Province of the
EASTERN CAPE
EDUCATION

THE COMPLETION OF A SCHOOL BUILDING FACILITY

AT

MPOZOLO SENIOR SECONDARY SCHOOL

EMIS No. 200300780
P-No. 9005986

CONTRACT NO: CDC/27/25

BOOK 1 (THE TENDER)

CLOSING DATE: 26 MAY 2025

CLOSING TIME: 12H00

NAME OF BIDDER:

_____

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PART T1 – TENDERING PROCEDURES

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INVITATION TO TENDER NOTICE

CONTRACT NUMBER: CDC/27/25

THE COMPLETION OF A SCHOOL BUILDING FACILITY AT MPOZOLO SENIOR SECONDARY SCHOOL

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

The Eastern Cape Provincial Department of Education (DoE) together with the Eastern Cape Provincial Department of Public Works (DPW) appointed the Coega Development Corporation (CDC) as an Implementing Agent (IA) to assist in rolling out the infrastructure projects within the Eastern Cape Province. The Completion of a School Building Facility has been identified at ***Mpozolo Senior Secondary School,*** *situated in* ***Mpozolo A/A, Mendu Location,*** *Willowvale under Amathole East*

INVITATION AND SCOPE OF SERVICES

The Coega Development Corporation (CDC) is inviting capable and competent Service Providers with proven experience and track-record to submit their bids for **The Completion of a School Building Facility at Mpozolo Senior Secondary School at Mpozolo A/A, Mendu Location, Willowvale, in Amathole East DoE District, Eastern Cape.**

Bidders must have a CIDB Contractor Grading designation of **7GB or higher**, emerging contractors with a *CIDB Contractor grading designation of 6GB PE are not eligible to make submissions and will not be considered*. It is envisaged that the project will take **18 (Eighteen)** calendar months.

SCOPE OF WORKS – The completion of :

a. Block 1A – 3 classroom block
b. Block 1B - 3 classroom block,
c. Block 1C – 3 classroom block,
d. Block 2 – Science Lab with HoD office,
e. Block 3 – Multipurpose Centre,
f. Block 4 – Computer Room and Library,
g. Block 5 – Nutrition Centre,
h. Block 6 – Admin block with supporting services,
i. Block 7 – Renovations of existing ablutions,
j. Block 8 - Refuse area,
k. Associated site works such as : walkways, assembly slab, parking, landscaping
l. Underground water water tank, upstand tank, water tanks with stands, drinking fountains,
m. Sport field and grassing,
n. Sewer drainage, stormwater drainage and water reticulation,
o. Furniture,
p. Electrical, mechanical and fire installation
q. Fencing - Removal of existing fence and replace with a new,
r. Demolition of existing building structures (3 classroom block made up of blocks and mortar, roofing done with zinc and 2 rooms used as an office also made up of blocks and mortar)

CONDITIONS OF TENDER

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

(a) Bidders must be registered with the Construction Industry Development Board (CIDB). Bidders must have a CIDB Contractor Grading designation of **7GB or higher.** Emerging contractors with a CIDB Contractor grading designation of **6GB PE** are not eligible to make submissions/ to be considered.

(b) Bidders are required to have a valid and current CIDB registration on the date of closing and required to maintain this registration throughout the Tender Evaluation period. Failure to do so will invalidate the tender.

(c) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading.

(d) This project will be implemented under the CIDB Best Practise Project Assessment Scheme, known as the B.U.I.L.D Programme, and the successful Bidder will be required to adhere to the requirements of:

i. the CIDB Standard for Indirect Targeting for Enterprise Development Through Construction Works Contracts published in Gazette Notice No. 36190 of 25 February 2013; and

ii. the CIDB Standard for Developing Skills Through Infrastructure Contracts (March 2023).

(e) The CDC's Procurement Policy and Procedures shall apply.

(f) The following legislation shall apply:

(i) Public Finance Management Act (PFMA);

(ii) Construction Industries Development Board Act, Act 38 of 2000

(iii) National Treasury Regulations;

(iv) Preferential Procurement Policy Framework Act, 2000;

(v) Preferential Procurement Regulations, 2022;

(vi) Occupational Health and Safety Act and Regulations, Act (85 of 1993);

(vii) Compensation for Occupational injuries and disease Act (130 of 1993);

(viii) Broad -Based Black Economic Empowerment (BBBEE) Amendment Act (46 of 2013);

(ix) Disaster Management Act (57 of 2002);

(x) The National Qualifications Framework Act (Act No. 67 of 2008)

(xi) The National Qualifications Framework Amendment Act (Act No. 12 of 2019)

(xii) The Skills Development Act (Act No. 97 of 1998) as amended by Employment Services Act 4 of 2014;

(xiii) National Environmental Management Act (NEMA) 107 of 1998;

(xiv) 2014 Environmental Impact Assessment Regulation as amended; and

(xv) Any other applicable legislation.

(g) The **80/20** preference point system will be applied to calculate points as follows:

(i) Price 80

(ii) Specific Goals 20

(h) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. The consortia/Joint Venture must submit a consolidated B-BBBEE Certificate as well as individual B-BBEE Certificates /affidavits of their own entities to confirm the type of enterprise.

(i) Bidders will be evaluated on functionality and are expected to meet the minimum of 60 points threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the tender document under section T1.3.

(j) Bidders and all its Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through BizPortal.

(k) All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore immediately upon award of the contract register with the South African Revenue Service (SARS) as VAT vendors. The award of contract would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS.

(l) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0.

(m) The CDC will only award the Tender to a Successful Bidder who is tax compliant. The tax compliant status of the Bidders (and all the members in the Tendering Team in the case of Consortia or Joint Venture) will be verified through the CSD and South African Revenue Services (SARS) website.

(n) CDC will not award more than two active Projects to one bidder, unless one Project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded two contracts.

(o) Public servants are prohibited from conducting any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and bidders will be disqualified should they be found to be in contravention with the regulations. A letter of confirmation must be provided with this bid document should a public

servant have been granted permission by National Treasury to conduct business with an organ of state.

(p) The Bidders must nominate a person who will be their Overall Project Team Leader. The Overall Project Team Leader:

(i) Should have delegated authority to sign:

(1) The Tender Submissions;

(2) Any correspondence with the CDC during the bidding process;

(3) The Agreement to be entered into with the Successful Bidder; and

(4) Any correspondence during the Contract Execution Phase.

(ii) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the Certificate of Authority of Signatory that should be included in the Tender Document.

(iii) Will be the sole point of contact between the CDC and the Bidder during this bidding process, and during contract execution (i.e. for the Successful Bidder).

(iv) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness.

