	5.5		
3.7	Concrete 25 MPa, supply and place (excl. formwork/rebar) (for variations)	m ³	1		
3.8	Concrete 30 MPa, supply and place (excl. formwork/rebar) (for variations)	m ³	1		
3.9	High tensile reinforcement (cut, bend, fix) (for variations)	kg	10		
3.10	300 mm wide W2 concrete surface drainage channel	m	30		
3.11	110 mm uPVC pipe through existing wall (stormwater outlet)	m	3		
3.12	uPVC pipe 110 mm including bedding and jointing (for variations)	m	2		
3.13	125 mm uPVC gutters incl. brackets and outlets	m	24		
3.14	110 mm uPVC downpipes incl. shoes and connections to channel	No	4		
3.15	Supply and install 1.8 m high ClearVu (galvanised) fence incl. posts @ 3.0 m c/c as per manufacturers specifications	m	60		
3.16	Supply and install 1.8 m high x 1.5 m wide ClearVu gate complete as per manufacturers specifications	No	1		
3.17	Relocate existing fence ~1.5 m back, including dismantle and reinstall	m	40		
3.18	ClearVu fence supply and erect, 1.8 m high incl. posts @ 3 m (for variations) as per manufacturers specifications	m	15		
3.19	Provide 19 kg LPG cylinders incl. regulators and pigtails (2 per unit)	No	4		
3.20	Supply and install steel gas cages for cylinders	No	2		

CAPENATURE

THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEDE TOL CAMPSITE - LIMIETBERG RESERVE

TENDER NO: WCNCB 18/11/2025

SECTION 3: MEASURED ITEMS

BILL OF QUANTITIES

Item No	Description	Unit	Quantity	Rate (R)	Amount (R)
3.21	Gas CoC per unit by registered practitioner	No	2		
3.22	Gas installation CoC by registered practitioner (for variations)	No	1		
3.23	Double bunk bed with steel frame incl. mattress	No	4		
Section 3 Carried Forward					
Section 3 Brought Forward					
3.24	Excavate trench for water connection, backfill and compact (600 mm deep)	m	30		
3.25	Supply, lay and connect 32 mm HDPE class 12 incl. fittings	m	30		
3.26	Connect to existing main incl. valve, tee and testing	Sum	1		
3.27	HDPE pipe 32 mm Class 12 including fittings (for variations)	m	5		
3.28	Quality control testing (compaction tests, concrete cube tests)	PSum	1		
3.29	Supply, deliver and install 2 No. single-unit Enviro Loos, complete with all components, venting, doors, internal fixtures, foundations, and all work necessary for full operation.	No	2		
3.30	Supply and install lockable steel cupboard for staff (1.8x0.450 wide)	No	4		
3.31	Install subsoil drainage system with 19mm stone wrapped using A3 Bidim or similar approved and 160mm slotted drainage pipe as per detail on drawing	m	60		
3.32	Crack repairs on existing stone wall				
3.32.1	R8 diameter mild steel reinforcement bars	m	24		
3.32.1	Structural grout in joints (50mm min.) for reinforcement bars using Epidermix 372 or similar approved	m	24		
3.32.2	Plaster over new crack repairs using class ii mortar 15mm	m ²	1.2		
3.33	Subsoil drainage system				
3.33.1	160mm diameter HDPE slotted drainage pipe	m	60		
3.33.2	19mm stone for drainage layer	m ³	19		
3.33.3	Bidim A3 or similar approved geotextile for drainage	m ²	140		

CAPENATURE
THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEEDE TOL CAMPSITE - LIMIETBERG RESERVE
TENDER NO: WCNCB 18/11/2025
SECTION 3: MEASURED ITEMS
BILL OF QUANTITIES

Item No	Description	Unit	Quantity	Rate (R)	Amount (R)
Total Section 3: Carried to Summary					

CAPENATURE
THE CONSTRUCTION OF CONTAINER STAFF HOUSING AT TWEEDE TOL CAMPSITE - LIMIETBERG RESERVE
TENDER NO: WCNCB 18/11/2025

SUMMARY
BILL OF QUANTITIES

Item No	Description	Amount (R)
S1	Preliminaries and General	
S2	Composite (Lump Sum) Items	
S3	Measured Work	
	Subtotal (Excl. VAT)	
	Contingencies (5%)	
	Subtotal (Excl. VAT)	
	15% VAT	
	Total Tender Sum (Incl. VAT)	

ANNEXURE B HEALTH AND SAFETY SPECIFICATION



PROJECT SPECIFIC HEALTH & SAFETY SPECIFICATIONS
BASELINE RISK ASSESSMENT & MANDATORY
AGREEMENTS

REV 001 – 10/11/2025

**1060-2025-05-149824-STAFF-HOUSING-TWEEDE-TOL-
CAMPSITE**

PREPARED FOR:



Compiled by: Frik Herbst (CHSM/941/2019)

REVISIONS

Rev No	Issue / Review Date	Description of Revisions Made	Author
001	10/11/2025	OHS Document Specifications First Development	Frik Herbst

FOREWORD

These health & safety specifications have been compiled in terms of the Occupational Health & Safety Act no. 85 of 1993 and Regulations as amended (the Act).

It must be clear that this document is a management tool and should be used by the Principal Contractor and Contractors in order to comply with the aforementioned Act and regulations.

Should there be any contradiction between this document and the Act, the Act must take preference except where explicitly stated.

Similarly, where this document is silent on a specific health & safety requirement, the Act must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact Q Safety (Pty) Ltd in this regard.

Always ensuring you of our best intentions and service.

TABLE OF CONTENTS

1. Introduction and Background

- 1.1 [Background to the Health and Safety Specifications](#)
- 1.2 [Purpose of Health and Safety Specifications](#)
- 1.3 [Implementation of the Health and Safety Specifications](#)
- 1.4 [Professional Team](#)
- 1.5 [Definitions & Abbreviations](#)

2. Occupational Health & Safety Management System Elements

- 2.1 [Scope and Description of Project](#)
- 2.2 [Interpretation](#)
 - 2.2.1 [Application](#)
 - 2.2.2 [Definitions](#)
- 2.3 **Minimum Administrative Requirements**
 - 2.3.1 [Notification of Intention to Commence Construction Work](#)
 - 2.3.2 [Assignment of Principal Contractor's and Contractors' Responsible Persons to Supervise Health and Safety on Site](#)
 - 2.3.3 [Competence of Principal Contractor's and Contractors' Responsible Persons](#)
 - 2.3.4 [Compensation of Occupational injuries and Diseases Act \(COIDA\) Act 130 of 1993](#)
 - 2.3.5 [Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment](#)
 - 2.3.6 [General Record Keeping](#)
 - 2.3.7 [Injury / Incident Reporting and Investigation](#)
 - 2.3.8 [Consolidation of Health & Safety Documentation](#)

2.4 [Principal Contractors, Contractors and Sub-contractors](#)

2.4.1 [Principal Contractors and Contractors' Requirements](#)

2.5 [Client identified Hazards and Potentially Hazardous Situations](#)

2.5.1 [Client identified Hazards](#)

2.5.2 [Unforeseeable Hazards](#)

2.5.3 [Visibility Hazards](#)

2.6 [Site Operational Requirements](#)

2.6.1 [Health and Safety Representative\(s\)](#)

2.6.2 [Health and Safety Training](#)

2.6.2.1 [Induction](#)

2.6.2.2 [Awareness](#)

2.6.3 [Health and Safety Audits, Monitoring and Reporting](#)

2.6.4 [Emergency Procedures](#)

2.6.5 [First Aid Boxes and First Aid Equipment](#)

2.6.6 [Personal Protective Equipment \(PPE\) and Clothing](#)

2.6.7 [Occupational Health and Safety \(OHS\) Signage](#)

2.6.8 [Public and Site Visitor Health and Safety](#)

2.6.9 [Medical certificates](#)

2.7 [Physical Requirements](#)

2.7.1 [Deliveries, Waste Removal, Stacking/Storage of Materials](#)

2.7.2 [Fire Extinguishers and Fire Fighting Equipment](#)

2.7.3 [Fall Protection / Scaffolding / Working in Elevated Positions](#)

2.7.4 [Ladders and Ladder work](#)

2.7.5 [Excavations, Earthworks, Sloping, Dewatering or Drainage](#)

2.7.6 [Temporary Works](#)

2.7.7 [Demolition Works](#)

2.8 [Plant, Machinery and Equipment](#)

2.8.1 [Hired Plant and Machinery](#)

2.8.2 [General Machinery](#)

2.8.3 [Electrical Installations and Portable Electrical Tools](#)

2.8.4 [Hand Tools](#)

2.8.5 [Existing Services](#)

2.9 [Occupational Health](#)

2.9.1 [Industrial Hygiene \(Exposure to Physical and Chemical Stresses\)](#)

2.9.2 [Hazardous Chemical Agents \(HCA\)](#)

2.9.3 [Transport of Workers](#)

2.9.4 [Night Work](#)

2.9.5 [Welfare Facilities](#)

2.9.6 [Alcohol and Other drugs](#)

2.9.7 [Smoking on site](#)

2.9.8 [Transmittable Diseases Requirements](#)

2.9.9 [Corrective Action & Contractor Performance Reports](#)

2.9.10 [Weather Statistics](#)

2.9.11 [Crime Statistics](#)

2.9.12 [Duties of Designers](#)

2.10 [Environmental Management Requirements](#)

3. [Annexure A](#)

Primary Health & Safety Compliance

4. [Annexure B](#)

General Compliance Requirements

5. [Annexure C](#)

Acknowledgement of receipt:

7. [Annexure D](#)

Baseline Risk Assessment

8. [Annexure E](#)

Mandatory agreement in terms of Section 37(2)

9. [Annexure F](#)

CR 5(1)(K) Appointment of Principal Contractor

SITE LOCALITY (MAPS)



1. **INTRODUCTION AND BACKGROUND**

1.1 **Background to the Health and Safety Specifications (also termed These Specifications)**

The Construction Regulations (February 2014) places the onus on the Client prepare health & safety specifications, highlighting all risks not successfully eliminated during design.

1.2 **Purpose of the Health and Safety Specifications**

The purpose of the H&S specifications document is to assist in achieving compliance with the Occupational Health & Safety Act 85, 1993 (OHS Act) and the promulgated Construction Regulations (February 2014) in order to prevent or as far as possible, reduce incidents and injuries. These specifications should act as the basis for the drafting of the Principal Contractor's and Contractors' construction phase health & safety plans.

The health & safety specifications set out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons (including the public) potentially at risk may receive the same priority as other facets of the project e.g. cost, program, environment, quality, etc.

1.3 **Implementation of the Health and Safety Specifications (Drafting of Health & Safety Plan)**

These health & safety specifications form an integral part of the contract, and the Principal Contractor is required to use it when drawing up its project-specific construction phase health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare health & safety plans relating to their operations.

1.4 **Professional Team**

Discipline	Company Name	Name	Abbr.	Phone	E-mail
Project Manager	V3 Consulting	Shivam Sukhnandan	SS	082 513 0256	Shivam.sukhnandan@v3consulting.co.za
Health and Safety	Q Safety (Pty) Ltd	Frik Herbst	FH	083 294 9380	frik@qsafety.co.za

1.5 **Definitions & Abbreviations**

Act: means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

AIA means an Inspection Authority approved by the chief inspector: Provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only.

Client: means any person for whom construction work is being performed

Client's Health and Safety Agent: Q Safety (Pty) Ltd

Competent person: means any person having the knowledge, training, experience, and qualifications specific to the work or task being performed.

Construction work: means any work in connection with—

- the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure.
- the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.
- the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

Contractor: means an employer, as defined in section 1 of the Occupational Health and Safety Act, who performs construction work and includes principal contractors;

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of road traffic maintenance being executed or to be executed;

Health and safety file: means a file or other record in permanent form, containing the information required as contemplated in these regulations;

Health and safety plan: means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

Health and safety specification: means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

HCA: Hazardous Chemical Agents

SDS: Safety Data Sheet

PPE: Personal Protective Equipment

OREP: Occupational Risk Exposure Profile

Medical Certificate of Fitness: means a certificate contemplated in Construction Regulation 7(8);

SWP: Safe Work Procedure

Occupational Health Practitioner means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978);

Occupational Hygiene Survey: means a Survey or Analysis on Hazardous Environmental Exposure e.g. Noise, Lead, Asbestos, Airborne Pollutants, Thermal Stress, Hazardous Chemical Agents, etc. to Persons conducted by an Inspection Authority Approved by the Department of Labour for the Exposure identified, provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only

Occupational Hygiene: means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons;

Principal contractor: means an employer, as defined in section 1 of the Occupational Health and Safety Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

Risk assessment: means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

Structure: means any building, steel or reinforced concrete structure

SACPCMP means the South African Council for the Project and Construction Management Professions

Designer: means a competent person who

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;
- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

Disease means a disorder of structure or function in a human, animal, or plant, especially one that produces specific symptoms or that affects a specific location and is not simply a direct result of physical injury.

Construction manager: 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;

Construction site: means a workplace where construction work is being performed.

“Disaster Management Act” means the Disaster Management Act, 2002 (Act No. 57 of 2002);

“OHSA” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“Worker” means any person who works in an employer’s workplace including an employee of the employer or contractor, a self-employed person or volunteer;

“Workplace” means any premises or place where a person performs work.

“Transmission” or “Transmitting” is the passing of a pathogen causing communicable disease from an infected host individual or group to a particular individual or group, regardless of whether the other individual was previously infected.

2. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM ELEMENTS

2.1 Scope of the Specifications and Description of Project

1. Project Description

The project involves the construction and installation of new **container-based staff accommodation units** at the Tweede Tol Campsite within the Limietberg Nature Reserve for **CapeNature**. The works will be carried out under the supervision of **V3 Consulting Engineers** and will include civil, structural, and service connection elements as detailed in the approved design drawings (Ref. No. 1060-2025-05-149824).

2. Nature and Extent of Works

The scope of work comprises the following main activities:

1. Site Preparation & Earthworks

- Clear and prepare the designated area within the existing fenced reserve section.
- Cut and fill as required to achieve level platforms.
- Rip and compact top 150 mm of in-situ material to 95% MOD AASHTO.
- Place a 375 µm DPC layer and construct reinforced concrete surface beds and footings as indicated on drawings.
- Provide stormwater management through surface drainage channels (300 mm W2 type).

2. Removal of Existing Structures

- Remove and dispose of two (2) existing 6 × 3 m containers from the site at a registered landfill facility.

- Provide disposal certificates to the Engineer.

3. Concrete Works

- Construct 400 × 400 × 1 000 mm deep 30 MPa reinforced concrete footings for new container units.
- Construct 600 × 600 × 700 mm deep 30 MPa concrete footings for fence posts and gates.
- Cast 150 mm thick reinforced concrete surface beds (Mesh Ref. 245) for container placement and drainage slopes.

4. Installation of Container Units

- Deliver, position, and install pre-fabricated container housing units as approved by the Client.
- Each unit to include bedrooms, kitchen, communal bathroom, and living area facilities as per supplier specifications.
- Ensure all materials and fittings are robust, weather-resistant, and baboon-proof (doors, windows, gutters, etc.).

5. Fencing and Gates

- Supply and install approximately 60 m of 1 800 mm high galvanised ClearVu fencing with concrete footings.
- Relocate ± 40 m of existing fencing 1.5 m back from current alignment.
- Install one (1) ClearVu gate (1 800 × 1 500 mm).

6. Plumbing and Drainage

- Connect new units to existing on-site water, sewer, and drainage networks.
- Ensure all connections are fully sealed and compliant with applicable SANS standards.
- Provide stormwater downpipes and connect to concrete surface channels.

7. Electrical Works

- Connect units to the existing on-site electrical supply using approved and certified electricians.
- Install necessary lighting, plug points, and safety isolators as per design.

8. Gas Installation

- Provide and install 2 × 19 kg gas cylinders per unit in approved lockable steel cages.
- Supply gas compliance certificates (CoC) from a registered installer.

9. Furniture and Fixtures

- Supply and install two (2) steel-framed double bunk beds per unit, including mattresses and standard furnishings.

10. Retaining Wall Repairs

- Repair cracks in existing retaining wall using R8 steel bars and mortar, followed by plaster finishing.

11. Environmental and Site Controls

- Implement erosion, dust, and noise control measures throughout construction.
- Prevent spillage and pollution of soil or nearby watercourses.
- Confine all activities to the designated construction area as approved by CapeNature to avoid triggering environmental permits.

12. Testing and Quality Control

- Conduct compaction and concrete cube tests through a SANAS-accredited laboratory.
- Provide all test results and certificates to the Engineer before progressing to subsequent phases.

2.2 Interpretations

2.2.1 Application

This specifications document is a legal compliance document drawn up in terms of the OHS Act and are therefore binding. The document must be read in conjunction with other relevant legislation.

A principal contractor shall, as a minimum, comply with:

- The Occupational Health and Safety Act and Regulations (Act 85 of 1993) ("OHS Act")
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993 ("COIDA"))
- The National Qualification Framework Act, 2000 (Act No.67 of 2000)
- The National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R. 919 of 30 July 1999 and R. 547 of 30 May 2008;
- (The Engineering Profession Act, 2000 (Act No. 46 of 2000)
- Road Traffic Management Act (Act No. 20 of 1999)

2.2.2 Definitions

The definitions listed in Section 1.5 shall apply.

2.3 Minimum Administrative Requirements

2.3.1 Notification of Intention to Commence Construction Work

The Principal Contractor must notify the Provincial Director of the Department of Labour in writing before construction work commences.

A copy of this notification must be held in the Principal Contractor's health & safety file on site. The email transmission will serve as proof of notification.

2.3.2 Assignment of the Principal Contractor's / Contractors' Responsible Persons to Supervise Health and Safety on Site

The Principal Contractor and all Contractors must make supervisory appointments, as per CR 8, as well as other relevant appointments in writing (as stipulated by the OHSA and Construction Regulations 2014).

Client will ensure that the Principal Contractor, is appointed in terms of Construction Regulation 5(1)(k), implements, and maintains the agreed and approved OH&S Plan.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act, or his delegate in terms of Sect 16(2) of the OHS Act, must ensure that his Employees (as defined in the Act) complies with the Act. Legal Compliance Audits must be used for this purpose.

The Construction Manager, Assistant Construction Manager, Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8. Contractor must provide proof of OHS training and employees must fully understand their duties and responsibilities outlined by the respective appointments.

2.3.3 Competence of the Principal Contractor's / Contractors' Appointed Competent Persons

The Principal Contractor's and all Contractors' competent persons for the various risk management portfolios must fulfill the criteria as stipulated under the definition of 'Competent' in accordance with the Construction Regulations (February 2014). Construction Health and Safety Officer (CHSO)

The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, etc.).

This person may not hold any other position on the site staff. The site supervisor may not act as the CHSO. The CHSO appointed for the project will be held responsible for all H&S on the project.

Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHSO at all times;

No new workers or Contractors may commence work without approval of H&S plan as submitted.

No inductions of any Contractors' staff until the H&S documentation is approved by the CHSO, and The CHSO may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended without adequate, competent Supervision.

The appointed CHSO to forward a corrective action report within 3 working days after the OHS Audit signed off by CHSO.

The appointed CHSO shall attend at least one Audit per month.

The appointed CHSO shall forward a Corrective & Preventative Action Report signed off by CHSO following work stoppage / issuing of a non-compliance Report as soon as possible, but not later than 3 working days from the non-compliance / work stoppage report.

The CHSO will be responsible for collating the H&S documentation at the close out of the project in electronic format, properly labeled and filed.

Failure to do so will be considered a serious offence and penalties applied. Failure could also result in retentions or project certification not being issued to the PC.

The contractor should note that the list below it is a generic list only and is intended for use as a guideline to ensure all legal appointments is done as required:

The following appointments could be relevant on this project:

Appointment	Ref. Section/Regulation in OHS Act
Construction Manager	Construction Regulation 8(1)
Construction Manager (Alternate)	Construction Regulation 8(1)
Assistant Construction Manager	Construction Regulation 8(2)
Construction Supervisors	Construction Regulation 8(7)
Assistant Construction Supervisors	Construction Regulation 8(8)
Construction Vehicle and Mobile Plant Inspector	Construction Regulation 23(1)(k)
Construction Vehicle and Mobile Plant Operator	Construction Regulation 12(1)(d)
Emergency/Fire Coordinator	Construction Regulation 29
First Aider	General Safety Regulation 3(4)
Fire Equipment Inspector	Construction Regulation 29(h)
Hazardous Chemical Agent Supervisor	HCA Regulations
Incident Investigator	General Administrative Regulations 9(2)
Designer of temporary work	Designer of temporary work
Excavation Supervisor & Inspector	Construction Regulation 13(1)(a)
Ladder Inspector (Designated)	General Safety Regulations 13A
Lifting Machine Operator	Driven Machinery Regulation 18(11)
Lifting Machine and Lifting Tackle Inspectors	Driven Machinery Regulation 18(5)
OH&S Officer (Part time)	Construction Regulation 8(5)
<i>In terms of Construction Regulation 8(5) and the project's Risk Profile Evaluation, The Client requires the Principal Contractor to appoint a Part Time CHSO to be on site that visits the project at least Bi-Weekly (2 times per month) & working on the project during each visit and provide the required proof of competency. The CHSO must be registered with and provide a registration letter from the SACPCMP in compliance to the requirements of Construction Regulation 8(6).</i>	
<i>Where the Principal Contractor employs more than 20 persons (including the employees of sub-contractors) he shall appoint one OH&S Representative for every 50 employees or part thereof. OHS Act Sec. 17(2) and GAR 6, requires that the appointment OR election and subsequent designation of OH&S Representatives is executed in consultation with Employee Representatives or Employees. OH&S Representatives to be designated in writing and designation must include the area of responsibility of the appointee and term of the designation. Duties and functions of the OH&S Representatives shall be as contained in Section 18 of the OHS Act.</i>	
Stacking and Storage Supervisor	Construction Regulation 28(a)

2.3.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor must have in its possession a letter of good standing from its Compensation assessor as proof of registration. Contractors must also hold proof of the workman's compensation assurance registration in the form of a letter of good standing and forward a copy to the Principal Contractor **before** they begin work on site.

2.3.5 Preliminary Hazard Identification and Risk Assessments and Progress Hazard Identification and Risk Assessments

The Principal Contractor must cause a hazard identification to be performed by a competent person before commencement of works. The assessed risks, together with written safe work procedures for the 'high-risk' rated activities, must form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessments must include:

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) Documented risk assessments based on the list of hazards, method statements and tasks;
- c) A set of safe work procedures aimed to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessments as they change.

The Principal Contractor must ensure that all Contractors inform, instruct, and train their workers regarding any hazards, associated risks, and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

This training should be carried out in the form of toolbox health & safety talks. Contractors must conduct their own toolbox talks and submit proof of these talks in the form of attendance registers to the Principal Contractor at least every two weeks. Every worker on site must undergo such a toolbox safety talk at least once a week with the attendance registers kept in the Principal Contractor's safety file.

2.3.6 General Record Keeping

The Principal Contractor and all Contractors must keep and maintain Health and Safety records to demonstrate compliance with these Specification, with the OHS Act 85/1993, and with the Construction Regulations (February 2014). The Principal Contractor must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are **kept in the health & safety file(s) held in the site office.**

The Principal Contractor must ensure that every Contractor keeps its own health & safety file, maintains the file and makes it available on request (the file must include the Contractor's health & safety plan). Such Contractor safety files must be audited by the Principal Contractor on a monthly basis with audit reports kept.

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

NB: Health & Safety File index to be included in HSE Plan

The following completed information shall be included (but not be limited to) as part of the index **(Does not have to be in the specific sequence):**

OHS MANAGEMENT SYSTEM INDEX

- Health and Safety Management Plan
 - Health & Safety Management Plan
 - Health and Safety Management Plan
 - Pre-Start Site Checklist

- Appointments
 - Organogram
 - Legal Appointments
- General Policies and Procedures
 - General Policies
 - Health and Safety Policy
 - Environmental Policy
 - Alcohol and Drug Policy
 - Transmittable Disease Prevention Policy
 - General Procedures
 - Emergency Procedure
 - Emergency Telephone Numbers
 - Incident Investigation Procedure
 - Incident Investigation Monitoring Plan
- Work Method Statements
- Risk Assessments
 - Baseline Risk Assessment (Client)
 - Baseline Risk Assessment (Contractor)
 - Task / Issue Based Risk Assessments
 - Ergonomic Assessments
 - DSTi's (Daily Safety Task Instructions)
 - Monitoring and Review Plan
- Safe Operating / Work Procedures
- Registers
- Machinery and Equipment
 - Load Test Certificates
 - Pressure Test Certificates
 - Compliance Checks
 - Vehicle Licenses
- Personal Protective Equipment
 - Issue Registers
- Incident Investigation Forms
 - Internal Accident / Incident Investigation Forms
 - Annexure 1
 - WCL 1 & 2
- Health and Safety Representative Checklists
- Health and Safety Meeting Minutes
- Communication
 - Department of Employment and Labour
 - Letter of Good Standing
 - Sect 24 Incidents

- Client
 - Non-Conformances
 - Legal Compliance Register
 - Audit Close-out Reports
- Legal Register
 - Acts and Regulations
 - Section 37(2) Agreements
 - Client
 - Sub-Contractors
 - Client's Health and Safety Specifications
- Training
 - Attendance Register
 - Induction Manual
 - Ergonomic Training
 - Competencies (Certificates)
 - Toolbox Talks
- Hazardous Chemical Agents (HCA)
 - HCA Registers
 - Safety Data Sheets
- Audits
 - Internal
 - External
 - Audit Findings / Non-Conformances Close-out Plan
- Occupational Medicals
 - ID's of Personnel
 - Annexure 3 Certificates
 - Occupational Medicals Surveillance Program
- Transmittable Disease Prevention Documentation
 - Transmittable Disease Emergency Response and Prevention Plan
 - Transmittable Disease Prevention Policy
 - Transmittable Disease Risk Assessment
- Sub-Contractors Pack
- Monthly Health & Safety Statistics

2.3.7 Injury / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling (lost day); and reportable. When reporting injuries to the Client, these categories must be used. **The Principal Contractor must investigate all injuries; with an annexure 1 report being completed for each injury. All Contractors must report on the 4 categories of injuries to the Principal Contractor at least monthly.** Contractors must investigate injuries and incidents involving their employees and forward a copy of the annexure 1 investigation report to the Principal Contractor forthwith. The Principal Contractor must report all injuries to the Client in the form of an injury report (spreadsheet), at least monthly.

Due to the remote area and weak cell phone signals of Tweede Tol Camp Site and the ambulance, medical treatment centre that is far away, the following needs to be always on site:

- **Vehicle to be always available.**
- **First aider to be always on site.**

All incidents reportable in terms of the provisions of Section 24 of the OHS Act, 1993 must be reported to the local Dept. of Labour in the prescribed manner. The client needs to receive conformation that this was done.

2.3.8 Consolidation of Health & Safety Documentation

It is the duty of the Principal Contractor to ensure that all documentation that was required to be kept or generated during the construction process, be consolidated into one set of documents that must be handed over to the Client upon completion of the construction work.

This should include instructions from the design team that will be required for the continued safe operation and maintenance of the new structure.

2.4 Principal Contractors, Contractors and Sub-contractors

2.4.1 Principal Contractor's and Contractors' Requirements

The Principal Contractor must ensure that all Contractors appointed by it comply with these Specifications as well as the OHS Act, Construction Regulations (February 2014), and other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

The Principal Contractor may only allow a Contractor to begin work on site after approving the Contractor's health & safety plan. The Principal Contractor must audit each of its contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit should include an administrative assessment as well as a physical inspection of the contractor's site activities.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

- The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations;
- The Principal Contractor shall take all reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;
- The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors so as to allow them to execute the work safely
- The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;
- The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;
- The Principal Contractor shall discuss and negotiate with the contractor the contents of the health and safety plan and shall finally approve that plan for implementation;
- The Principal Contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- The Principal Contractor may only appoint a contractor to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

2.5 Client identified Hazards and Potentially Hazardous Situations

2.5.1 Client identified Hazards

Please refer to Annexure D for the Client's Baseline Risk Assessment.

2.5.2 Unforeseeable Hazards

The Principal Contractor must immediately notify other Contractors as well as the Client, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken.

2.5.3 Visibility Hazards

The Principal Contractor shall ensure that all the following requirements are adhered to when working in low or minor visibility – Mist and rain can influence employee visibility and make it difficult for motor vehicle drivers to see them.

- Employees to wear reflective vests.
- Reflective cones to be used to separate traffic from employees.
- Employees to be trained to be aware of traffic.
- Flag person to control traffic when employees are working close to the road.
- Employees to all have valid Annexure 3 Medicals – To be done by an Occupational Health Practitioner.
- Construction vehicles to have amber lights and the required signage.

2.6 Site Operational Requirements

2.6.1 Health and Safety Representative(s)

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees and trained/informed to carry out their functions. The appointments must be in writing.

The Health and Safety Representatives could carry out monthly inspections, keep records and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety meetings.

At least one Health & safety representative is required by all Employers. (Appoint one for the first 20 employees and an additional one for each group of up to 50 employees on site).

2.6.2 Health and Safety Training

2.6.2.1 Induction

The Principal Contractor must ensure that all site personnel undergo a site-specific health & safety induction training session before any worker starts work. A record of attendance shall be kept in the health & safety file. **The Principal Contractor will be required to induct all contractors' employees.**

2.6.2.2 Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once a week. Toolbox talks shall include seasonal modules on wildfire readiness, lightning, heat stress/UV, snake awareness and remote-work communications.

2.6.3 Health and Safety Audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all Contractors appointed by it and keep audit reports in its health & safety file. Contractors have to audit their sub-contractors and keep records of these audits in their health and safety files, made available on request. The Client/Agent will conduct monthly site visits. One inspection and one audit on the Principal Contractor's safety management plan every month.

2.6.4 Emergency Procedures

2.6.4.1 Wildfire & Hot-Work Controls (Tweede Tol Camp Site)

- The Contractor shall check and record the daily Fire Danger status as communicated by Tweede Tol Camp Site Nature Reserve/CapeNature and adjust work accordingly. Hot-work is prohibited whenever the Reserve indicates Very High/Extreme fire danger.
- No open fires or naked flames are permitted outside designated, approved areas. Cooking is restricted to controlled bottled-gas facilities under supervision.
- Before any welding, grinding, cutting or other hot-work, implement a Hot-Work Permit with: 10 m clear area, non-combustibles protected, tested fire extinguisher(s) at hand, trained fire-watch during the task and for at least 60 minutes after, and post-work re-inspection.
- Maintain wildfire readiness: beaters, fire rakes, and a mobile water unit suitable for initial attack; all crew briefed on escape routes, safety zones and call-out numbers.
- At first sign of uncontrolled fire, stop work, account for crew, move to safety zones, and notify Reserve management and Fire Services immediately.

2.6.4.2 Snakebite Response

- Do: calm the patient; lay them down; immobilise the bitten limb with a splint; apply a firm pressure-immobilisation bandage from fingers/toes upward; keep the patient still; record time of bite; remove rings/watches; monitor airway/breathing; arrange urgent evacuation.
- Do NOT: cut, suck, incise, wash the wound, or apply a tourniquet or ice.
- Contact numbers for Reserve Control, Ambulance and nearest medical facility shall be posted at the site office and in vehicles.
- If no mobile signal is available, use radio/satellite phone per the communications plan.

2.6.4.3 Journey Management & Remote Work Controls

- Two-person rule: No lone working in the veld or away from the base unless formally authorised with additional controls.
- Journey plan: Before leaving the base, teams shall log route, task, vehicle reg, crew list, comms devices and planned check-in times with the Supervisor/Reserve Control.
- Comms: Primary VHF/UHF channel as agreed with the Reserve; satellite phone available for black-spot areas. Perform morning and afternoon radio checks. Missed check-in = immediate call-back; >30 minutes overdue = escalate emergency response.
- Vehicle & survival kit: first-aid (incl. snakebite bandages), water and shade provision for crew, fire extinguisher, recovery gear, spare wheel/jack, lighting, map/GPS.
- Medevac readiness: identify rendezvous points/landing zones and evacuation routes in the emergency plan.
- Weather stop-rules: apply the 30/30 lightning rule; stop high-risk tasks for severe heat, high winds, dust or poor visibility; resume only when conditions are safe and the Supervisor authorises.
- Wildlife awareness: brief daily; avoid provoking wildlife; retreat to vehicles if approached.
- Records: keep journey plans, check-ins and escalations in the H&S file.