(q) The bidder will be evaluated evaluated as follows :

i. Stage 1 : Responsiveness Assessment,

ii. Stage 2 : Functionality Assessment,

iii. Stage 3 : Quantitative Assessment, and

iv. Stage 4 : Qualitative Assessment

(r) In the case of JVs/Consortia, the Bidder must include a Letter of Intent **to Enter into a JV or a Current JV Agreement**.

(s) Entities are not allowed to be a member of more than one (1) JV/Consortium or Bidding Team.

(t) Bidders must complete and sign the POPI Act Consent form H. In the case of a Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed.

(u) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this Tender Document and signs the submission as a correct and sound document that the CDC could put its reliance on.

(v) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download or collect the tender documents to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding

process to be realised. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.

(w) The successful bidder (Principal Contractor) will be required to comply with the Occupational Health and Safety Act and Regulations, Act (85 of 1993); Compensation for Occupational injuries and disease Act, Act (130 of 1993), National Environmental Management Act, Act (107 of 1998) and Disaster Management Act, Act (57 of 2002) and, all relevant and applicable legislations throughout the duration of the contract. Upon appointment of the successful bidder, the service provider will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the SANS and CDC Norms and Standards.

(x) Upon award the successful Bidder (Principal Contractor) will be required to provide valid proof of registered Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/CHSM) with SACPCMP and must have necessary competencies and resources to execute his or her duties. The CHSO/CHSM must have proven record of minimum of 5 years of experience or more. No candidate registration will be accepted.

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

(z) Tender validity shall be **twelve (12) weeks** from the closing date.

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

Collection of Documents

Bid documents for this Tender Process can be downloaded free of charge from the CDC Website: www.coega.co.za or National Treasury e-tender portal publication from **12h00 on Thursday, 17 April 2025**. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages.

In case a bidder prefers to purchase a physical bid document, the bidder must place an order via **tendersDoEec@coega.co.za** . The bid documents can be collected 2 days after placing an order during working hours from CDC's Mthatha Office, Ground Floor, 76 Blakeway, Mthatha. from **Tuesday**, **22 April 2025** from **12:00pm**, AT THE RECEPTION. No documents will be available or issued at the Briefing Session and should therefore be collected timeously beforehand.

Bidders who prefer to purchase a physical bid document, a non-refundable fee of **R 700.00** per document must be deposited or payable by means of electronic transfers to Account Name: **CDC – DoE; Standard Bank, Account No: 080 396 038, Branch: Pickering Street**. Proof of deposit is required upon collection of the bid documents. **NO CASH WILL BE ACCEPTED**.

Bid Communication

Bidders are requested to send enquiries related to the bid via **tendersDoEec@coega.co.za,** between the period of **17 April 2025** to **19 May 2025**. No new queries received after **19 May 2025** will be responded to.

Compulsory Briefing

A **Compulsory briefing** meeting with the representatives of the employer and professional team will take place on site, at **Mpozolo Senior Secondary School, Mpozolo A/A, Mendu Location, Willowvale, Amathole East DoE District, Eastern Cape** on **Monday t**he **05 May 2025** at **12:00pm.** The GPS coordinates to the site are as follows: **S -32.1818830, E 28.77891700.** The briefing minutes will be shared with the bidders who have attended the briefing meeting and will also be published on the CDC website**.**

Closing date and time

The closing time for the receipt of tenders is on **Monday, 26 May 2025** at **12h00**. One original completed bid document shall be placed in a sealed envelope clearly marked: "**CDC/27/25** – **The Completion of a School Building Facility at Mpozolo Senior Secondary School**"

Bids are to be placed in the tender box **AT THE RECEPTION** at the **CDC's Mthatha Office, Ground Floor, 76 Blakeway Road, Mthatha 5001 .** Bids will be opened in public, and no late submissions will be considered.

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

Failure to provide any **mandatory information** required in this Tender will result in the submissions being deemed non-responsive. Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted.

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

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

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

PART T1.2 – TENDER DATA

T1.2 Tender Data

Conditions of Tender

The Conditions of Tender are the Standard Conditions of Tender as contained in Annexure C of the Standard for Uniformity in Engineering and Construction Works, Department of Public Works Notice 423 of 2019 – Government Gazette – No. 42622 of 08 August 2019 *(see www.cidb.org.za)* which are reproduced without amendment or alteration for the convenience of Tenderers and attached to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to the 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 shall be cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of Tender are:

Clause Number	Tender Data
C.1.1.1	The **Employ**er is: **Coega Development Corporation (Pty) Ltd** The address of **the Employer is:** Address (physical): **76 BLAKEWAY ROAD, GROUND FLOOR, MTHATHA 5001** Address (postal): **PRIVATE BAG X6009, GQEBERHA / PORT ELIZABETH** VAT registration number: **403 011 9947**
C.1.1.2	**Conflict of Interest**: Bidders shall declare any perceived, known and potential conflict of interest under T2.2: Returnable Documents – SBD4 – Bidder's Disclosure.
C.1.2	**<u>Tender Documents</u>** Documents that relate to the tender: **<u>BOOK 1</u>** **PART T1: TENDERING PROCEDURES** T1.1 Invitation to Tender T1.2 Tender Data T1.3 Functionality Scoring Schedule T1.4 Standard Conditions of Tender **PART C3 : SCOPE OF WORKS** C3 Scope of Works C3.2 Drawings & Specifications C3.3 Occupational Health & Safety C3.4 Baseline Risk Assessment C3.5 Social & Economic & Wage Deliverables C3.6 SMME Specification C3.7 HIV AIDS Specification C3.8 Standard Environmental Specification C3.9 Contractors Report C3.10 Planning Specification for Contractors

Clause Number	Tender Data
	C3.10 Planning Specification for Contractors C3.11 CIDB Standard for Enterprise Development C3.12 CIDB Standard for Skills Development **PART C4 : SITE INFORMATION** C4.1 Site Information C4.2 Geotechnical Report **<u>BOOK 2</u>** **RESPONSIVENESS CHECKLIST** Mandatory Requirements to be submitted Additional Information required to be submitted by Tenderers Tender Document Checklist **PART C1: AGREEMENT AND CONTRACT DATA** C1.1 Form of Offer and Acceptance C1.2.2 Contract Data: Part 2: Data provided by the Contractor C1.3 Pro-forma forms to be completed after award C1.3.1. Construction Guarantee C1.3.2. Agreement in terms of the Occupational Health and Safety Act **PART C2: PRICING DATA** C2.1 Pricing Instructions C2.2 Bill of Quantities C2.3 Final Summary **PART T2: RETURNABLE DOCUMENTS** SBD1 Invitation to Bid SBD4 Tenderer's disclosure SBD6.1 Preference Points Claim form T2.1.1 Form A Schedule of Work T2.1.2 Form B Proposed Key Personnel T2.1.3 Form C Schedule of proposed sub-contractors T2.1.4 Form D Particulars of Electrical Contractor T2.1.5 Form E Financial References T2.1.6 Form F Estimated Monthly Expenditure T2.1.7 Form G Details of Amendments and Qualifications T2.1.8 Form H POPIA Consent T2.1.9 Form I Schedule of Construction Plant & Equipment T2.1.10 Form K Contract Participation Goal: EME / QSE Target Form T2.1.12 Form L Record of Addenda to Tender Documents T2.1.13 Form M Proposed Construction Work Programme T2.1.14 Form N B-BBEE Validation, CIDB & CSD T2.1.15 Form O Preliminary Programme T2.1.16 Form P Quality Control Systems and Procedures T2.1.17 Perfomance Reports
	The **Employer's Agent** is: Name:

Clause Number	Tender Data
C.2.1.1.	The following Bidders shall be registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) Only those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within twenty-one (21) working days from the closing date for submission of tenders, in a contractor grading designation of **7GB**, are eligible to have their submissions evaluated. A simple way of establishing whether or not a contractor has a reasonable chance of being registered in the appropriate contractor grading designation is for the bidder to submit a copy of his/her application for CIDB registration with his or her tender submission. b) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a CIDB Contractor grading of **7GB**. **6GB PE** will not be eligible to bid for tender. c) The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 36190 of 25 February 2013). d) Tenderers must be able to demonstrate suitable prior experience in construction of school buildings facilities of at least a similar scale and value to those of the tender. Tenderers shall complete Returnable Document Form B: Schedule of Work Carried out by the Tender in this regard. e) Bidders must attain the specified minimum number of points for functionality/Quality. f) Joint ventures are eligible to submit tenders provided that: (i) Every member of the joint venture is registered with the CIDB. (ii) The lead partner has a contractor grading designation in the **7GB** class of construction work; and (iii) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 8CE class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations; and for alpha-numeric associated with the contractor Grading Designations see Annex G of the Standard Conditions of Tender. The contractor shall achieve in the performance of the contract the Contract Skills Development Goals (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts (revised in March 2023) The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) related to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (published in GN 36190 of 25 February 2013)

Clause Number	Tender Data
C.2.7	The arrangements and venue for the compulsory clarification meeting areas stated in the Tender Notice and Invitation to tender. Bidder's must sign the attendance register in the name of the tendering entities appearing on the attendance list.
C.2.8	Working days shall be as per a normal working week, Monday to Friday between the hours of 08h00 and 17h00 and shall exclude all gazetted public holidays. No clarification requests shall be allowed 5 working days before the tender closing date.
C2.12	No alternative offers will only be considered.
C.2.13.2	Bidders to note that the returnable documents are listed in T.2 (Returnable Documents)
C2.13.3	The returnable part of the tender offer communicated on paper shall be submitted as **an original only**
C.2.13.5 **C.2.15.1**	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: **Coega Development Corporation (Pty) Ltd** **Physical address:** 76 Blakeway Road Mthatha 5001 Mthatha Closing date: **26 May 2025** Time of the tender closing:**12h00** Identification details: **"CDC/27/25 – THE COMPLETION OF A SCHOOL BUILDING FACILITY AT MPOZOLO SENIOR SECONDARY SCHOOL**
C.2.13 **C.3.5**	A two-envelope system will **not** be followed.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is twelve **(12) weeks**
C.2.17	The clarification meeting shall also serve as an inspection of the site and Bidders may only obtain further access to the site after written permission has been obtained from the Employer's agent.
C.2.23	The Bidder is required to submit with his tender all documents and/or certificates as listed under Part T2: Returnable Documents
C.3.2	Change "three days" to "seven working days".

Clause Number	Tender Data
C.3.4	Tender Offers will be opened in public. Not more than two representatives of the tendering entity will be allowed to attend the tender opening session.
C.3.5	A two-envelope system will **not** be followed
C.3.11.2	The procedure for the evaluation of responsive tenders is Method (Functionality, Price and Preferences). The financial offer will be scored using the formulas:

SCORING CRITERIA	WEIGHTING	COMMENTS
Price	80	
Specific Goals (B-BBEE Status Level of Contributors)	20	B-BBEE Certificate is required
Total points	**100**	

Formula of Scoring for Price

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

The allocation of tender adjudication points for Contracts shall be as follows:

Area of Adjudication	Maximum Points
Tendered Price (S_P)	80
Specific Goals (B-BBEE Status Level of Contributors)	20
Total Points (s)	100

In addition to price evaluation, CDC will evaluate contractors, services providers and professionals based on their B-BBEE status achieved in accordance with the DTI.

As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. The consortia/Joint Venture must submit a consolidated B-BBEE Certificate as well as individual B-BBEE Certificates/affidavits of their own entities to confirm the type of enterprise.

Clause Number	Tender Data
	Points for Specific Goals points shall be awarded to a tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant	0

The points scored by a Bidder in respect of Price (S_P) will be added to the points scored for the Specific Goals . Only the Tenderer with the highest number of points may be selected, except in those instances identified in the Annexure.

C.3.13

A Tender offer will only be accepted if the Bidder:

(a) Is registered with the Construction Industry Development Board in an appropriate contractor grading designation, refer F.2.1.

(b) or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and

(c) has not abused the Employer's Supply Chain Management System

(d) is registered on CSD

(e) Tax compliance

(f) Has met all the requirements interms of the mandatory requirements,

(g) Has achieved the minimum threshold score on functionality, and

(h) Has passed the procument integrity in every respect

MANDATORY REQUIREMENTS

No.	DESCRIPTION
1	Completed and signed Invitation to Bid **(SBD 1).** In case of a Joint Venture/Consortium the information of all entities (Members of the JV/Consortiums) should be reflected on the SBD 1 Form.