The Principal Contractor must prepare a detailed Emergency Procedure/Evacuation Plan prior to commencement on site. The procedure/plan must take into consideration the risks and potential incidents posed by work to be carried out on this project. The P/Contractor must take into account any emergency contingency requirements as set out in Tweede Tol Camp Site evacuation plan. The Procedure must detail the response plan including the following key elements:

- List of key competent personnel;

- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies i.e. fire, possible structural collapse, chemical spill, etc;

Emergency procedure(s) shall include, but shall not be limited to:

- Employees suffering from dehydration, sun stroke or exposure
- Criminal and hostage situations
- Dealing with accidents involving third party vehicles or individuals
- Dealing with spillages or petrochemical, toxic or hazardous materials
- Employees bitten or stung by snakes, spiders, scorpions, insects or animals
- Performing necessary operations under poor visibility conditions
- Employees involved in accidents or incidents requiring medical attention
- Performing necessary operations during fires
- Protest Actions and/or Political/Community unrest
- Drowning / other water emergencies.

The Principal Contractor must advise the Client in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and posted up on site.

Emergency procedure(s) shall include, but shall not be limited to: fire; injury to employees/others; damage to material/equipment/plant; use of hazardous chemical agents; major incidents/injuries; etc. The Principal Contractor must advise the Client in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Clinic, etc.) must be maintained and posted up on site.

2.6.5 First Aid Boxes and First Aid Equipment

The Principal Contractor must appoint at least one First Aider who must be certificated. Copies of valid certificates are to be kept on site. **The Principal Contractor must provide at least 1 (one) first aid box, adequately stocked at all times.** All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees must have their own trained, certified first aider on site at all times.

Each first-aid box for remote field teams shall include **two elasticised pressure bandages** and a **lightweight splint** for pressure-immobilisation treatment of snakebite.

2.6.6 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor and Contractors must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Principal Contractor and Contractors must make provision and keep adequate quantities of SABS approved PPE on site at all times according to their risk assessments. The P/Contractor must supply **visitor hard hats** to be held in the site office (5 no). The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right and must therefore supply their own PPE.

- Reflective vest to be worn by all people on site without exception.
- Steel toe cap shoes to be worn by all employees on site.
- Hard Hats to be worn during demolishing and overhead works.

Every Contractor is responsible for supplying the necessary PPE to its own employees. **Labour Only Contractors appointed by the Principal Contractor become the responsibility of the Principal Contractor unless otherwise instructed.**

Employees on site to have identifiable clothing (example company branding) to ensure they work on the site.

2.6.7 Occupational Health and Safety (OHS) Signage

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'no unauthorized entry', 'report to site office', direction to site office, 'beware of overhead work', 'hard hat area' – to be posted up at all site entrances.

Certain signs may also be required to be posted up on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas / operations such as **exposed edges and openings and trenches/excavations** where persons are at work.

Health & safety signage must be well maintained including Daily inspections, cleaning, replacement, and repair.

Have SARTSM-compliant temporary road signs, taper lengths, pilot/flagging points, and night reflectivity where work happens at gravel tourist roads.

2.6.8 Public and Site Visitor Health & Safety

All site personnel must be inducted into the site safety procedures on the day they begin work on site. This includes all sub-contractors. This is the duty of the P/Contractor.

The site will be occupied by the residence and staff members during construction, all work areas to be properly barricaded and signage to be displayed.

The principal contractor to take all necessary steps to ensure no entry is possible outside of working hours as well. Therefor make the necessary security arrangements.

Demarcate and signpost all work areas adjoining tourist routes; implement a traffic/safe-passage plan when working near public movement.

Note, that danger tape is not accepted, orange netting to be used as a minimum.

2.6.9 Medical Certificates

All employees to have valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

2.7 Physical Requirements

2.7.1 Deliveries, Waste Removal, Stacking/Storage of Materials

The Principal Contractor and other relevant contractors must ensure that there are a designated stacking supervisor and all materials, and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets.

No construction materials or equipment may be stacked or stored in public areas unless authorised by the client and fenced off as per the client's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function. Waste materials are to be removed as soon as possible from the site, to not have any negative affect on the environment.

2.7.2 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly services firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of one 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores.

Wherever **'hot work'** is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures.

'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

2.7.3 Fall Protection / Scaffolding / Working in elevated positions & Access Scaffolding

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations (February 2014) before this work is undertaken.

All scaffolding must comply with the requirements of SANS 10085-2004 register – No exceptions. Inspections must then be carried out weekly, after bad weather, after any alterations, after an incident, and before dismantling. The Principal Contractor must keep all scaffold inspection registers on site.

The Principal Contractor must also designate one of its own supervisory members to supervise/co-ordinate all scaffolding on site.

Working in elevated positions requires the preparation of a fall protection plan. The plan must include all relevant fall related risk assessment and method statements / safe work procedures.

All persons working in elevated positions must be evaluated for physical and psychological fitness. Principal Contractor must show its methodology in this regard. All persons working in elevated positions must be informed of the risks and safety measures (in other words all workers must be trained on the fall protection plan, in the form of a toolbox safety talk) and records of this training/information session must be kept on site.

Work from elevated positions may only be conducted as if it were being conducted from a safe ladder or safe scaffold. All openings, edges, and the like must be adequately guarded (see 'edge protection and penetrations' above).

Where fall prevention or fall arrest devices are being used, the correct devices must be used for the intended purpose and they must be properly inspected and maintained. Workers must be trained into the use and maintenance of the fall prevention and arrest equipment/devices. **Safety belts (waist belts) for fall arrest are prohibited. Full body harnesses must be worn.**

All scaffolding platforms above 2m from the ground must be complete with guardrails and toe boards and must be fully boarded as per the requirements of general-purpose scaffold platforms (5-board platforms).

Mobile scaffolds may not exceed 3X their minimum base width in height and must be adequately boarded as per their loading requirement (no less than 3-board wide). Mobile scaffolds and static frame towers must be erected as per the manufacturers' requirements (copies of these erection specifications/data sheets should be available to the scaffold erectors and scaffold supervisor on site).

2.7.4 Ladders and Ladder Work

The Principal Contractor must ensure that all ladders are inspected daily with weekly record kept; in good safe working order; the correct height for the task; extend at least 1m above the landing; fastened and secured; and at a safe angle. Stepladders must be safe for use, must be the correct height for the task and the top two rungs may not be used. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

2.7.5 Excavations, Earthworks, Sloping, Dewatering or Drainage

The Principal Contractor shall ensure that for all activities involving excavations, sloping, dewatering or drainage, a safe working procedure is submitted to the Engineer for approval prior to work commencing.

The Principal Contractor and relevant contractors shall make provision in its tenders for the shoring of excavations where conditions warrant it or should shoring not be possible or cut back the excavation to a

safe angle / termed the safe angle of repose. The consulting civil engineer on this project must specify a safe angle of repose for the bulk excavation. The earthworks contractor must ensure that the necessary drawings/designs are made available to this effect.

Where uncertainty pertaining to the stability of the ground conditions exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing and must be available site.

2.7.6 Temporary Works

The Principal Contractor shall ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.

All temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand. Formal inspection of the material is to be conducted by the relevant competent person before use.

The Principal Contractor shall ensure that the foundation conditions are suitable to withstand the loads caused by the temporary structure and any imposed load in accordance with the temporary works design.

The Principal Contractor shall ensure that all temporary works structures are inspected by a competent person immediately before, during and after placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary work structure has been removed and the results have been recorded in a register and made available on site.

The Principal Contractor shall ensure that the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load and is not removed until authorization in writing has been given by the competent appointed person. The structural engineer should be consulted in order to develop a stripping methodology which will indicate the required time frames and concrete strengths.

2.7.7 Demolition Works

General Requirements & Compliance

- The Principal Contractor shall ensure that all demolition activities are conducted in strict compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), the Construction Regulations, 2014, and all other applicable regulations, bylaws, and standards.
- The Principal Contractor shall, in terms of Construction Regulation 22, ensure that all demolition work is planned and executed under the direct supervision of a competent person, specifically appointed in writing as the Demolition Work Supervisor. This appointment shall be formalised and attached to the project's Health and Safety Plan.

Risk Assessment and Method Statements

- A comprehensive, task-specific **Risk Assessment** and **Method Statement** must be developed by the Principal Contractor for all demolition work prior to commencement. This document must be submitted to the Client or their appointed agent for approval and must be included in the project's Health and Safety File.
- The Risk Assessment shall identify and assess all foreseeable hazards related to the demolition, including but not limited to:
 - The structural integrity of the building.
 - The risk of structural collapse.
 - Falling objects or materials.
 - The presence of hazardous Chemical Agents (e.g., asbestos, lead paint).

- Dust and noise generation.
- Vibration and its potential impact on adjacent structures.
- The safe isolation or removal of all services (electrical, water, sewer).

Execution of Demolition

- Demolition shall only commence after the approval of the Method Statement and Risk Assessment by the Client's agent.
- The demolition area shall be clearly demarcated and secured to prevent unauthorised access by the public, clinic staff, or other persons not involved in the demolition work.
- All personnel engaged in demolition activities must be adequately trained and medically fit for the work they perform, as per Construction Regulation 9(1) & (2) and Annexure 3 of the Construction Regulations.
- Appropriate Personal Protective Equipment (PPE), as identified in the Risk Assessment, shall be provided to and used by all workers in the demolition zone.
- The Principal Contractor shall ensure that all demolition waste is segregated and disposed of in accordance with all relevant environmental legislation and local bylaws, using only registered and approved waste disposal sites.

The Principal Contractor shall maintain a register of all demolition activities, including daily safety task instructions and toolbox talks, to demonstrate compliance with the project's safety plan.

2.8 Plant, Machinery and Equipment

2.8.1 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements.

- The Principal Contractor will ensure that all relevant operators have undergone pre-medical testing and are certified fit.
- The Principal Contractor shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted daily on all motorized equipment; deviations of such inspections shall be recorded.
- A trained and authorized operator, whom will be appointed accordingly, shall operate construction plant identified for use.
- Competency Certification and Medical Certification, for both employed and hired operators will be maintained in the H&S File
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work being conducted.
- Work involving the use of construction plant shall be conducted in accordance with an approved Hazard Identification Risk Assessment.
- The Principal Contractor shall ensure all operators are equipped with the necessary PPE.

2.8.2 General Machinery

The Principal Contractor and Relevant contractors must ensure compliance with the Driven Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

2.8.3 Electrical Installations and Portable Electrical Tools

The site's locations will be ever changing, but should the contractor be able to establish for example a site camp, then the Client will ensure as far as possible that the Principal Contractor is made aware of the positions of all electrical installations. The Principal Contractor must notify the Client should it not be sure of

the location of any electrical installations. The Principal Contractor must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations (CR 22).

The Principal Contractor must keep a copy of the Certificate of Compliance (CoC) for its temporary electrical power supply should this be necessary. A revised CoC is required whenever the temporary installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing.

Portable electrical tools and equipment must be visually inspected daily. Records of inspections must be kept on site (monthly inspection records to be kept after a competent inspector has carried out the monthly check).

2.8.3.1 Lock out tag out.

The Principal Contractor shall ensure that a lockout & tag out procedure is included in the HSE Plan & HSE File. The Contractor shall ensure complete compliance to both locking out & tagging out procedures. No electrical work on site to commence until such time as the qualified electrician is on site & the lockout & tag out procedures are followed completely. See photo below of Electrical Distribution board that will be tied into &/ certain sections will be kept live for the rest of the sites operations or some plugs be kept live for the contractor.

2.8.4 Hand Tools

The contractor to ensure all hand tools is in a good working condition and inspected before and after use.

2.8.5 Existing Services

The location and nature of existing services have been made known by the Client to The Principal Contractor.

Where information on location of services on site is not available, The Principal Contractor site management will satisfy themselves as to services layout and condition by making reasonable enquiries of service providers, obtaining way leaves, consulting relevant information and a competent person surveying the work areas before the work starts. The information obtained from this survey will be included in information kept on site, and made available to interested parties to the project.

Services on Site: All existing services should be considered as "live" and treated as such. The Principal Contractor is to ensure that all necessary steps i.e. lock-out/ tag-out protocols, are taken to prevent damages to property or injuries to persons.

NB: As an additional measure all expose wires shall be insulated with insulation tape as soon as they become exposed.

2.9 Occupational Health

2.9.1 Industrial Hygiene (exposure to physical and chemical stress factors)

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical agents.

2.9.1.1 Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls so as to reduce noise exposure to below the acceptable levels.

2.9.1.2 Ergonomics is the study of how workers relate to their workstations. We advise the Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker- task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

2.9.1.3 Dust control, in compliance with the South African Occupational Health and Safety Act and related regulations, is a comprehensive program that must be implemented by the Principal Contractor. It starts with a risk assessment to identify dust sources and hazards. Based on this, engineering controls such as water suppression and dust extraction units are prioritized to mitigate dust at its source. Where these are insufficient, administrative controls and the provision of appropriate, fit-tested respiratory protective equipment (RPE) are required. Finally, the program includes a medical surveillance plan for exposed workers and comprehensive training for all personnel on the associated health risks and control measures.

2.9.2 Hazardous Chemical Agents (HCA)

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transport, and storage of HCA. **The Principal Contractor must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations.**

The Principal Contractor and contractors must ensure that all hazardous chemicals on site have Safety Data Sheets (SDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the SDS's and how to treat HCS incidents appropriately. Copies of the SDS's must be kept in the first aid box and in-store. All containers must be **clearly labeled**.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio.

2.9.3 Transport of Workers

The Principal Contractor shall ensure that whilst working on the contract, all employees will be transported in accordance with the requirements set out in the National Road Transport Regulations, 2001 and National Road Traffic Act, 1996.

The requirements shall include but are not limited to the following:

- Personnel shall not be transported on vehicles which are already conveying other goods or tools.
- Tools, material, and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees
- Personnel shall not be transported in open vehicles. An adequate canopy or cover shall be provided; vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried
- No employees shall stand or sit on the edge of the vehicle conveying them.
- Drivers shall be appointed and in possession of a valid public drivers permit.

NB: The Bainskloof Pass has height, weight, and size restrictions. The Contractor must ensure that any vehicle other than normal cars or bakkies sent to site complies with these limits. A Vehicle Dispatch Permit System must be in place to confirm and record compliance before departure.

2.9.4 Night Work (Before and After Normal Hours)

- The Principal Contractor must abide by the working time prescriptions set out by the Client.
- The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely at all times in all areas.
- First aid facilities and supervision must be present during after-hours work.
- All construction Vehicles to be clearly visible & have adequate lighting.

2.9.5. Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers), clean, lockable changing facilities, and hand washing facilities, soap toilet paper, and hand drying material. Or make adequate arrangements with the Tweede Tol Camp Site in this regard.

Waste bins must be strategically placed around site and emptied regularly. (1 x male and 1 x Female toilet required).

Workers must not be exposed to hazardous chemical agents while eating and must be provided with **adequate, sheltered eating areas.**

2.9.6 Alcohol and other drugs

No alcohol and/or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site.

Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her/anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry.

The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

2.9.7 Smoking on site

The Principal Contractor shall establish a safe area (free of any combustible materials) to be designated as the smoking area & no Employee or visitor is allowed to smoke outside the set perimeters, this procedure is to form part of the Principal Contractor OHS Induction.