Clause Number	Tender Data
2	Completed and signed Bidder's Disclosure (**SBD 4**). In case of a Joint Venture/Consortium, a separate SBD 4 form in respect of each party to the JV must be completed and submitted.
3	**Completed and Signed Attendance Register at the mandatory briefing meeting**. The attendance register must be completed in the name of the entity that will tender. One person cannot represent more than one bidding entity.
4	Bidders must be registered with the Construction Industry Development Board (CIDB) and must submit proof of an active CIDB grading of **7GB or higher.** Emerging contractors with CIDB grading designation of **6GB PE** are not eligible to make submission and will not be considered.
5	A Signed letter of intent to enter into a Joint Venture or a current JV Agreement. To be signed by all parties to the Joint Venture/ Consortium (Where applicable). The letter of Intent or JV Agreement must also stipulate which party shall be the lead partner,
6	Completed and Signed Certificate of Authority of Signatory to be signed by all bidders. In case of a Joint Venture/ Consortium, the Authority of Lead Partner to sign JV/Consortium documents must ALSO be provided and signed by all parties in the JV. Proof of authority to sign may be submitted in a form of company resolution.
7	Demonstrated experience (past performance) in comparable projects (e.g., Construction of building facility). This criterion covers the experience and knowledge that the bidder has with working on other construction projects that are comparable in terms of complexity, size, value and construction durations. Bidders are to provide details on one (1) construction project with the minimum value of **R9 million** that have been completed in the past 7 years. **Bidders MUST provide appointments letters, completion certificates and <u>performance reports</u> from the previous employer or consultants that they have worked with. Details of contactable reference for a minimum of 1 (one) project listed are to be included. Reference letters will only be considered in the evaluation of past performance where these provide an assessment of the bidders performance.**

Clause Number	Tender Data

8	**An original fully completed, priced and handwritten Bill of Quantities** *(including Mechanical, Electrical BoQ & SHE BoQ (where applicable),)* must be filled in clearly legible with **permanent black ink**. In cases where the P&G's is not priced the bidder must explicitly indicate as such. Failure to provide the total amount for P&G's or to state if the amount is covered elsewhere will result in immediate disqualification. The bidder must expressly state "included or elsewhere covered" for the line items that are considered to be covered elsewhere in measured works items. Non-compliance will lead to immediate disqualification. Copies of the priced BoQ, alternatively scanned copies of priced Bills of Quantities are not acceptable and may result in disqualification.
9	Fully Completed and Signed Form of Offer

ADDITIONAL REQUIREMENTS

ITEM #.	DESCRIPTION
1	Proposed methodology covering and demonstrating coherence of the: (i) Work organization programme, (ii) Resource plan, and (iii) Methodology for executing the works.
2	Supporting documents on project's imperative: (i) Plans for promoting and managing safety, health and environmental issues during execution of the project; (ii) Plans for monitoring and applying quality assurance principles in the execution of the project; (iii) Plans for addressing socio-economic issues with specifics on numbers to be achieved, which include: i. Maximisation of job opportunities (labour histograms), ii. Use of local material /local suppliers, iii. Training of labour (non -accredited and accredited training)
3	As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE

Clause Number	Tender Data	
		with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. The consortia/Joint Venture must submit a consolidated B-BBEE Certificate as well as individual B-BBEE Certificates/affidavits of their own entities to confirm the type of enterprise.
	4	Completed and signed Form **SBD 6.1** preference points claim form in terms of the Preferential Procurement Regulations, 2022.
	5	Bidders must complete and sign the POPI Act Consent form. In the case of a JV / Consortium, a separate form in respect of each party to the JV must be completed.
	6	Community Liaison Officer It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.
	7	Access/Ownership (availability) of plant and equipment. In case of hiring key plant, letter confirming the willingness of the hirer to hire equipment to the Bidder.
	8	Proof of available capital for the execution of this project in the form of confirmed credit line with banking institution and letters of confirmation of supplier credit.
	9	Bidders MUST provide company profiles.
	ELIMINATION CRITERIA	

Clause Number	Tender Data

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

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

- **Performance reports for previous projects:**
  Performance reports for projects previously undertaken by the contractor will be reviewed and those Tenderers with negative performance reports may be passed over. Where the Tenderer has previously undertaken work for CDC, internal reports will be obtained. Where these are inconclusive, external reports will be requested.
- **Listing on the National Treasury Register of Tender Defaulters and/ or the National Treasury Register of Restricted Tenderers:**
  Where a Bidder, or a director/ member of the Tenderer appears on either one of the National Treasury Registers, the Tenderer will be passed over..
- **Previous Contract terminated by an Organ of State in the last 5 years:**
  Where a Bidder has had a contract terminated by an organ of state in the last five years on account of failure to perform or non- compliance with the contract, the Tenderer will be passed over.
- **Conviction for Fraud or Corruption:**
  Where a Bidder or director/ member of the Tender has been convicted by a court of law for fraud and/ or corruption, the Tender will be passed over.
- **Inability to prove working capital:**
  Where a bidder's Annual Financial Statements do not show the ability to provide the working capital necessary for the project and/ or the tenderer is insolvent, technically or otherwise.

PART T1.3 – FUNCTIONAL SCORING SCHEDULE

ANNEXURE A – FUNCTIONALITY SCORING SCHEDULES

The Functional Criteria Score allocation is fully described in **Table A1** (attached **Annexure A**), and the scoring indicators for functionality scoring is detailed in **Table A2**. The description of each of the functionality criteria is described in detail and comments/documentation/description on the information that is required from the bidders is listed. Minimum combined weighted point threshold must equal **(60 points)** for further consideration of the tender. The total score is **100 points.**

Table A1: Functionality Criteria and Weighting

#	Functional Criteria	Sub-criteria		Requirements from Bidders
		Description	Max Points	
1	Adequacy of proposed work plan	Submission of construction work programme & Methodology	20	Bidders should propose the main activities for the implementation of the project indicating/describing their contents, durations, major resource utilised (personal, plant & equipment), critical path milestones demonstrating that the project can be delivered within stated period - Detailed scheduled with key activities – listing all construction activities; include sub-contracted works; include procurement activities; and indicate ordering of long lead items with the methodology to execute the works.
2	Sub-Contracting with QSEs/EMES		15	The Bidders are to provide Form K -Completed and signed indicating their commitment to the Contract Participation (in %) and rand value for sub-contracting to EMEs/QSEs.
3	Locally based service providers		15	The bidders must submit proof of office establishment as evidence to demonstrate locality. This should be an ***Active***

#	Functional Criteria	Sub-criteria			Requirements from Bidders
		Description	Max Points		
					Lease Agreement not later than 3 months / Municipal Bill / ***Title Deed (****in the name of the bidding entity*) / **Letter from Councillors** Printed CSD, statement of account and CIPC Registration document will not be considered as a proof of locality.
4	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project *(including asbestos handling procedures where applicable).*		15		The bidders are to provide documentation indicating the availability of a quality management system or quality management plan that will be utilised for this project. The Bidders must demonstrate that the system is functional and is being utilised by the bidder, and that on this project it will adequately fulfil the required quality assurance standards.
5(i)	Qualifications, Competency		Contracts Manager	5	The bidders are to provide information that covers the level of qualifications, competency **(specific to the Contracts Manager, Site Agent and Foreman).** Please provide copies of qualifications as failure to do so will be considered as the absence of such qualifications.
(ii)			Site Agent	5	
(iii)			Foreman	5	
6(i)	Experience of the key staff personal that will be available to		Contracts Manager	10	The bidders are to provide information that covers the level of experience and the positions held of the key staff /personnel

#	Functional Criteria	Sub-criteria			Requirements from Bidders
		Description	Max Points		
	manage the execution of the project (refer to returnable sheet T2.1.2 in the bid				(**specific to the Contracts Manager, Site Agent and Foreman).** Please provide copies of CV's.
(ii)			Site Agent	5	
(iii)			Foreman	5	

LOCALLY BASED SERVICE PROVIDERS

Area 1: Mbhashe Local Municipality

Area 2: Amathole District Municipality

Area 3: Eastern Cape Province

Area 4: Outside Eastern Cape

Table A2:- Functionality Criteria – Prompts for scoring

#	Functionality criteria		Evaluation Indicators			
		No response (score 0%)	Poor (25%)	Satisfactory (50%)	Good (75%)	Very Good (100%)
1.0	Adequacy of proposed work plan: Construction Work Program /Schedule	Failed to provide information	The activity schedule omits important task or the timing of the activities and the correlation among them are inconsistent with the methodology statement. There is lack of clarity.	All key activities are included in the activity schedule and detailed. There are minor inconstancies between timing, project deliverables and proposed methodology.	The work programme fits the methodology well; all important activities are indicated in the activity schedule and their timing and sequence is appropriate and consistent with project objectives. There is fair amount of detail including information on resources utilised.	Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined indicating the bidders has optimized the use of resources including procurement, subcontractor and long lead item ordering activities.

2.0	Commitment to sub-contracting with QSEs/ EMEs.	No Commitment to sub-contracting to QSEs / EMEs or Failed to complete form K	Commitment to sub-contracting of up to 34% QSEs/ EMEs (Percentage confirmed on Form K)	Commitment to sub-contracting 35% to QSEs / EMEs (Percentage confirmed on Form K)	Commitment to sub-contracting above 35% and below 38% QSEs/ EMEs (Percentage confirmed on Form K)	Commitment to sub-contracting 38% to QSEs / EMEs (Percentage confirmed on Form K)

	Note 1: The overall Percentage on Form K will be utilized to allocate points.					
3.0	Locally-based Service Providers	No information provided,	Area 4: Outside Eastern Cape	Area 3: Eastern Cape Province	Area 2: Amathole District Municipality	Area 1: Mbhashe Local Municipality
4.0	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project	Failed to provide information	Documented Quality Management System is available, utilized and not audited	Documented Quality Management System is available, utilized and audited internally. Proof of the audit is required.	Documented system / Quality Management Plan is available and proof to be supplied that the system is audited internally & externally, and quality control plan is specific to this project.	Accredited Quality Management System, i.e. ISO9001 with proof of accreditation provided in the bid.

5.0	Qualifications of the key staff / personnel who will be available to manage the execution of the project. Note that these scores will be applied to each required individual before application of the weighting factor	Contracts Manager	**FAILED TO SUBMIT**	Artisan / relevant accredited certificates.	National Diploma/ NQF Level 6 Certificate in Built Environment	BSc /B – Tech/NQF Level 7 Certificate in Built Environment.	Honours in Built Environment / NQF Level 7 in Built environment with Pr CPM / SACPMP or any Professional Registration in in Built Environment
		Site Agent		Short courses in the Built Environment Field – Certificate of attendance	National Certificate/ NQF Level 4 Certificate in the Built Environment	Diploma / NQF Level 6 Certificate in the Built Environment	BSc / B-Tech/ NQF Level 7 in the Built Environment
		Foreman		Artisan / relevant accredited certificates	National Certificate/ NQF Level 4 Certificate in the Built Environment	Higher Certificate/ NQF Level 5 Certificate in the Built Environment	Diploma / NQF Level 6 Certificate in Built Environment

6.0	Experience of the key staff personal that will be available to manage the execution of the project – (Averaged score for the	Contracts Manager	**FAILED TO SUBMIT**	Less than 5 years' experience in construction contract management	Five (5) years or more but less than 10 years in construction contract management.	Ten (10) years or more but less than 15 years' experience in construction contract management.	15 + Years relevant experience in construction contract management
		Site Agent		Less than 5 years' experience in building construction	Five (5) years or more, but less than 10 years' experience in building construction	Ten (10) years or more, but less than 15 years' experience in building construction	15 + Years plus experience in building construction

	Contracts Manager, Site Agent, General Foreman)	Foreman		Less than 5 years' experience in building construction	Five (5) years or more, but less than 10 years' experience in building construction	Ten (10) years or more, but less than 15 years' experience in building construction	15 + Years plus experience in building construction

See IMPORTANT NOTES below regarding Key Personnels :

A maximum of 100 evaluation points will be awarded in respects of functionality scoring.

A minimum of 60% of the total number of points will be required in order to be considered further.

- **Key personnel** will be expected to be available for all site and other meetings (co-ordination and technical meetings) as the exigencies of this project require.
- Should it become necessary to replace or supplement any of the key personnel listed during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

Details of the key personnel proposed for this project must be included in Form B: Proposed Key Personnel **(T2.1.2 Returnable Documents).**

PART T1.4 – STANDARD CONDITION OF TENDER

T1.4 STANDARD CONDITIONS OF TENDER

As published in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contract, Department of Public Works Notice 423 of 2019 – Government Gazette – No. 42622 of 08 August 2019.

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

conditions of tender.

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

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

a) **conflict of interest** means any situation in which:

   i) someone in a position of trust has competing professional or personal interests which make itdifficult to fulfill his or her duties impartially;
   ii) an individual or tenderer is in a position to exploit a professional or official capacity in someway for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the tenderer whoemploys that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditionaldiscounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

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

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel

a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Bidder's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

    (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    (ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections requiredby this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.
Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate

that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflictsof interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

C.1.6.4 The employer and each Bidder submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.6.5 The employer and the Bidder and all their agents and employees involved in the tender processshall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

C.1.6.6 The employer shall not seek and a Bidder shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.7 Tender Documents

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

C.1.8 Interpretation

C.1.8.1 The tender data and additional requirements contained in the tender schedules that are includedin the returnable documents are deemed to be part of these conditions of tender.