2.9.8 Transmittable Diseases Requirements

Awareness

- An awareness program must be implemented by the Principal Contractor pertaining to transmittable diseases such as Covid-19.
- The awareness program may include aspects such as displaying posters, washing, and personal hygiene, toolbox Talks, etc.
- A Transmittable Diseases Prevention & Emergency Response Plan must be compiled by the Principal Contractor including the latest applicable Regulations and minimum control measures as per Legislation and all personnel must be informed of the content
- Transmittable Diseases management and control procedures must be discussed with all personnel on project

2.9.9 Corrective Action, non-conformances & Penalties

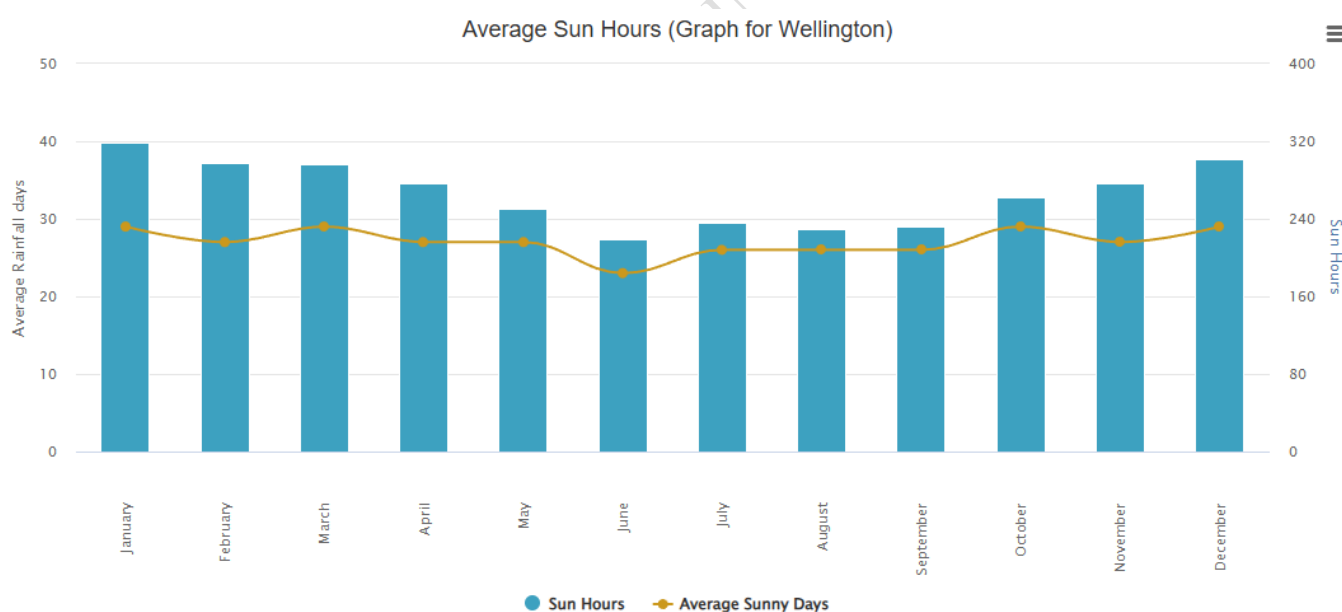
The Principal Contractor is obligated to immediately attend to OHS audit & site inspection findings & submit a Corrective Action Report within 3 (three) working day's following the report.

Failure to act on hazards or attend to findings may result in fees imposed on the principal contractor as set out below. All funds will go towards safety on this specific project.

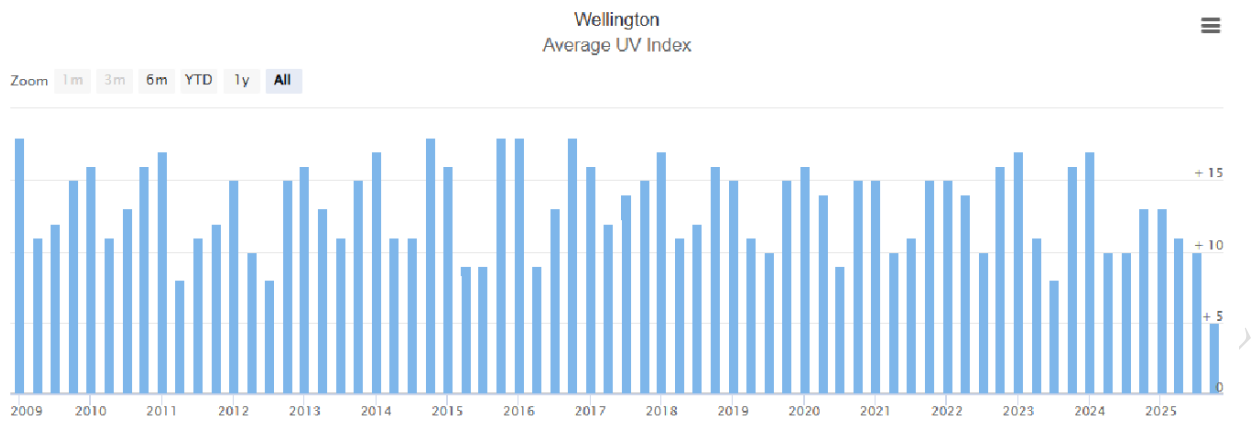
PENALTY DESCRIPTION	PENALTY AMOUNT (ZAR)
Failure to submit safety documentation / rectify non-conformances by the specified deadline & writing of a corrective action report with items addressed or proof that items are being addressed.	R 500 per workday
Failure to conduct regular safety officer inspections as per schedule.	R 1,000 per inspection
Failure to provide adequate personal protective equipment (PPE) to a staff member.	R 250 per worker
Failure to address identified health or safety hazards within a reasonable timeframe.	R 500 per hazard per day
Failure to maintain valid certifications for specialized tasks.	R 2,500 per worker
Failure to maintain a clean and organized construction site.	R 500 per day
Failure to secure and barricade hazardous areas properly.	R500 per violation
Failure to maintain a clean and organized and remove debris and waste materials in a timely manner that is more than 2 weeks on-site &/ greater than 8 cubes of waste.	R 750 per occurrence
Having Subcontractors commence on-site without the necessary OHS approval letter from the Principal Contractor.	R 1000 per occurrence
Repeat Offense Penalties.	R 1000.00 per offense

2.9.10 Weather Statistics

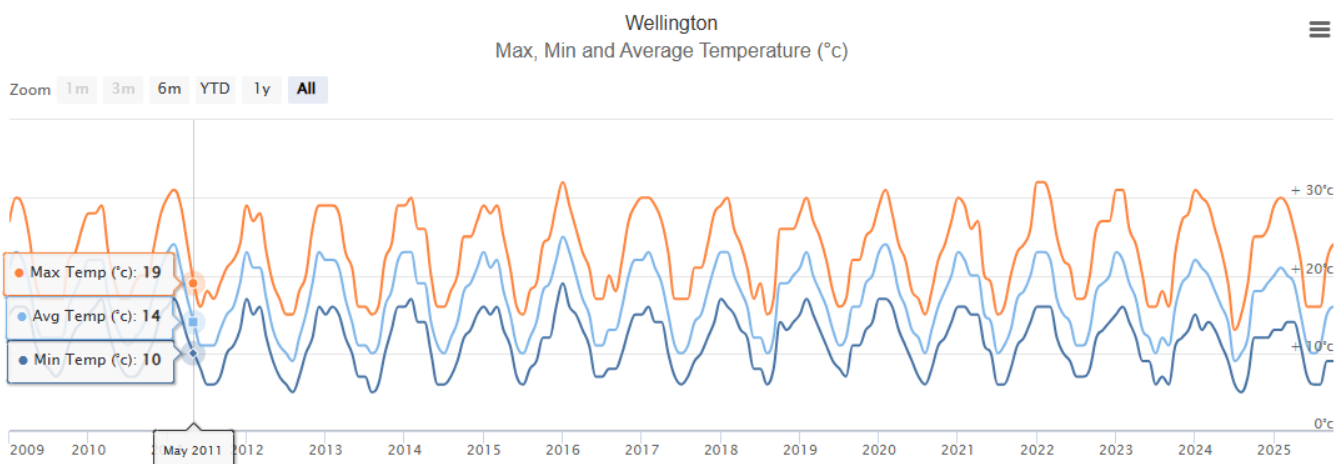
Average hours of sunshine in Tweede Tol Camp Site Area



Average UV Rays in Tweede Tol Camp Site

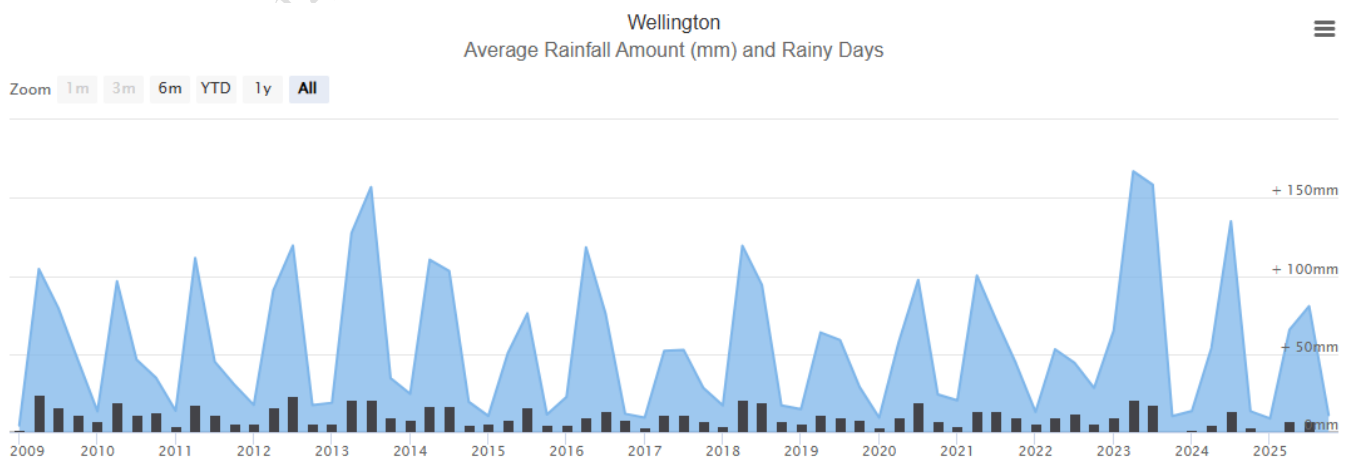


Wind speeds can be a concern in Tweede Tol Camp Site due to the project being in the open and not surrounded by buildings or mountains.



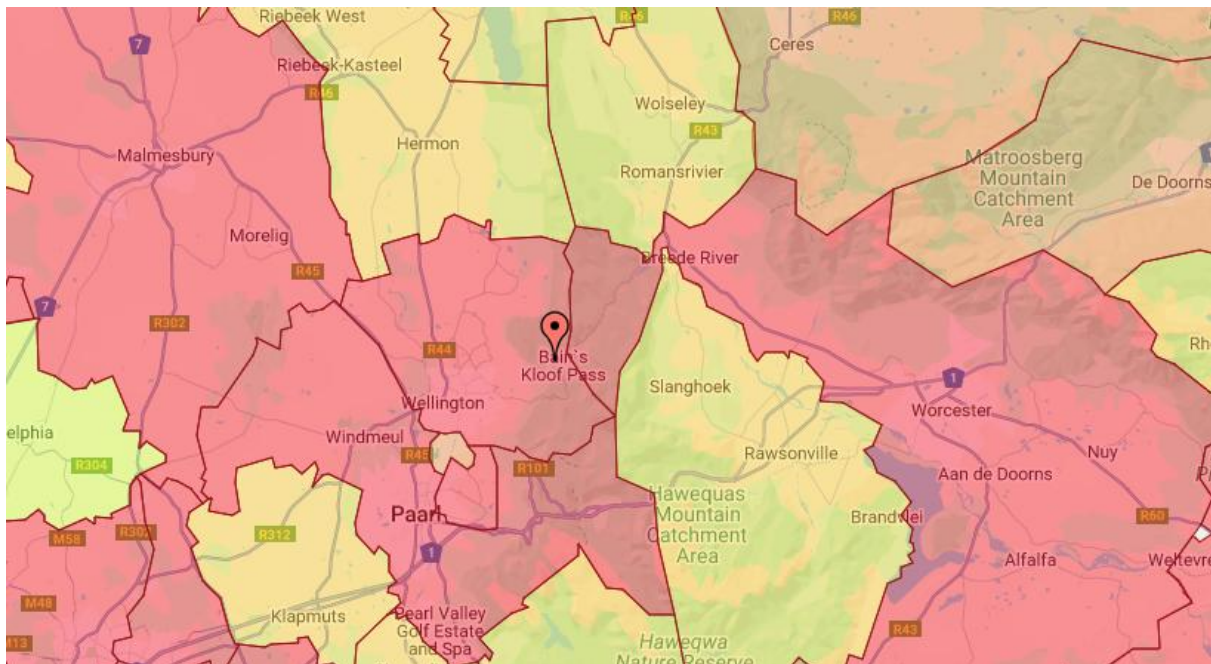
Extreme heat temperatures could be expected during summer months (especially during February where temperatures could go in excess of 30 degrees Celsius. Most work is fortunately inside the building, but dehydration should still be perceived a possible risk.

Rainfall of the Tweede Tol Camp Site area is also average. Majority of rain is during the winter.



2.9.11 Crime Statistics

Crime in the Tweede Tol Camp Site area is categorised as a medium crime area as can be seen in the crime heatmap below. The fence of the Tweede Tol Camp Site area is penetrable and entrance open, and the principal contractor is advised not to leave material or equipment unattended after work has been completed for the day.



2.9.12 Duties of Designers

A designer must ensure that he/she complies with the requirements of the Construction Regulations.

Designers have a duty both to assist in health and safety during construction as well as post construction to ensure safe occupation of the structures concerned.

This will include informing the Principal Contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and making available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.

Designers must ensure that the following information is included in a report and made available to the Principal Contractor:

- A geo-science technical report where appropriate;
- The loading the structure is designed to withstand; and
- The methods and sequence of construction process.

Designers will need to carry out all necessary inspections of their designs to ensure the safety of all structures during construction and to ensure that such structures have been constructed in accordance with their designs. You are further mandated as contemplated in paragraph (g) in your final inspection of the completed structure in accordance with the National Building Regulations, to include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor. Designers are hereby also mandated to stop any contractor from executing any construction work which is not in accordance with their design.

The above duties are hereby mandated by the Client as per construction regulations.

With reference to Building as well as earthworks contracts, a written report will be required from each Designer addressing the information set out below (in terms of Construction Regulation 6). The Construction Regulations (CR's) requires Designers (see definition of Designer in CR 1) to make certain information available to the Client (H&S Agent) and Contractors with the aim of 'designing out hazards' as far as possible.

The aim of the report(s) would be to address the various headings (set out below) as best possible in an effort to make as much information available to the contractors so that they can improve their H&S management on the actual site.

Items to be addressed by Designers in terms of CR 6:

1. Anticipated or known dangers or hazards (known at this stage) relating to the construction work, foreseen by the Designer, including the relevant information required for the safe execution of the work. This must also include health & safety information about the design which could have an influence on the pricing of the work.
2. Hazardous Chemical Agents / Dangerous materials foreseen which cannot be avoided during this particular type of construction.
3. Dangerous procedures foreseen which cannot be avoided.
4. Hazards and risks relating to the subsequent maintenance of the structure/building foreseen and resulting safe work procedures advised. In this case relating to the piling, lateral support, canal structures, services, etc.
5. Site inspections to verify whether construction of the relevant structures are being carried in accordance with the designs. How will this be handled by you and your team on the project?
6. The stoppage of contractors where required (by the Designer) – the envisaged protocol to be followed to stop an activity or process on site. How will this be handled by you and your team on the project?
7. The application of ergonomic principles during design – how has and will this be implemented by the respective Designers?
8. Design of temporary works if applicable on this portion of the project e.g. formwork and support work, back propping, lateral support, shoring and bracing of excavations, and fire ratings for hoarding panels etc. You may merely need to refer to the temporary works designer as being a separate entity, appointed by the Contractor.
9. The loading that a structure can withstand and/or is designed to withstand – details on this must be included. Please pay special attention to the definition of 'structure' in Construction Regulation 1.
10. Geotechnical-science aspects where appropriate. You may merely have to refer to the geo-tech report and make this available to me and to the Contractors.

Note that no guidance notes have yet been made available from the Department of Labour and the above list therefore represents the Agent's interpretation of the Regulations.

2.10 Environmental Management Requirements

The Principal Contractor shall comply with all applicable South African environmental legislation, including the National Environmental Management Act, 1998 (Act No. 107 of 1998) and any associated regulations, as well as the approved Environmental Management Plan (EMP) for the project. The Principal Contractor must ensure that these obligations are appropriately integrated into project activities and co-operate fully with the Employer and appointed environmental representatives as required.

2.11 Traffic Accommodation

- A traffic management plan is to be provided by the principal contractor and agreed to by the employer's agent prior to the commencement of any activity that requires traffic accommodation measures (such as work on roads that tourists uses in the Tweede Tol Camp Site Nature Reserve).
- The protection of members of the public as road users, road traffic, and pedestrians must be prioritized.

PRIMARY HEALTH AND SAFETY COMPLIANCE

PROJECT: TWEED TOL CAMP SITE

ANNEXURE A

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with Annexure 'C' at audits conducted by the CHSM.

The Principal Contractor and Contractors must submit compliance with Annexure 'A' **before any works can start** from receiving this Health & Safety Specification. **Compliance with Annexure 'A' must be maintained and proven to the Safety Manager.**

1. Valid letter of good standing with the compensation commissioner
2. Annexure 2 - Notification to Department of Employment & Labour with proof that it was submitted.
3. Site Specific Health & Safety Plan based on Health & Safety Specification
4. Fall Protection Plan (Fall From, Off or Into) with competency of Fall Protection Plan Developer.
5. Baseline Risk Assessment
6. Appointment & Competency for the Risk Assessor & H&S Officer (SACPCMP registration certificate to be attached)
7. Appointment & Competency for the Construction Manager
8. Signed 37.2 mandatory agreement between Principal Contractor & Client

GENERAL COMPLIANCE REQUIREMENTS

PROJECT: TWEEDE TOL CAMP SITE

ANNEXURE B

The Principal Contractor and Contractors must comply with but not be limited to the requirements tabled below: Prove compliance with annexure 'C' at audits conducted by the safety agent.

Item	What	When	Output
1.	Construction phase Health & Safety Plan	Monthly review	Principal Contractor to indicate the status the status of Contractors' health & safety plans.
2.	Health & Safety File(s)	Open file when construction begins and maintain throughout.	Have a file on hand at audits. Contractors to report on their file at monthly health & safety audits by the Principal Contractor.
3.	Induction training	Every worker before he/she starts work.	Attendance registers to be kept.
4.	Awareness Training (Toolbox Talks)	At least weekly.	Attendance registers to be kept.
5.	Audits on sub-contractors by the P/Contractor	Monthly or as often as required.	Report covering • H&S File/Plan • WCA status • Appointment letters • Section 37(2) agreements • Risk assessment and method statement • Physical site inspection • Any other contractor specific requirements
6.	Emergency procedures	Monthly evaluation of procedure	Compile written procedure as well as tel. numbers.
7.	Risk assessments & fall protection plan	Updated and signed off at least monthly.	Documented risk assessments to be available
8.	Method statements i.e. demolition work; roof work; etc.	Drawn up and distributed before workers are exposed to the risks.	Documented set of safe work procedures (method statements) reviewed and signed off.
9.	General Inspections	Daily	Report OHS Act compliance: • Portable electrical tools
10.	General Inspections	Weekly	• Scaffolding • Temporary Electrical Installations
11.	General Inspections	Monthly	• Firefighting equipment • Ladders
12.	List of contractors	List to be updated weekly	Compile a list of Contractors: Name, supervisor, company tel. numbers and trade.

PROJECT: TWEED TOL CAMP SITE**Acknowledgement of receipt:**

I, _____ representing

_____ Principal Contractor

have received the Health and Safety Specifications in good order and shall ensure that we comply with all requirements in respect thereof. This document is legally binding in terms of Regulation 5(1)(k) of the Construction Regulations (2014).

Signature of Principal Contractor

Date

Signature of Client / Client Agent

Date

CLIENTS BASELINE RISK ASSESSMENT

PROJECT: TWEED TOL CAMP SITE

ANNEXURE D

BASE LINE RISK ASSESMENT - DEPARTMENT OF PUBLIC WORKS - TWEEDE TOL CAMP SITE		LOW	MED	HIGH
		1	4	12
		2	6	18
		3	8	27
Risk Rating multiplier: Low = 1; Medium = 2; High = 3		PREPARED BY: FRIK HERBST		
Note: This is a broad overview of the activities expected and available during the design stage of the project. Key issues will be addressed during the construction stage, and may be updated during this time. Consolidation of activities where overlap or applicable throughout the project (plant, material or other common activities). Compliance with all the applicable legislation is required. Penalties for non-compliances will be applied where issues not addressed as per the H&S Specification (as amended).				
REFERENCES/ABBREVIATIONS:				
OHSA Occupational Health and Safety Act (applies overall); GAR = General Administration Regulations; GSR = General Safety Regulations; HBR = Hazardous Biological Regulations; CR = Construction Regulations; RHCA = Regulations for Hazardous Chemical Agents; FR = Facilities Regulations; EIR = Electrical Installation Regulations; DMR = Driven Machinery Regulations; PER = Pressure Equipment Regulations; RTA = Road Traffic Safety Act;		SANS = 1200 (unless stated) SANS 10085 = Access Scaffolding; SANS 10083 = Audiometry standards; SANS 1300, 10142, 10400 & 2001 = Building & Electrical Standards; SARTSM = South African Roads and Traffic Signs Manual; PC = Principal Contractor; Site Specific Health and Safety Specification = SSHSS, Health and Safety = H&S		

Baseline design: RAW RISK							Baseline Design: Residual risk				
LEGAL REF	DESIGN ASPECTS PRESENT	DESCRIBE THE METHODS AND ACTIVITIES USUALLY PROVIDED BY THE PC AND CONTRACTOR	LIKELY CONSEQUENCES OF AN ACCIDENT	FREQUENCY OF EXPOSURE	PROBABILITY OF HARM	RISK RATING AND RISK CATEGORY	EXTRA CONTROL MEASURES NECESSARY TO REDUCE RISK/ REDESIGN	LIKELY CONSEQUENCES OF AN ACCIDENT	FREQUENCY OF EXPOSURE	PROBABILITY OF HARM	RISK RATING AND RISK CATEGORY
SITE ESTABLISHMENT											
CR 29; RTMC/RTA; SARTSM	Traffic accommodation on narrow gravel tourist roads	TMP, advance warning/signage, trained flaggers; speed control; dust suppression; plant–public separation; amber beacons, reverse alarms; radio call-points.	2	3	3	18	Barriers/deflection (no danger tape); pilot vehicle where required; visibility PPE; watering; delineation & night reflectivity to SARTSM.	2	3	1	6
OHSAS 8; CR 29; SANS 1475; Reserve rules	Wildfire (FDI) & Hot-Work in Nature Reserve	Welding, grinding, cutting, brush-cutting, vehicle movement in veld during dry/windy periods	3	3	2	18	Daily FDI check and record; no hot-work on Very High/Extreme; Hot-Work Permit (10 m clear zone; tested extinguishers; trained fire-watch 60 min post-work; re-inspection); no open flames ; crew vehicles carry 2x9 kg DCP , beaters, fire rake, ≥200 L water ; brief escape routes; immediate stop-work/evac on smoke/fire.	2	2	1	4

OHS s8; GSR First Aid	Venomous fauna (Snakebite)	Foot patrols, slope work, vegetation clearing, dusk/dawn travel on foot	3	2	2	12	Gaiters/ankle-high boots, headlamps; snake- awareness toolbox; first- aid boxes include 2 pressure bandages + splint; pressure- immobilisation protocol; pre-plan evac route & nearest 24/7 facility; radio/sat-phone for blackspots	2	1	1	2
OHS s8; CR 23	Vehicle rollover / edge drop-offs on narrow mountain tracks	Grader, watercart, LDV on cambers/soft shoulders; reversing at edges	3	3	2	18	Site speed limits; berms/edge delineation; spotter at narrow passes; /seatbelts; no night driving on gravel unless authorised; recovery kit & trained operators.	2	2	1	4
OHS s8	Journey management & overdue escalation (remote area)	Teams working away from base, limited signal, long travel between points	3	2	2	12	Pre-trip journey plan (route, crew, check-ins); AM/PM radio checks; >30 min overdue = escalate; two-vehicle rule beyond reception; water ≥5 L/pp, shade, trauma kit; identify LZ/RV points for medevac.	2	1	1	2
12.02 OHS s8 CR13	Site establishment Setting up site camp	Typically, PC will identify and have set up the area, Contractor will deliver Containers and set out storage areas/use existing facilities	2	1	2	4	Competent supervision and adequate pre-task training required. Follow the instructions provided by the PC at all times, and CHSO. Method statements and HIRA for each activity, temporary works drawings if required and adequate approval of contractors used in line with the SSHSS	2	1	1	2

OHSAS8; CR 4, 7; FR; GAR; GSR	Site establishment (remote camp, laydown, ablutions, utilities)	Identify/set up camp & laydown; install portable toilets; establish comms and emergency resources; arrange water/power (gensets).	2	2	2	8	Site induction; emergency plan with GPS/medevac; radio/satellite comms; first aider & trauma kit; demarcated routes/speed limits; level surfaces; manual handling training.	1	2	1	2
GSR; GAR; CR; DMR15	Minimal facilities water or any facilities, main supplies will be supplied by the PC	Use of generators and mobile plant for power sources, however power likely to be available chemical toilets and water supply via tanker	2	1	2	4	Competent supervision and registers for managing plant and equipment, ensure safe drinking water. No formaldehyde in the chemical toilets - only bacteria or enzyme based product such as used in septic tanks, facilities to ensure COVID-19 compliance	2	1	1	2
GSR; GAR; CR; HBR; DMR	Potable water will be available, that requires connection and maintenance by the PC.	PC likely to be providing main supply unless otherwise indicated	2	1	2	4	Method statements and HIRA for each activity, temporary works drawings for slopes, DSTIs and training. Refer to management of excavations if required at any times, to follow instructions given by PC	2	1	1	2
GSR; GAR; CR; HBR; DMR; FR	Supply of ablution/sanitary/changing facilities (chemical or general) at site camp and where teams are required to work across the site. Conservancy tanks may be used for sewage collection where flush toilets used at site camp	Use of SMMEs or Contractors to construct facilities; excavations with pipe laying, to tie in to storm water or sewage. Will use portable chemical toilets on site for teams away from the site camp. Use of honeysucker to empty toilets where required	1	3	2	6	Daily cleaning and regular effluent removal using competent Contractor based on usage. No formaldehyde to be used in portable chemical toilets, to be managed/provided by PC - only bacteria or enzyme based product	1	3	1	3

							such as used in septic tanks				
GSR; GAR; CR; HBR; DMR; EIR; FR	Removal of exiting containers and laying down of new homes with lifting machinery.	Use of SMMEs or Contractors to establish and erect site buildings, Use of SMMEs or Contractors to establish and erect perimeter fence.	2	1	2	4	Method statements and HIRA for each activity, Competent supervision, DSTIs and training; Daily, monthly and quarterly checks as required for housekeeping. Approval of H&S plans 7 days prior to commencing work, Suppliers lifting equipment records to be available during all work on site	2	1	1	2
GSR; GAR; CR; HBR; DMR15; FR	De-establishment of site facilities	Use of SMMEs or Contractors to de-establish site buildings.	3	1	3	9	Method statements, HIRA, SWP for each activity. Training of workers. Competent contractors and adequate supervision. Disposal of waste in correct dumping sites. Noise zones for concrete breakers.	3	1	2	6
GSR; GAR; CR; HBR; DMR	Security and theft	Use of security company to patrol and safe guard site offices, laydown areas and construction work	3	3	2	18	Level of security to be determined. Adequate fencing and patrols. Minimum material to be kept in storage areas.	2	3	2	12
RTSA, CRs	Movement of plant, people and material will need to be managed.	Demarcation of works, use of cones, delineators and signs.	2	3	2	12	Appropriate protection of pedestrians and plant	2	3	1	6

							accessing site. Particular requirements to be addressed with the CHSO				
CR; DMR; FR	Management of Contractors, SMMEs and Visitors, permanent and temporary workers.	Access of plant, equipment and personnel and materials to be controlled. Access control measures implemented. All those working to have medical certificates of fitness, specific to Employees Scope of Work & Exposure	3	2	2	12	SMMEs used to be provided with an appropriate H&S Specification, approval of H&S plan 7 days prior to commencing work. PC will ensure only competent contractors appointed. Inductions and records thereof to be kept. Records to be kept for 40 years	3	2	1	6
HAZARDOUS CHEMICAL AGENTS											
CR ; RHCA; SANS1058	Exposure to various specified products containing hazardous chemical agents. Epoxies, Cement to be used by the PC and the Contractor, not specified, but the process	Bringing HCA onto site without linkage into risk assessment system, training or competent supervision.	3	2	2	12	Choice of products by PC to be approved by RE, Registers of products, training of workers prior to issue of products. SDS's available and workers trained. Method statements and risk assessments to include risks relating to products identified.	1	2	2	4
RHCA; CR25; SANS1058	Cement	Cutting and dust occur from activity, contains Hexavalent chromium. Respiratory, skin & eye irritant.	2	3	2	12	Use SABS approved PPE, medical surveillance, appropriate respiratory & skin protection.	2	3	1	6
HBRs; RHCA	Sewage: Use of chemical toilets and servicing of chemical toilets	Sewage and chemicals in temporary toilets. Possible spills when servicing.	2	3	2	12	Frequency of cleaning to be determined by numbers using the	2	3	1	6

							facilities - recommended 1:10 for chemical toilets if cleaned 1xweek				
RHCA; SANS 10083; OHSA S8	Dust (RCS) & noise from grading/compaction/saw-cutting	Water suppression; HEPA/local exhaust where applicable; audiometry; tool maintenance.	2	3	2	12	Exposure monitoring for high-risk tasks; fit-tested RPE (FFP2/P2); job rotation; signage; equipment maintenance.	2	2	1	4
RHCA; CR25	Petrol/diesel/lubricants	Minimal use, and to arrange storage tanks on site. Fire, spillage, fumes.	2	2	2	8	To be included in the emergency plan, Hazardous chemical store for petrol and lubricants. Supervision, training and controls to be in place.	2	2	1	4
CONSTRUCTION ACTIVITIES											
CRs	Once appointed the contractor will be under the supervision of the PC, and will be required to follow all H&S instructions by the PC	Once SSHSP approved, the Contractor will be the responsibility of the PC	2	2	2	8	Preparation of the baseline risk assessments and H&S specification, approvals by Pr. CHSA and then hand over to PC, all to follow the site rules and responsibilities as stipulated.	2	2	1	4
CRs	Appointment of domestic or labour only Contractors	Appointment of contractors by Site supervision/ Construction Manager	2	2	2	8	Use of baseline risk assessments and H&S specification to be adapted for the particular work to be done, approval at least 7 days prior to commencing work. No contractor will be allowed to work without approval of their H&S file prior to work on site.	2	2	1	4