C.1.8.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.8.3 For the purposes of these conditions of tender, the following definitions apply:

PART C3 – SCOPE OF WORKS

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

SCOPE OF WORKS

The scope of works includes the completion of the following;

a) Block 1A – 3 classrooms block,
b) Block 1B – 3 classrooms block,
c) Block 1C – 3 classrooms block,
d) Block 2 – Science Lab with HoD office,
e) Block 3 – Multipurpose Centre,
f) Block 4 – Computer Room with Library,
g) Block 5 – Nutrition Centre,
h) Block 6 – Admin Block with supporting services,
i) Block 7 – Renovations of existing ablutions,
j) Block 8 – Guard house,
k) Associated site works such as : walkways, assembly slab, parking, landscaping,
l) Underground water tank, upstand tank, water tanks with stands, drinking fountains,
m) Sport field and grassing,
n) Sewer drainage, stormwater drainage and water reticulation,
o) Furniture,
p) Electrical, mechanical and fire installation,
q) Fencing - Removal of existing fence and replace with a new,
r) Demolition of existing structures (3 classroom block made up of blocks and mortar, roofing done with zinc and two rooms used as an office also made up of blocks and mortar.

ORDER OF THE WORKS

The Bidder will be expected to make or present a proposed programme for the works (as outlined in C1.2 Contract Data) and the order of the works will then be finalized in conjunction with the principal agent.

BUILDING OCCUPIED

The building will not be occupied during the Construction of the Project up to Completion.

EXISTING PREMISES ON SITE

The existing site is sloping, with various building structures.

CONTRACT PERIOD

The contract period shall be 18 (Eighteen) calendar months from date of handover of site. (Including annual builders' holidays). Work to be completed as a whole as outlined in C1.2 Contract Data

SOCIO ECONOMIC DELIVERABLES

The Socio-economic objectives of the project are:

- To train occupational qualifications, trade qualifications, work integrated learners - P1 and P2 learners, professional candidates.
- To develop targeted enterprises who are either JV partners to the successful bidder or sub-contractors. Development will be undertaken in identified areas following a Needs Analysis.

PART C3.2 – DRAWINGS AND SPECIFICATIONS

C3.2 DRAWINGS & SPECIFICATIONS

A flash stick containing a full set of Architectural, Civil/Structural and Electrical Drawings is attached to the tender documents. Also the link for the drawings and specifications is attached below:

https://coegacoza-my.sharepoint.com/:f:/g/personal/sinethemba_pheko_coega_co_za/EuOsK6NLPGREuIL1X0twzVYBLegBdQpNKpfgIa4jO58nlw?e=Q8JJaH

DRAWING REGISTER

PROJECT DETAILS:

PROJECT NAME:	Mpozolo S.S. 200300780
PROJECT N^{O}.:	MDA260-D-MP
CLUSTER:	3
DICIPLINE	Architectural

Drawing No	SIZE TYPE	QTY	REV NO	DWG DATE	Title
MDA260-D-MP-101	A1	01	00	26-01-2018	SDP
MDA260-D-MP-102A	A3	01	00	26-01-2018	SDP - Decanting Plan Phase 1
MDA260-D-MP-102B	A3	01	00	26-01-2018	SDP - Decanting Plan Phase
MDA260-D-MP-103	A3	01	00	26-01-2018	SDP - Demolition Plan
MDA260-D-MP-200	A0	01	00	26-01-2018	Working Drawings - 3 Classroom Block
MDA260-D-MP-201	A0	01	00	26-01-2018	Working Drawings - Science Lab with HOD
MDA260-D-MP-202	A0	01	00	26-01-2018	Working Drawings - MPC
MDA260-D-MP-203	A0	01	00	26-01-2018	Working Drawings - Computer Lab & Library
MDA260-D-MP-204	A0	01	00	26-01-2018	Working Drawings - Nutrition Centre
MDA260-D-MP-205	A0	01	00	26-01-2018	Working Drawings - Admin Block
MDA260-D-MP-206	A1	01	00	26-01-2018	Working Drawings - Ablution to be renovated
MDA260-D-MP-207	A0	01	00	26-01-2018	Working Drawings - Details 01
MDA260-D-MP-208	A0	01	00	26-01-2018	Working Drawings - Details 02
MDA260-D-MP-209	A0	01	00	26-01-2018	Working Drawings - Details 03
MDA260-D-MP-300	A0	01	00	26-01-2018	Working Drawings - Door & Window Schedule
MDA260-D-MP-301	A1	01	00	26-01-2018	Working Drawings - Finishing & Sanitaryware Schedule
MDA260-D-MP-302	A1	01	00	26-01-2018	Working Drawings - Signage Schedule

DRAWING REGISTER

Delca Systems
Development • Engineering • Logistics • Consulting Africa

Project Number: 3766F

Description: Mpozolo SSS

DRAWING NO	DESCRIPTION	SIZE	REVISION																		
	CIVIL																				
3766F-100	Bulk Earthworks Plan	**A1**	00	00																	
3766F-101	Site Plan	**A0**	00	00																	
3766F-102	Domestic Water Plan	**A1**	00	00																	
3766F-103	Septic Tank Detail	**A1**	00	00																	
3766F-104	Typical Details	**A0**	00	00																	
3766F-105	Typical Details 2	**A0**	00	01																	
3766F-106	Typical Details 3	**A2**	00	00																	
3766F-107	Underground Water Tank Pit Layout & Section	**A3**		00																	
3766F-108	Water Purification Details	**A1**		00																	
DATE:			29/01/2018	**24/11/2023**																	

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Description: **Mpozolo SSS**

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Architect																					

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ECD SCHOOLS - MPOZOLO SCHOOL

DRAWING REGISTER

Effective Date : 2024/12/12	Author: N. Luthuli	Doc No : **DR-01**
Rev : **01**	Approved By : M. Nyikana	Proj. No. : 1603

Project:	MPOZOLO SCHOOL
Client:	DEPARTMENT OF BASIC EDUCATION
Implementing Agent :	COEGA DEVELOPMENT CORPORATION
Architect + Principal Agent:	MDA ARCHITECTS
Quantity Surveyor:	AMAHLE MULTI-DISCIPLINARY AND PROJECTS (Pty) Ltd
Civil + Structural Engineer:	DELCA SYSTEMS
Electrical + Mechanical Engineer:	MXN ElectroCon Projects