CR;RTSA	Transport and access to and from site.	Use of open trucks/bakkies to transport.	2	2	2	8	Compliance with the National Road Traffic Safety Act, no workers to be transported with plant or materials on or off site, or on the back of bakkies. Covered transportation with safety belts. <u>Contractor has to check compliance with the roads hight restrictions</u>	2	2	1	4
CR 12; OHSA S8	Formwork, scaffolding, and support structures.	Temporary works may be required during deep trenching or elevated work. PC to ensure engineered design for any critical temporary works.	3	2	2	12	Temporary works designs must be approved by a competent person. Inspection and sign-off before use. Training and permit-to-load where applicable.	3	1	1	3
CRs	Work between PCS and Contractors is likely to overlap and sequencing may be difficult between all parties.	General sharing of roads and access to sites	2	2	2	8	Segregation of vehicles and pedestrians for site camps. Provide temporary safe access to different activities means during construction to ensure safe access, even in small areas of work. DSTIs, SWPs, Access to site to be controlled. Safety talks to be held for each Sub-Contractor starting on site, ensuring that the designated routes are explained.	2	2	1	4
GAR; GSR; RHCA; CR; DMR	General storage of material, general materials for use, temporary works (structural elements) plant and equipment.	Lay down areas generally identified in the site camp, containers available for some	3	3	3	27	Competent supervision and DSTIs 'Clean as you go' approach' to all stacking and storage	3	3	2	18

		storage, general plant and equipment for PC and Contractors.					areas, including at work areas.				
CR; SANS 10083; NIHLRs; SANS 10085	Cutting bricks	Use of portable electrical equipment, work on access scaffolding	3	2	2	12	Approved H&S Plan, HIRA and method statements. Management of plant and equipment, competent supervision and workers, noise and dust management	3	1	2	6
CR 12, 23; DMR; OHSA S8	Heavy grading & reshaping; gravel import/placement	Grader/watercart/roller operations; re-establish crossfall/shoulders; import, place, compact gravel.	3	3	2	18	Plant-people separation; spotters; operator competency & medicals; pre-starts; ROPS/seatbelts; berms/edge delineation; dust suppression; hearing/RPE.	2	3	1	6
CR 13; OHSA S8	Rolling dips / water bars & mitre drains	Excavate/shape drains; compaction; manage spoil; reinstate surface.	3	2	2	12	Batter/shore; spoil ≥1 m from edges; barricades/exclusion zones; competent supervision; compacted backfill; HAV controls.	3	1	1	3
SANS 10085; CR 10	High risk activities: work at height, hot work, applicable to all contractors	Use of SWPs, HIRAs	3	3	3	27	HIRAs, SWPs, DSTIs, Competent supervision and trained workers, H&S procedures, inductions, management systems, access controls, permit systems	3	3	2	18
RTA; CR 23; DMR	Material haulage on narrow grades/curves	Tipper haul on single-track; pull-outs; radio protocols; watering for dust.	3	3	2	18	One-way working where practicable; call-points; speed limits; shoulder/crossfall	1	2	1	2

							maintained; seatbelts/ROPS; fatigue management.				
CR 5(1)(k), 13; OHSA S8	Work near edges / embankments	Operations adjacent to undercut/erodible edges; temporary protection; possible realignment.	3	3	2	18	Engineer review/realignment; set- backs; berms/stop blocks; spotters; restricted access; geotech input where uncertainty exists.	1	2	1	2
CR; SANS 10085; SANS 10083	Working at Heights	Use of access scaffolding and Ladders,	3	3	3	27	Fall protection plan drawn up by competent fall planner. Load calculations and drawings of scaffold kept on site with signed drawings. Erection and inspection by competent persons. Workers trained and properly supervised. Use of PPE as determined from HIRA. Method statements and HIRA Plans to be approved at least 7 days prior to commencement. Management of plant and equipment, emergency plans competent management and support staff, inductions, method statement and risk assessments for use of tools and equipment, noise management.	3	3	2	18

EIR,CR,SANS1042	Electrical work (DB's,luminaries and light fittings)	Shock / Electrocution	3	3	3	27	FPP,HIRAs, SWPs, DSTIs, Competent supervision and trained workers, H&S procedures, inductions, management systems, access controls, permit systems. Proof of registration and certification prior to starting work. Copies of COC's to be on file. Working at height requirements to be adhered to. NB: Lock out procedures to be followed.	3	3	2	18
CR 10, OHS Act S8; GSR 2	Roof re-sheeting with concealed-fix sheeting; edges/fragile surfaces; long sheet handling; gutters/flashings	Erect access (MEWP/ladder/temporary platform); strip old sheets; install new sheets, insulation, gutters and flashings; lifting and positioning long sheet bundles	3	3	3	27	Site-specific Fall Protection Plan & Rescue Plan; edge protection or lifelines; certified anchor points; MEWP by licensed operator; exclusion below; tag & inspect ladders/MEWPs; lifting plan for sheet bundles; wind stop-work >30 km/h (as specified); hot-works permit for flashings; housekeeping to prevent slip/trip	3	2	1	6

OHS Act S8; GSR 2, GSR 9, GSR 13 A	Fence panel repair/replacement adjacent to public areas	Remove damaged panels; cutting/grinding; fix posts; install new panels; paint/treat	3	3	2	18	Method statement; public exclusion/delineation; tool inspection & guards; spotter when working near pedestrians/traffic; gloves/eye/face/ear protection; hot-work control & fire watch; manual-handling aids; stacked panels secured from toppling	2	2	1	4
CR 13, OHS Act S8	Foundation excavations near existing services; unstable/soft ground; plant interaction	Service detection & permits; dig with TLB/excavator; hand-dig around services; place blinding & rebar; pour concrete	3	3	3	27	Excavation risk assessment & permit; competent person inspections; shoring/benching or batter to safe angle; barricades & edge protection; service plans + CAT/Geny scan; spotter; plant-people separation; escape ladders; rain/water control & dewatering; backfill/compaction plan	4	2	1	8
OTHER ASPECTS CONSIDERED											
CR 4(1)(e); OHS Act S8	Road works, delivery interfaces, residential proximity.	Public movement near construction may result in incidents.	3	3	2	18	Flagmen to be used; signage and barriers to restrict public entry; night lighting for works near public pathways; traffic management plan.	1	2	1	2
OHS Act S8; CR 29; FR	Remote worksite, limited hospital access.	Long response time in emergencies due to remote location and poor signal.	3	3	3	27	Emergency plan must include nearest medical facility, evacuation routes, and rescue procedures. Satellite phone or radio	2	2	1	4

							communication to be made available.				
Section 8	Public Safety	Health and Safety Signage, Toolbox Talks with employees.	3	3	3	27	All construction activities which are accessible to the residence at the Tweede Tol Camp Site ,are to be demarcated and signposted. Walkways should have either netting or board if working above walkways. Safety talks brochures on the dangers of construction activities are to given to the CLO to incorporate in his community talks. Excavations are to closed as the project continues, no excavations are to be left open for longer than necessary. The Principal Contractor shall draw up a Public Safety Plan and execute all the safety measures to ensure that the site is kept safe. All work areas are to be demarcated and children kept away from work areas at all times.	3	3	2	18
OHSA S8; CR 29	Remote work, heat, lightning & wildlife	Hydration/shade; UV protection; cease-work protocol (30/30); wildlife awareness; evacuation planning; radios/sat-phone.	3	3	2	18	Work-rest cycles; acclimatisation; lightning monitoring; first aid & medevac plan; comms checks; drills.	2	2	1	4

CR 29; OHS A S8	Work in/adjacent to active watercourses (general)	Buddy system; marked egress; weather/river checks; rescue readiness.	3	3	2	18	PFDs as required; designated egress; rescue kit/team; stop-work for rising flows; comms (radio/sat).	3	2	1	6
Section 8	Working in remote area with weak cell phone signal, emergency rescue far away. Lack of communication	Vehicle readily available. Toolbox Talks with employees. First aider on site.	3	3	3	27	Ensure that employees have access to radios, satellite phones, or other communication devices. Establish clear communication protocols in case of an emergency. Assess the workplace for hazards and take steps to mitigate them. This may include providing personal protective equipment (PPE), training employees on safety procedures, and ensuring that the workplace is well-maintained. Have a plan in place for responding to emergencies. This should include procedures for evacuating the workplace, contacting emergency services, and providing first aid. Ensure that employees are properly trained on how to drive safely in remote areas. Provide them with maps and directions, and make sure they have a way to contact emergency services if needed.	3	3	2	18

NEMA (Act 107/1998); NWA (Act 36/1998); NEM:WA (Act 59/2008); EMPr	Work inside a nature reserve; sensitive vegetation, fauna and watercourses; waste management	Set up drip trays; refuel at designated area; control run-off and sediment; segregate/ remove waste; spill response; no-go areas demarcated	3	3	3	27	Site-specific Environmental Management Plan; silt socks/berms; spill kits & trained responders; bunded fuel store & refuelling >30 m from watercourse; weekly environmental checks; waste register & licensed disposal; induction on flora/fauna interactions	3	2	1	6
OHS Act s8, CR 2(1)(b), GSR 2	Weather and access constraints: high winds/rain, remote site, uneven approaches	Material deliveries and roof sheeting/flashings handled in exposed conditions; vehicle/plant movement on narrow/soft access	3	3	2	18	Weather criteria/stop-work thresholds; secure partially fixed sheets; temporary tie-downs; traffic marshal for access; weather forecast briefing in toolbox; recovery plan for stuck vehicles; suitable footwear and lighting	2	2	1	4

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND
Construction Regulations 2014

AGREEMENT WITH MANDATARY

In terms of Section 37(1) and (2) of the OHS ACT

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

WESTERN CAPE GOVERNMENT: CAPE NATURE

Client

AND

(Principal Contractor)

Whereas Cape Nature has entered into a contract with the Mandatary, in terms of which the Mandatary is to perform certain work and services for and on behalf of Cape Nature, subject to the terms and conditions as contained in such contract.

And whereas pursuant to the provisions of the applicability of the Occupational Health and Safety Act 85 of 1993, as amended, and regulations thereto, Cape Nature and the Mandatary have entered into this agreement, the terms and conditions of which are set out hereunder.

1. DEFINITIONS.

Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:

1.1 Expressions which denote:

- 1.1.1 Any gender shall include the other gender;
- 1.1.2 A natural person shall include a juristic person and vice versa;
- 1.1.3 The singular shall include the plural and vice versa;

1.2 "This Agreement" – shall mean this document containing its terms and conditions as applicable to the parties thereto;

1.3 "Contractor" – shall mean the party as described in the face document and as defined in section 1 of the Act who performs construction work and includes a principle contractor;

1.4 "Employees" – shall mean all employees, servants, contractors, sub-contractors, agents, invitees and the like of the Mandatary;

1.5 "Designated Person / Construction Supervisor" – shall mean such responsible person as is nominated by the Mandatary,

1.6 "Mandatary" – shall mean the Principal contractor.

- 1.7 "OHS Act" – shall mean the Occupational Health and Safety Act 85 of 1993 as amended together with all regulations thereto;
- 1.8 "Premises" – shall mean all such sites where the Mandatary and his employees perform works or render a service for and on behalf of the Employer/Client;
- 1.9 "H&S Agent"- shall mean the appointee of Cape Nature namely, Q-Safety represented by Frik Herbst.
- 1.10 "Employer / Client" means Cape Nature

2. REPORTING

The Mandatary and/or his designated person appointed in terms of Section 16 (2) of the OHS Act shall report to the H&S Agent and/or a representative designated by Cape Nature prior to commencing the work at the premises.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this Agreement the Mandatary Warrants that he has familiarised himself with the working environment and that he agrees to the arrangements, standards and procedures, as prescribed by the Employer/Client, and as provided for in terms of section 37(2) of the OHS- Act, for the purposes of compliance with the OHS-Act.
- 3.2 The Mandatary acknowledges that this agreement constitutes an agreement in terms of section 37(2) of the OHS-Act, whereby all responsibility for health and safety matters relating to the work that the Mandatary and his Employees are to perform on the Premises shall be the obligation of the Mandatary.
- 3.3 The Mandatary further warrants that he and / or his employees undertake to maintain all necessary compliance with the OHS-Act. Without derogating from the generality of the above, nor from the provisions of this agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 3.4 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of his employees whilst they are on the premises.

4. MANDATARY AN EMPLOYER

The Mandatary shall be deemed to be an employer in his own right whilst on the premises. In terms of Section 16 (1) of the OHS-Act, the Mandatary shall accordingly ensure that himself and/or his Designated Person / Construction Supervisor comply with the requirements of the OHS-Act.

5. APPOINTMENTS AND TRAINING

- 5.1 The Mandatary shall appoint competent persons as per Section 16 (2) of the OHS-Act. Any such appointed person shall be trained on any occupational health and safety matter, and the OHS-Act provisions pertinent to the work that is to be performed under their responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to Cape Nature's Agent
- 5.2 The Mandatary warrants that he has familiarised himself with the hazards associated with the work being carried out on the premises. The Mandatary shall further ensure that his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall ensure that all personnel are properly trained according to job description.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his

appointed Designated Person, and employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions.

6. SUPERVISION, DISCIPLINE AND REPORTING

- 6.1 The Mandatary shall ensure that all work performed on the premises is conducted under strict competent (Proof available) supervision, and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matter. (Proof of disciplinary action kept available)
- 6.2 The Mandatary shall further ensure that his employees report all unsafe or unhealthy work situations immediately after they become aware of the same.

7. ACCESS TO THE OHS-ACT.

The Mandatary shall ensure that he has an updated copy of the OHS-Act on site at all times, and that this is accessible to his appointed responsible persons and Employees, save that the parties may make arrangements for the Mandatary and his Designated Person / Construction Manager to have access to the Employer's copies of the said Act.

8. CO-OPERATION

- 8.1 The Mandatary and/or its Designated Person / Construction Manager and employees shall provide full co-operation and information if and when Cape Nature or his representative inquiries into occupational health and safety issues concerning the Mandatary.

9. WORK PROCEDURES AND RISK ASSESSMENTS

- 9.1 The Mandatary shall be obliged to use the risk assessments, procedures, guidelines and other documentation for the purposes of ensuring a healthy and safe working environment.

10. HEALTH AND SAFETY MEETINGS

If required in terms of the OHS-Act, the Mandatary shall establish his own health and safety committee(s), and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required but at least once a month.

11. COMPENSATION REGISTRATION

The Mandatary shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover shall remain in force whilst any such Employee is present on the Premises.

12. MEDICAL EXAMINATIONS

The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour.
- 13.2 All incidents must be reported by the mandatary to Cape Nature on the same shift as they occurred, and the investigation must be conducted within 48 hours of the incident occurring

unless otherwise instructed by Cape Nature.

14. INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed on the Premises. Any person suspected of being intoxicated shall not be allowed on the premises, save that any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication. Any person tested and found positive will be removed from work premises immediately.

15. PERSONAL PROTECTIVE EQUIPMENT.

The Mandatary shall ensure that his Designated Person and his employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act

16. INDEMINITY BY MANDATARY

Notwithstanding the provisions of this agreement, or any other contractual relationship between the Cape Nature and the Mandatary:

- a. Cape Nature shall not be responsible for any loss, damage, injury or death, howsoever caused, to the Mandatary or to his employees, and the Mandatary hereby indemnifies Cape Nature and holds the Client against all and any claims, losses, demands, liability, costs and expenses of whatsoever nature, which the Client may, at any time sustain or incur arising out of the circumstances referred to herein.
- b. The Mandatary hereby assumes liability for any loss or damage which is caused by the Mandatary's negligence, or through the negligence of any of his employees, and the Mandatary hereby indemnifies Cape Nature for such loss or damage, whether caused by the Mandatary's breach of any of the terms of this agreement, or by delict.
- c. The Mandatary in pursuance of this clause; undertakes to ensure that he carries the appropriate insurance cover, including third party public liability cover, the details of which shall be furnished to Cape Nature on demand.

17. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or whilst any of his employees are present on the Premises.

18. HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves, nor any indication as to the meaning of the contents of the paragraphs contained in this agreement.

19. OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

SECTION 37 (1): Whenever an employee does or omits to do any act for which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proven that:-

1. in Cape Nature or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
2. it was not under any condition or in any circumstances within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
3. all reasonable steps were taken by the employer or any such user to prevent any act or omission

of the kind in question.

The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

(2) The provisions of subsection (1) shall "mutatis mutandis" apply in the case of the Mandatary of any employer or user, except if the parties have agreed in writing to the arrangement and procedures between them to ensure compliance by the Mandatary with the provisions of the Act.

20. QUALITY ASSURANCE

The Mandatary shall provide all assurance and documentation to prove conformance to all applicable specifications, standards, and contract requirements. The Mandatary shall submit records and documentation as per client specifications. (If Applicable)

21. CORRECTIVE ACTION, NON-CONFORMANCES & PENALTIES

The Principal Contractor is obligated to immediately attend to OHS audit & site inspection findings & submit a Corrective Action Report within 3 (three) working day's following the report. Failure to act on hazards or attend to findings may result in fees imposed on the principal contractor as set out in the health and safety specification. All funds will go towards safety on this specific project.

ACCEPTANCE OF MANDATARY AGREEMENT

In terms of the provisions of Section 37 (2) of the OHS Act of 1993.

I, _____ acting on behalf of _____

_____ undertake to ensure that the requirements and

provisions of the Act and regulations are complied with on the premises of Cape Nature,

namely: **1060-2025-05-149824-STAFF-HOUSING-TWEEDE-TOL-CAMPSITE.**

Signature of Mandatary	Name	Designation	Company	Date
Signature of Client's Representative	Name	Designation	Client	Date

ANNEXURE F – CR 5(1)(K) APPOINTMENT OF PRINCIPAL CONTRACTOR

OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

CONSTRUCTION REGULATION 5(1)(k)

APPOINTMENT OF PRINCIPAL CONTRACTOR

5. (1)(k) A client must appoint every principal contractor in writing for the project or part thereof on the construction site;

In terms of the provisions of Construction Regulations 2014, Regulation 5(1)(k),

I, _____ being appointed as the Assistant to Chief Executive Officer under Section 16.2 (**Works Project Manager/Lead**) of the Client, CAPE NATURE, hereby appoint _____ represented by _____ under Construction Regulation 5(1)(k) as Principal Contractor on
Project: 1060-2025-05-149824-STAFF-HOUSING-TWEEDE-TOL-CAMPSITE

Your duties as Principal Contractor are as follows according to Construction Regulation 7:

7. (1) A principal contractor must- provide and demonstrate to the client a suitable, sufficiently documented, and coherent site-specific health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;

1. open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's agent or a contractor; and
2. on appointing any other contractor, in order to ensure compliance with the provisions of the Act-
 - 2.1 provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications contemplated in regulation 5(1)(b) pertaining to the construction work which has to be performed;
 - 2.2 ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - 2.3 ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - 2.4 ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - 2.5 appoint each contractor in writing for the part of the project on the construction site;
 - 2.6 take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub regulation (2)(a) is implemented and maintained on the construction site;
 - 2.7 ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;

- 2.8 stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- 2.9 where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
- 2.10 discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub regulation (2)(a), and must thereafter finally approve that plan for implementation;
- 2.11 ensure that a copy of his or her health and safety plan contemplated in paragraph (a), as well as the contractor's health and safety plan contemplated in sub regulation (2)(a), is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- 2.12 hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation referred to in sub regulation (2)(b), include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- 2.13 in addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and sub regulation (2)(b), include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of workbeing done; and
- 2.14 ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

For any additional information please do not hesitate to contact me.

Client Representative Signature: _____ **Date:** _____

ACCEPTANCE OF APPOINTMENT BY THE PRINCIPAL CONTRACTOR

I, _____, the assigned Responsible Person for the Project, representing _____ in terms of Section 16 of the Occupational Health and Safety Act, No. 85 of 1993, do hereby accept this appointment as the Principal Contractor on Project: **1060-2025-05-149824-STAFF-HOUSING-TWEEDE-TOL-CAMPSITE** and acknowledgment that I am acquainted with my duties, responsibilities and the requirements of this appointment, the Occupational Health and Safety Act No. 85 of 1993 & Construction Regulations 2014.

Principal Contractor Signature: _____ **Date:** _____

ANNEXURE C ENVIRONMENTAL SPECIFICATION



Environmental Management Plan for Tweede Tol Staff Housing

CapeNature EMP

Lifecycle environmental management plan for any infrastructure demolition, construction or upgrade
in CapeNature reserves or for projects managed by CapeNature

CONTENTS

Environmental Management Plan – Purpose.....	2
Process checklist.....	3
Roles and Responsibilities – assigned staff.....	4
Roles, Responsibilities and Contract Obligations - description	6
Standard eNVIronMENTAL MANAGEMENT PROCEDURES AND ACTIVITIES	12
Access	12
Restriction of Working Areas	12
Storage of construction material.....	13
Use of cement / concrete.....	14
Oil Management	15
Bringing construction materials onto a nature reserve	16
Waste Management	16
Fires.....	17
Site Rehabilitation.....	17
Documentation	18
Contract Obligations	19
ANNEXURE 1: Environmental Management Programme (EMP) – Audit Checklist.....	20
Annexure 2 - KEY Site Rules during construction	26
Annexure 3: National Environmental Management Act principles.....	29
Annexure 4: PENALTIES FOR NON-COMPLIANCE	30

ENVIRONMENTAL MANAGEMENT PLAN – PURPOSE

The main purpose of an Environmental Management Programme (EMP) is to prevent avoidable damage and/or minimise or mitigate unavoidable environmental damage associated with any construction, maintenance, or demolition work where there is a risk of environmental damage.

The EMP forms part of the contractual obligations to which all contractors/employees involved in construction, maintenance, or demolition work must be committed.

This EMP:

- identifies project activities that could cause environmental damage (risks) and provides a summary of actions required;
- identifies persons responsible for ensuring compliance with the EMP and provides their contact information;
- provides standard procedures to avoid and/or minimise the identified negative environmental impacts and to enhance the positive impact of the project on the environment;
- provides site and project specific rules and actions required, including a site plan/s showing:
 - areas where construction, maintenance, or demolition work may be carried out;
 - areas where any material or waste may be stored;
 - allowed access routes, parking and turning areas for construction or construction related vehicles;
- forms a written record of procedures, responsibilities, requirements and rules for Contractor/s, their staff and any other person who must comply with the EMP;
- provides a monitoring and auditing programme to track and record compliance and identify and respond to any potential or actual negative environmental impacts; and
- provides a monitoring programme to record any mitigation measures that are implemented;

[TO BE COMPLETED BY ENVIRONMENTAL SPECIALIST OR ECO]

[illegible]

ROLES AND RESPONSIBILITIES – ASSIGNED STAFF

ROLE	PERSON, POSITION, COMPANY	DATE	SIGNATURE
<i>CapeNature Construction Project Manager</i>			
<i>CapeNature Environmental Specialist</i>			
<i>Principal Agent</i>			
<i>Environmental Control Officer ("ECO")</i>			
<i>Contractor</i>			
<i>Contractor</i>			
<i>Contractor</i>			
<i>Contractor</i>			

All parties signing here agree to be bound by the requirements of this EMP document, and to fulfil the obligations of their role as set out below.

Telephone (cel)	telephone (office)	email address	ROLE
			<i>CapeNature Construction Project Manager</i>
			<i>CapeNature Environmental Specialist</i>
			<i>Principal Agent</i>
			<i>Environmental Control Officer ("ECO")</i>
			<i>Contractor</i>
			<i>Contractor</i>
			<i>Contractor</i>

Contractor

ROLES, RESPONSIBILITIES AND CONTRACT OBLIGATIONS - DESCRIPTION

As the client, CapeNature must take final responsibility for implementation of this EMP and its requirements including any environmental rehabilitation that may be needed. *This is mandated by Section 28 (Duty of Care and Remediation of Damage) of the National Environmental Management Act, (Act No. 107 of 1998).*



CapeNature

CapeNature must designate a CapeNature employee or designated agent as Project Manager to take responsibility for implementation of the project as a whole including this EMP and to ensure that the Principal Agent and Contractor fulfil their obligations in terms of this EMP.

The CapeNature employee or agent is responsible for designating, employing or contracting the Principal Agent. The CapeNature Project Manager may designate themselves to act as the Principal Agent, particularly for small contracts.

The CapeNature Project Manager is responsible for ensuring that an Environmental Specialist and ECO are designated or employed, and accepts responsibility for the duration of the project before any on-site work may begin where relevant

As a signatory to this EMP, the designated CapeNature Project Manager shall take final responsibility for implementation of and compliance with this EMP and making sure that all parties listed here are aware of and carry out their responsibilities in terms of this EMP.



CapeNature Environmental Specialist

As the Western Cape provincial conservation authority, CapeNature will usually be best placed to complete its own EMP and oversee site establishment, rather than use the services of an independent environmental consultant.

The CapeNature Environmental Specialist will be the CapeNature Regional Ecologist responsible for the region in question, or a Land-use Advice Unit official, or the Ecological Planner, or a person designated by the Manager: Scientific Services.

The CapeNature Environmental Specialist must provide site- and activity-specific content for this EMP that identifies risks of environmental damage and the actions and requirements necessary to avoid and/or mitigate environmental damage. The Environmental Specialist must liaise with the Principal Agent, and/or Project Engineer, and/or Contractor/s to identify risks and EMP requirements.

The CapeNature Environmental Specialist must provide a detailed site map for inclusion as part of this EMP delineating:

- areas where construction, maintenance, or demolition work may be carried out;
- areas where any material or waste may be stored;
- allowed access routes, parking and turning areas for construction or construction related vehicles
- environmentally sensitive and 'no-go' areas

For sites where there is any risk that activities might impact on nearby sensitive areas, the CapeNature Environmental Specialist must supervise the on-site physical demarcation of construction and sensitive/'no-go' areas by means of clear markers, danger tape, or temporary fencing before any construction, demolition or upgrade works may begin. The CapeNature Environmental Specialist may also delegate this task in writing to a suitably qualified ECO but will still assume final responsibility for ensuring that the task is adequately carried out.

For projects where a CapeNature staff member is not available or qualified to perform the above role, the CapeNature Construction Project Manager must appoint a qualified independent environmental consultant to fulfil all these requirements of the Environmental Specialist.

The Principal Agent

The Principal Agent is designated or appointed and is responsible to CapeNature for ensuring that the construction contract is completed to specification and that the Contractor fulfils their obligations in terms of the EMP. The Principal Agent must be a signatory to this EMP.

For large projects: The Principal Agent will usually be an appointed architect, engineer or a dedicated project manager appointed by contract with CapeNature.

The Principal Agent must ensure that the Contractors includes clear and specific reference to the CapeNature Construction EMP and requires that all Contractors and subcontractors adhere to the requirements of this EMP.

The Principal Agent must ensure that the Contractor is provided with a copy of this EMP before any construction contract is signed, that relevant Methods are completed, and that the Contractor is familiar with the relevant documentation.

The Principal Agent will be the senior authority on site.

The Principal Agent, CapeNature Manager and ECO will work closely together and communicate frequently. The Principal Agent and CapeNature Manager will ensure that the ECO undertakes and records inspections of the site as required by the monitoring protocol and checklist, but not less than once every two weeks.

The Principal Agent must communicate any deviation from the requirements of this EMP within 48 hours to both the CapeNature Construction Project Manager and the CapeNature Environmental Specialist in writing or by email.

All communications and instructions between the ECO and the Contractor must occur via the Principal Agent. The Principal Agent is also responsible for work-stoppage or deducting environmental penalties from the Contractor in the event of contravention of requirements of this EMP.

Environmental Control Officer (“ECO”)

The ECO must be appointed prior to commencement of operations.

The ECO will communicate via the Principal Agent unless more urgent action is required to prevent environmental damage.

The ECO must monitor, audit and record compliance with the EMP by all parties on site: The ECO must complete the Environmental Management Programme Audit Checklist (Annexure 1) at each site visit, and keep ad hoc record of any and all incidents or events on site with significant environmental impact. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 10m or better. All records must be dated and accurately catalogued.

The ECO must immediately communicate any contraventions of this EMP, or undesirable environmental impacts to the Principal Agent. If the Principal Agent cannot be contacted and urgent action is required to prevent environmental damage, and/or if in the opinion of the ECO the response of the Principal Agent is not adequate, the ECO must also communicate contraventions of this EMP to the Environmental Specialist and the CapeNature project Manager or designated agent

The ECO has the authority to recommend the stopping of works or any portion of construction related activity to the Principal Agent, if in his/her opinion:

- any activity is in contravention of the requirements of this EMP;
- any activity is in contravention of relevant environmental legislation/permits/authorisations applicable to the site and/or activity/ies, or;
- the activity has caused or will imminently cause significant damage and/or harm to the environment.

If urgent action is required to prevent environmental damage as a result of contravention of the requirements of this EMP, the ECO has the authority to issue a written instruction to the Site Manager, or any person on site to stop works or any portion of construction related activity required to prevent such damage.

The ECO may recommend to the Principal Agent, that any Contractor, Contractor’s representative, or any employee/s not adhering to the requirements of this EMP and/or the instructions of the ECO be removed from the site. Alternatively, the ECO may recommend that all work on site be suspended until the matter is remedied.

The Contractor

The Contractor will assume full responsibility for the on-site actions of all its sub-Contractors, employees, suppliers and agents.

The Contractor will adhere to the conditions of this EMP and ensure that all sub-Contractors, employees, suppliers and agents are fully aware of this EMP, its requirements and the consequences of any breach of the requirements of this EMP.

The Contractor will ensure that works on site are conducted in an environmentally responsible manner and fully comply with the requirements of this EMP.

The Contractor will report any deviation from the requirements of this EMP to the Principal Agent, and any pollution or environmental contaminant spill events.

The Contractor agrees to work stoppage and/or payment of penalties as required by this EMP and directed by the Principal Agent.

The Contractors agrees bear full costs for any work stoppage resulting from contravention of the requirements of this EMP, and/or the costs of remedying environmental damage resulting from their or their sub-contractors or employee's contravention of the requirements of this EMP.

Health, Safety and Environmental (HSE) Officer:

A HSE officer for the project must be designated or appointed by the Contractor or Principal Agent, and his/her role is to support the successful implementation of the EMP through:

- Site evaluation as and when required
- Identifying issues relating to day to day construction activities and that can have a detrimental effect on the environment.
- Subcontractor audits to ensure compliance.
- Assist in the direct implementation of the EMP.
- Ensure that the requirements of the EMP are communicated understood by personnel on site via induction sessions.
- Ensure that the contractors on site develop, implement and monitor the required HSE management functions.
- Evaluate the applicability and accuracy of the EMP and the method statements throughout the construction phase.
- Coordinate all statutory requirements including permit authorisation and license requirements.

- Conduct or have conducted a hazard analysis and take the necessary corrective action.
- Where it is not possible to remove any remaining hazard's to inform employees thereof and what precautionary action is to be taken.
- Detail mitigation measures required to be taken, and the procedures for their implementation to the project manager.
- Representing HSE issues at the production meetings.
- Coordinate HSE training of personnel.
- Coordinating spill response personnel.
- The HSE officer shall inspect the integrity of the hazardous waste containers/bins/skips on a weekly basis.

STANDARD ENVIRONMENTAL MANAGEMENT PROCEDURES AND ACTIVITIES

ACCESS

All access and vehicular movement on site shall adhere to the following conditions:

- Access shall only granted during normal operational hours – 08h00 till 17h00 Monday to Fridays unless otherwise discussed with the CapeNature Manager and the Conservation Manager.
- All Contractors, subcontractors and staff shall be identified by clothing with company logos
- Deliveries, removals etc. to be completed during gate open times only.
- All personnel shall be off site by gate closing time unless permission to stay on site provided as part of the construction contract [amend this section if required].
- All vehicles and access to the site must remain within demarcated access routes and working areas on site.
- No new roads or tracks may be created except where such routes are specifically noted in this EMP.

The Contractor shall at his cost document the existing condition of all access roads prior to commencement.

Should any damage occur to the access road as a result of the upgrade activities, the road will be rehabilitated to its original state with all costs borne by the contractor.

RESTRICTION OF WORKING AREAS

Construction activities shall be strictly confined to the demarcated working area/s to prevent any disturbance to or contamination of vegetation, fauna or natural environment by construction activities. The working areas and 'no-go' areas will be indicated by the ECO and will be depicted on a site map of at least A1 size posted in the construction site office.

Construction will take place in half widths unless otherwise instructed by the Principal Agent.

Additional areas shall only be made available by amendment of this EMP by the Environmental Specialist or ECO if required.

Procedure to be followed:

CapeNature must determine and delineate construction, storage and “no-go” areas on site. These areas must be shown on a map appended to this EMP and duplicated and displayed in the Site Office. Construction and storage areas must also be demarcated on site using steel posts and danger tape durable enough to last for the entire construction project, or temporary fencing. This demarcation must be done by the CapeNature Conservation Manager.

The Construction Contractor and ECO will ensure that the construction team, machinery and equipment stay within the working areas and do not encroach on “no-go” areas.

All staff, vehicles and construction materials are restricted to the designated working area.

Contractors may not store any construction material on the sides of the access road, or among the natural vegetation or next to the existing access road.

No waste materials or liquids, including contaminated waste water may be disposed of on site, neither in the designated working area/s, nor any no-go areas. Waste must be held onsite in sealed storage containers and properly disposed of at a designated waste facility. Any exceptions shall be negotiated with the Environmental Control Officer, the Reserve Manger or the Regional Ecologist and amended to this EMP in writing.

STORAGE OF CONSTRUCTION MATERIAL

New Construction Material

New construction material will be stored in demarcated areas on the affected properties prior to commencement of reconstruction of decommissioned power line. Therefore:

The Contractor must negotiate appropriate space on for this purpose on an area away from natural vegetation and any wetland habitat with the Conservation Manager.