Issue No. : 1
Date : 12-Dec-24

Revision History

Drawing. no.	Drawing Description	Sheet Size	12-Dec-24	Issued
Electrical				
Heading				
1603-MP-T-E-100A	Site Plan: Intruder Alarm System	A2	00	
1603-MP-T-E-100I	Site Plan: Intercom Layout	A2	00	
1603-MP-T-E-100	Site Plan: Electrical Services + Sleeve Reticulation	A2	00	
1603-MP-T-E-100LPS	Site Plan: Lightning Protection Layout	A2	00	
1603-MP-T-E-101	Admin Block: Lighting Layout	A2	00	
1603-MP-T-E-102	Admin Block: Power Layout	A2	00	
1603-MP-T-E-103	Library + Computer Lab + HOD: Lighting + Power Layouts	A2	00	
1603-MP-T-E-104	Science Lab + HOD: Lighting + Power Layouts	A2	00	
1603-MP-T-E-105	3 Classroom: Lighting + Power Layouts	A2	00	
1603-MP-T-E-106	3 Classroom: Lighting + Power Layouts	A2	00	
1603-MP-T-E-107	3 Classroom: Lighting + Power Layouts	A2	00	
1603-MP-T-E-108	Multipurpose Centre: Lighting + Power Layouts	A2	00	
1603-MP-T-E-109	Nutrition: Lighting Layout	A2	00	
1603-MP-T-E-110	Nutrition: Power Layout	A2	00	
1603-MP-T-E-111	Ablutions: Lighting Layout	A2	00	
1603-MP-T-E-300	Single Line Diagrams-EDK	A2	00	
1603-MP-T-E-301	Single Line Diagrams-MDB+DB-F & DB-G	A2	00	
1603-MP-T-E-302	Single Line Diagrams-DB-B+DB-C & DB-D	A2	00	
1603-MP-T-E-303	Single Line Diagrams-DB-E+DB-H & DB-I	A2	00	
1603-MP-T-E-304	Single Line Diagrams-DB-EX & DB-J	A2	00	
Mechanical				
Heading				
1603-MP-T-M-100	Fire Plan, Fire Protection & Emergency Escape Route	A2	00	
1603-MP-T-M-101	Nutrition Centre: LP Gas & Extraction Canopy	A2	00	
1603-MP-T-M-102	Nutrition Centre: Domestic Hot Water System Layout	A2	00	
1603-MP-T-M-103	Nutrition Centre: Fire Detection Layout	A2	00	
1603-MP-T-M-104	Science Lab: LP Gas Layout	A2	00	
1603-MP-T-M-105	Science Lab: Fire Detection Layout	A2	00	

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COMPANY: _____

SIGNED: _____

DATE: _____

DRAWING REGISTER

Delca Systems
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Project Number: 3766F

Description: **Mpozolo SSS**

DRAWING NO	DESCRIPTION	SIZE	REVISION
	FOUNDATION LAYOUT		
3766F-300	3 Classroom Block Foundation	**A1**	00
3766F-301	Science Block & HOD Foundation	**A1**	00
3766F-302	MPC Foundation	**A1**	00
3766F-303	Computer Lab & Library Foundation	**A1**	00
3766F-304	Nutrition Centre Foundation	**A1**	00
3766F-305	Admin Block Foundation	**A1**	00
	SURFACE BEDS		
3766F-350	3 Classroom Block Surface Bed	**A1**	00
3766F-351	Science Block & HOD Surface Bed	**A1**	00
3766F-352	MPC Surface Bed	**A1**	00
3766F-353	Computer Lab & Library Surface Bed	**A1**	00
3766F-354	Nutrition Centre Surface Bed	**A1**	00
3766F-355	Admin Block Surface Bed	**A1**	00
	RING BEAMS		
3766F-400	3 Classroom Block Ring Beams	**A1**	00
3766F-401	Science Block & HOD Ring Beams	**A1**	00
3766F-402	MPC Ring Beams	**A1**	00
3766F-403	Computer Lab & Library Ring Beams	**A1**	00
3766F-404	Nutrition Centre Ring Beams	**A1**	00
3766F-405	Admin Block Ring Beams	**A1**	00
	FOUNDATION REINFORCEMENT		
3766F-450	3 Classroom Block Rebar	**A1**	00
3766F-451	Science Block & HOD Rebar	**A1**	00
3766F-452	MPC Rebar	**A1**	00
3766F-453	Computer Lab & Library Rebar	**A1**	00
3766F-454	Nutrition Centre Rebar	**A1**	00
3766F-455	Admin Block Rebar	**A1**	00
	VARIOUS		
3766F-250	Nutrition Center Goods Arrival Yard Cage	**A1**	00
3766F-251	Security Mesh + Slab Over Computer Lab + Library Block	**A1**	00
3766F-252	Security Mesh Over MPC Block	**A1**	00
3766F-253	Security Mesh over Science Block + HOD	**A1**	00
3766F-254	Security Mesh + Slab over Admin Block	**A1**	00
3766F-255	Assembly Slab Layout	**A1**	00
3766F-256	Parking Area Slab layout, Sections & Details	**A1**	0
DATE:			**29/01/2018**

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	BENDING SCHEDULES		

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Project Number: 3766F

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DRAWING NO	DESCRIPTION	SIZE	REVISION																		
3766F-400-BS01	3 Classrom Block Ring Beam Schedule	A4	00																		
3766F-401-BS02	Science Block & HOD Ring Beam Schedule	A4	00																		
3766F-402-BS03	MPC Ring Beam Schedule	A4	00																		
3766F-403-BS04	Computer Lab & Library Ring Beam Schedule	A4	00																		
3766F-404-BS05	Nutrition Centre Ring Beam Schedule	A4	00																		
3766F-405-BS06	Admin Block Ring Beam Schedule	A4	00																		
3766F-450-BS01	3 Classrom Block Rebar Schedule	A4	00																		
3766F-451-BS02	Science Block & HOD Rebar Schedule	A4	00																		
3766F-452-BS03	MPC Rebar Schedule	A4	00																		
3766F-453-BS04	Computer Lab & Library Rebar Schedule	A4	00																		
3766F-454-BS05	Nutrition Centre Rebar Schedule	A4	00																		
3766F-454-BS06	Nutrition Centre Column Bending Schedule	A4	00																		
3766F-455-BS07	Admin Block Rebar Schedule	A4	00																		
3766F-455-BS08	Admin Block Column Bases Bending Schedule	A4	00																		

DATE:			29/01/2018																		

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PART C3.3 – OCCUPATIONAL HEALTH & SAFETY

Specification:

HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION OF MPOZOLO SSS

CDC/27/25

Specification Nº

CDC-SBU-SPC-003-25

Classification: Public

10 February 2025

DOCUMENT INFORMATION SHEET

Title of Document	:	*Health and Safety Specification for the Construction of Mpozolo SSS*
Type of Document	:	*Specification*
Document Number	:	*CDC-SBU-SPC-003-25*
Prepared by	:	*Shaun Norris*
Typed by	:	*Shaun Norris*
Business Unit	:	*Operations*
Prepared for	:	*Bidders/Service Providers*
Date of Issue	:	*10 February 2025*