The Contractor must ensure that all staff, contractors and subcontractors are aware of and keep material within these designated storage areas. The Principle Agent shall ensure that the consultant team is familiar with same.

Contractors will not be allowed to store new construction material on the sides of the access road, or among the natural vegetation or next to the existing access road

The Contractor must provide a method statement of the construction activities to CapeNature indicating:

- the type and quantity of material to be stored;
- whether any oil contaminated/containing equipment will be stored; and
- how (including what type of vehicles will be required) it will be deliver the material on site at the necessary storage area.
- Whether there is any risk of spill or runoff of any building materials or chemicals and how this is to be mitigated.

USE OF CEMENT / CONCRETE

The Contractor is advised that cement and concrete are highly hazardous to the natural environment because of the high pH levels of the material, and the chemicals contained therein.

The following shall apply:

- Prevent cement pollution - ensure that soil and water is not contaminated with cement
- Concrete and cement must only be mixed on edged mortar boards or a suitable container. Concrete may not be mixed or stored directly on the ground under any circumstances;
- Mixed cemenent has to take place within 10m of the pour site/activity site
- The visible remains of the batch and concrete, either solid, or from washings, shall be physically removed immediately and disposed of as hazardous waste.
- Washing of equipment shall be done in a container to prevent any runoff of contaminated washing water. Extreme care must be taken to limit the amount of water contaminated by washing equipment to the minimum required. Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site.
- No equipment shall be washed in pools or streams within a Nature Reserve.

Failure to comply with the above points will have a severe impact on the wetland habitat and will be considered grounds for stopping works.

OIL MANAGEMENT

An important potential environmental impact is oil spills from any oil filled equipment and machinery that may occur during transportation or storage of decommissioned and new construction material/ equipment. The following conditions shall apply:

- Vehicles must be checked for oil leaks prior to going on site
- Care should be taken to prevent any potential oil spillage during upgrading activities.
- Sufficient measures should be put in place to ensure that any potential oil spills are mitigated.
- The oil spill kit should be available on site at all times during the construction activities;
- Oil containment facilities should be provided for any oil filled equipment onsite; this must be negotiated with CapeNature
- All oil spills must be reported to the ECO within 4 hours
- In the event of oil spill please refer to the Standard for Oil spill Clean-up and Rehabilitation.

Oil spill kits are available from:

Drizit (021) 531 5335

Enretech (021) 683 1858

Pinelands Environmental Technology (021) 531 3749

The contractor must submit an oil spill clean-up method statement to be approved by the Principal Agent and the ECO.

BRINGING CONSTRUCTION MATERIALS ONTO A NATURE RESERVE

Special care must be taken to prevent bringing in materials contaminated with seed of Invasive Alien Plants (IAPs/weeds). Contractors shall not import construction materials such as sand, gravel or fill contaminated with seed of Invasive Alien Plants, or quarried from areas surrounded by Invasive Alien plant species such as but not limited to Port Jackson or Rooikrans.

WASTE MANAGEMENT

Waste refers to all solid waste, including domestic waste, hazardous waste and construction debris.

The following conditions shall apply:

- To limit the potential for site pollution and the accumulation of waste on site;
- To ensure that waste is disposed of in an appropriate manner at a licensed municipal dump site
- No solid wastes shall be stored on site
- All hazardous waste must be disposed of at a registered hazardous waste disposal site and certificates of safe disposal must be obtained; and
- The contractor shall place and use waste bins on site;
- The waste bins shall be provided with lids and external closing mechanism to prevent contents blowing out;
- The waste bins shall be emptied on a daily basis and content thereof must be taken off site at the end of each day;
- No waste is to be buried or burnt or otherwise disposed of anywhere but in a registered waste disposal site;
- The Contractor shall provide temporary ablution facilities (i.e. chemical toilets) at a location indicated by the Environmental Specialist or ECO;
- Defecating or urinating anywhere other than in the provided toilet facilities is strictly prohibited (i.e. no use of the veld);

- All waste generated during the decommissioning and reconstruction activities must be removed by the Contractor as soon as possible, disposed of at a registered landfill site.

FIRES

No fires are permitted on site for any reason.

Strictly NO SMOKING shall be allowed on general site, due to the high possibility of fires in the nature reserve. If required, a designated smoking area should be provided, and clearly demarcated and signposted, with a facility for safe containment and disposal of cigarette butts.

SITE REHABILITATION

Any vehicular damage to the site or Nature Reserve (including roads) caused must be rehabilitated to the satisfaction of CapeNature upon completion of construction activities.

Site rehabilitation must be completed immediately after construction activities or by an alternative date agreed to by CapeNature.

All construction equipment, materials and wastes must be removed from the site upon completion.

DOCUMENTATION

Environmental Management Programme Audit Checklist

A complete Environmental Management Programme Audit Checklist is provided in Annexure 1.

The Environmental Management Programme Audit Checklist must be completed by the ECO at each site visit and catalogued as the main record of implementation of and compliance with this EMP.

Hardcopy versions of all *ad hoc* written or photographic records of significant environmental incidents should be filed by date with completed Environmental Management Programme Audit Checklists. Significant impacts must be recorded photographically with enough supporting information to locate the image on the site, preferably a GPS coordinate accurate to 10m or better.

Environmental register

An environmental register must be provided by the Principal Agent and kept on-site at all times as well as being freely accessible to all project team members.

In the event of any environmental incidents, the Environmental Register must be completed by the most senior person on site: the Principal Agent, the Engineer or the Site Manager. The Environmental Register may also be completed by the ECO if the ECO is on site when the incident occurs.

The register will provide a record of all actual environmental incidents that occur as a result of the on-site activity. This may include information related to such aspects as spillages, dust generation and complaints from adjacent neighbours and any other environmental incidents. It must also contain information relating to action taken/mitigation measures employed.

CONTRACT OBLIGATIONS

It is understood that all contract documentation related to the construction, operation and decommissioning (if required) of the proposed development will include the conditions of this EMP. It is important to note that the contract obligations must include the recording of any complaints on the project in the environmental register (defined below). It is the responsibility of the ECO to keep an accurate audit trail showing compliance with the EMP during construction phase.

ANNEXURE 1: ENVIRONMENTAL MANAGEMENT PROGRAMME (EMP) – AUDIT CHECKLIST

To be completed at each visit of the ECO

Construction Project	Date: _____
Name of Auditor: _____	Construction Representative: _____

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Vegetation Management					
1	Have construction activities remained within the designated working areas?				
2	Were all construction materials stored in the appropriate designated area?				
3	Have all decommissioned materials been removed from site?				
4	Has only the demarcated access route/s been used?				
Oil Spills					

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
5	Are the necessary oil spill clean-up kits on site?				
6	Have any oil or diesel spills occurred on site?				
7	Have oil spills been reported to the Environmental Specialist via a flash report within 24 hours of the spills occurring?				
8	Have oil spills been managed according to the Standard for Oil Spill Clean-Up and Rehabilitation – ESKASABT0				
9	Is there a stock of oil remediation chemicals on site?				
Erosion					
10	Have any complaints been received from CapeNature				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
	staff or adjoining property owners regarding occurrence of damage or erosion on their roads or properties as a result of construction activities?				
11	Were any signs of erosion visible during the audit?				
Topsoil Management					
12	Has all the topsoil been backfilled or levelled on site?				
Fire Management					
13	Are the emergency numbers available on site?				
14	Have any incidents of veld fires occurred?				
15	Is the sufficient fire fighting equipment on site? (usually this will be provided by CapeNature on reserves managed by us)				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Water Management					
16	Had any incidents of soil or water pollution occurred?				
17	If yes, was report issued within 24hrs to the ECO and reserve manager and CapeNature Ecological Planner?				
18	Was the incident investigated and recommendations implemented?				
19	Is there sufficient potable water available?				
20	Are there sufficient portable toilets available?				
Social Issues					
21	Were any public complaints registered and actioned?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS
Waste Management					
22	Are there sufficient waste bins on site?				
23	Does the waste bin have lids to prevent waste from blowing off?				
24	Was litter noted during site inspection?				
Use of cement and/or concrete					
25 a	Was any excess cement of concrete noted during the site inspection?				
25 b	Was there any evidence of site contamination by washing of cement or concrete equipment?				
Environmental Records					
26	Is a copy of Environmental Management Programme (EMP) available on site?				

	AUDIT QUESTION	YES	NO	ACTION	COMMENTS

ANNEXURE 2 - KEY SITE RULES DURING CONSTRUCTION

A copy of these rules must be posted at the site office and explained to all on-site staff by the ECO in addition to the more general conditions and procedures detailed above.

To ensure compliance with environmental best practise, as well as environmental legislation requirements, the following rules apply on site:

Demarcated work /construction areas

All construction staff and vehicles must stay within demarcated working areas at all times to prevent damage to natural habitats. These areas are shown on the map in the site office and by danger tape or fencing on the site.

Use of Cement or Concrete

Concrete has a large and permanent impact on soils in natural habitat and **concrete contamination will cause very high negative environmental impact**, therefore:

- Concrete and cement must only be mixed on existing concrete slabs demarcated for mixing or, or on edged mortar boards or in a suitable container;
- No spilling of concrete off of mixing areas may happen
- Concrete may not be mixed or stored directly on the ground under any circumstances;
- Any remains of the batch and concrete, either solid, or from washings, must be physically removed immediately and disposed of as hazardous waste.
- Washing of equipment must be done in a container away from the construction area to prevent any runoff of contaminated washing water. Extreme care must be taken to limit the amount of water contaminated by washing equipment to the minimum required. Water from concrete washing must either be re-used in concrete mixes or must be stored in drums, then removed from the site and disposed of at a licensed municipal dump site.

Water Quality and Wetland Habitat Protection

Under no circumstances must surface or ground water be polluted (oil, petrol, cleaning materials, incorrect herbicides usage, etc).

Air Quality and Fire Safety

No fires may be made at all, including burning of waste material or any vegetation, may take place

Waste Management

No littering or illegal dumping of any waste material is to take place, especially plastics on site;

Provision must be made for the collection of all waste materials on site in suitable containers

If existing flush toilets are not available on site, temporary ablution facilities (i.e. Chemical toilets) must be made available and used. These should be placed at least 50m from any wetland or drainage line. Abluting anywhere other than in the toilet facilities available shall not be permitted (i.e. no abluting in the veld);

All recyclable material should (where economically viable) be re-used, returned or sold as scrap;

Servicing and cleaning of vehicles on site is strictly prohibited; and

During construction operations, no surplus cement or concrete may not be dumped on site, but shall be disposed of at a registered waste disposal site.

Prevention of road, fauna and habitat damage by vehicles

Drive at moderate speeds (slower than 30 km/hr) on access roads

Nature Reserve Protection

No animals, including mammals, birds, snakes, and invertebrates may be harmed or killed.

No plants outside of demarcated work areas may be damaged. No firewood may be collected.

No fences or gates of property owners must be damaged. Gates must be kept closed at any times specified by the reserve manger;

Soil erosion must be prevented at all times along access road. Vehicle movement should be kept to a minimum during rain to avoid damage to access roads;

No fires may be made anywhere in a Nature Reserve or on adjoining properties.

Other

Members of the public visiting the Nature Reserve and surrounding property owners or occupiers must be treated with respect and courtesy at all times;

ANNEXURE 3: NATIONAL ENVIRONMENTAL MANAGEMENT ACT PRINCIPLES

The NEMA Principles states that sustainable development requires the consideration of all relevant factors including the following:

- *Disturbance of ecosystems and loss of biological diversity must be prevented, or, where they cannot be altogether avoided, must be minimised and remedied;*
- *Pollution and degradation of the environment must be avoided, or, where they cannot be altogether avoided, must be minimised and remedied;*
- *Disturbance of landscapes and sites that constitute the nation's cultural heritage must be avoided, or where it cannot be altogether avoided, must be minimised and remedied;*
- *Waste must be avoided, or where it cannot be altogether avoided, minimised and re-used or recycled where possible and otherwise dispose of in a responsible manner;*
- *Use and exploitation of non-renewable natural resources must be responsible and equitable, and take into account the consequences of the depletion of the resource;*
- *Development, use and exploitation of renewable resources and the ecosystems of which they are part must not exceed the level beyond which their integrity is jeopardised;*
- *A risk-averse and cautious approach must be applied, that takes into account the limits of current knowledge about the consequences of decisions and actions; and*
- *Negative impacts on the environment and on people's environmental rights must be anticipated and prevented, and where they cannot be altogether prevented, must be minimised and remedied.*

ANNEXURE 4: PENALTIES FOR NON-COMPLIANCE

The contractors / sub-contractors must contact the ECO at any stage if unsure about any matter, or if a pollution incident occurs, or vegetation or animals are damaged.

ECO = Environmental Control Officer

ESO - Environmental Site Officer

PHASE	Penalty for Non-compliance
PRE-CONSTRUCTION PHASE	
Construction area to be marked off before construction starts	5000
The demarcated area must be maintained throughout the construction phase	500
Site area for stock piling of building material must be demarcated	500
Site area for storing of waste material must be demarcated	500
Fencing off the construction site with mesh fencing of 1.8m, where necessary or other suitable material as agreed on by ECO	500
Siting of access road/s to be approved by ECO & demarcated with stakes before any construction starts (if applicable)	5000
Temporary route used for construction must be determined on site with ECO (if applicable)	1000
Telecommunications & AC power routes must be determined with the ECO (if applicable)	1000
Vegetation that may not be removed must be clearly marked or demarcated	1500
CONSTRUCTION PHASE	
Information	
A copy of the EMP & Record of Decision with all the conditions of approval, and the relevant Method Statements must be at site at all times	500
Construction crew behaviour	

Construction crews may not overnight on site	200
No amplified music allowed on site	100
Construction crew must stay within the demarcated construction area. (Applicable in sensitive sites)	50
Eating of meals only allowed in demarcated area	50
No pets permitted on site	100
Driving, Parking & Storing of machinery and vehicles are only allowed inside demarcated areas and existing roads	1000
Machinery may only be used on the road and may not disturb the vegetation on the sides of the road except if cleared by ECO. Machinery used must be carefully considered to limit environmental damage	500
No vegetation other than that agreed on may be damaged - i.e. no access to areas outside construction area	500
No individual may cause unnecessary damage to flora and fauna on, around or near the site	20
No littering allowed (incl. cigarette butts)	50
Excavations	
No topsoil may be removed or altered outside the demarcated area and/or which was not specified.	2000
Commercial sources of sand, rock and gravel to be cleared with ECO	200
All surplus material to be taken off-site and be disposed of at approved site	500
Toilets	
Sufficient ablution facilities must be provided	100
Toilets to be secured to prevent them from falling or blowing over	100

They must be services regularly, (according to the manufacturer's instructions) and kept clean	100
Everybody on site must make use of ablution facilities	50
Fire Prevention	
All mandatory fire fighting equipment (as specified at start-up) must be on site at all times	500
No fires, including cooking fires, allowed on site	1000
Concrete may only be mixed within the boundaries of the demarcated area and-or where was agreed on by the ECO	500
All excess cement & concrete mixes to be contained on construction site prior to disposal off site	200
Any cement / concrete spillage to be cleaned up immediately	500
Dust pollution control	
Ensure that loose building material is covered to prevent dust pollution	100
Contamination of water bodies, rivers, dams or wetlands must be prevented at all costs	5000
Waste Control	
Sufficient refuse bins must be placed on site	500
Refuse bins must be cleaned on a regular basis	100
General litter / building refuse must be cleaned up on a regular basis from the site	500
Cement contaminated water; paint; oil; cement slurries etc. must be stored in watertight containers or as agreed with ECO	500
Store all refuse & waste material in wind & animal proof containers	100
Waste must be disposed of at an official waste deposit site on a regular basis	500

The absence of or inadequate drip trays or bunding facilities	500
Failure to address oil/fuel leaks from on-site machinery	200
Soil	
Ensure that soil material from commercial source that does not contain seeds alien to the area. The source must be cleared with the ECO.	100
Rehabilitation	
Remove rocks and stones and stock pile in area recommended by ECO	500
Remove all plants that can be used for rehabilitation and store on- or off- site in appropriate manner as agreed with ECO	200
Removal of all old concrete and alien materials from site	500
Site must be cleared of all waste and building material	500