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SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date:	Name: **S. Norris**	Name: **N. Mdikane**	Name: **S. Norris**
10.02.2025	Signature:	Signature:	Signature:

Distribution:	***CDC***

REVISION CHART

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

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ABBREVIATIONS

AIA: Approved Inspection Authority

CHSO: Construction Health & Safety Officer

CC: Compensation Commissioner

CR: Construction Regulations 2014

DME: Department of Mineral and Energy

DMR: Driven Machinery Regulations

DOEL: Department of Labour

FEMA: Federated Employers Mutual Association

GAR: General Administration Regulations

GSR: General Safety Regulations

HIRA: Hazard Identification & Risk Assessment

H&S: Health and Safety

OHSA: Occupational Health and Safety Act No. 85 of 1993 (as amended)

OHSS: Occupational Health and Safety Specification

PSHSS: Project Specific Health and Safety Specification

PC: Principal Contractor

PPE: Personal Protective Equipment

PPC: Personal Protective Clothing

ER: Engineer's Representative

RHCS: Regulations for Hazardous Chemical Substances

SANS: South African National Standards (Authority)

SMME: Small, Micro, Medium Enterprise

SWP: Safe Work Procedure

HCS: Hazardous chemical substances

CS1 General Statement and Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 84, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Definition as the Construction Regulations 2014 applicable to this Health and Safety Specification:
"agent” means a competent person who acts as a representative or a client;
"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;
"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;
"client” means any person for whom construction work is being performed;
"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;
"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;
"construction supervisor” means a competent person responsible for supervising construction activities on a construction site;
"construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and *off* the construction site for the purposes of performing construction work "construction work" means any work in connection with-

1. the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to 5 a building or any similar structure; or
2. the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

"construction work permit” means a document issued in terms of regulation 3;
"contractor" means an employer who performs construction work;

"demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;
"design" in relation to any structure, including drawings, calculations, design details and specification
- "designer" means a competent person who:-

1. prepares a design;
2. checks and approves a design;
3. 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
4. designs temporary work, including its components;
5. an architect or engineer contributing to, or having overall responsibility for a design;
6. a building services engineer designing details for fixed plant;
7. a surveyor specifying articles or drawing up specifications;
8. a contractor carrying out design work as part of a design and building project; or
9. an interior designer, shop-fitter or landscape architect;

"excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;
"explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;
"fall protection plan" means a documented plan, which includes and provides for -

1. all risks relating to working from a fall risk position, considering the nature of work undertaken;
2. the procedures and methods to be applied in order to eliminate the risk of falling;
3. and a rescue plan and procedures;

"fall risk" means any potential exposure to falling either from, off or into;
"health and safety file" means a file, or other record containing the information in writing required by these Regulations "health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;
"health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;
"material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;
"medical certificate of fitness" means a certificate contemplated in regulation 7(8);
"mobile plant" means any machinery, appliance or other similar device that is able to move independently, and Is used for the purpose of performing construction work on a construction site;
"person day" means one normal working shift of carrying out construction work by a person on a construction site
"principal contractor" means an employer appointed by the client to perform construction work;
"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as Professional Engineering Technologist in terms of the Engineering Profession Act, 2000.
"provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;
"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;
"structure" means-

1. any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or *any* structure designed to preserve or alter any natural feature, and any other similar structure;
2. any falsework, scaffold or other structure designed or used to provide support or means of access during construction work; or
3. any fixed plant in' respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;
"the Act" means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

Refer to Occupational Health and Safety Act, Act 85 of 1993 and regulations for more definitions

CS1.1 Health and Safety Specifications and Plans

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

PURPOSE:

The Employer is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work

against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

1) Safety considerations affecting the site of the project and its environment;

2) Health and safety aspects of the associated structures and equipment;

3) Submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and

4) The Principal Contractor's (and his /her contractor) health & safety plan.

Serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies.

(b) <u>The Contractor's Health and Safety Plan</u>

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

(i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Construction Regulations 2014;

(ii) Pro-active identification of potential hazards and unsafe working conditions;

(iii) Provision of a safe working environment and equipment;

(iv) Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas; monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;

(v) Details of the Construction manager, alternate construction manager, Construction Supervisor, Risk assessor, Construction Safety Officer, First aider and other competent persons he intends to appoint for the construction works in terms of Construction Regulation and other applicable regulations; and

details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

CS1.1.1 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

CS1.1.2 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

CS1. 2 Indemnity of Employer and his Agents (Mandatory agreement OHS Act 37(2))

a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor's health and safety plan.
b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

CS1. 3 Scope

The scope of this Occupational Health and Safety Specification is to address the reasonable and foreseeable aspects of occupational health and safety management which will be affected by the contract work.
The specification will provide the requirements that the Principal Contractor and other contractors shall comply with in order to reduce the risks associated with the contract work which may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor. The principal Contractor will be appointed in writing to be in overall control of the Construction site.

Extent of works

a. Site establishment.
b. Temporary hoarding of site.
c. Clearing and grubbing.
d. Bulk excavations.
e. Excavations to foundations and trenches.
f. Concrete to foundations and civil services.
g. Brickwork to floor slabs and civil services.
h. Concrete to surface beds.
i. Brickwork to walls.
j. Installation of windows and doors.
k. Plastering and painting walls.
l. Roof timber construction and roof covering.
m. Internal finishes.
n. External finishes and storm water services.
o. External works and landscaping.
p. De-establish Camp and Hand over.
q. Electrical Mechanical Installation and associated external works.

CS1.4 Responsibilities

CS1.4.1 Client

- The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

- The base line risk assessment will be issued to the appointed contractor on request

- The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

- The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps

taken will include periodic audits at intervals of at least once every month and such visits may be done without any form of notification to the PC to ensure continuous compliance.

- The Client or his appointed Agent on his behalf will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

• have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

• have failed to implement or maintain their health and safety plan;

• have executed construction work which is not in accordance with their health and safety plan; or

• act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

Note: Trapro SHE consulting as the Client SHE agent reserves the right to stop any construction activities which may pose a threat to the health and safety of persons on site.

CS1.4.2 Principal Contractor:

- The Principal contractor is urged to conduct its base line risk assessment during the briefing session/clarification meeting.

- The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Employment and Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure 1 of the Construction regulations 2014 contains a “Application for a Permit to do Construction Work” form. The Principal Contractor shall submit the application in writing prior to commencement of work and inform the Client or his Agent accordingly.

- The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility

to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

- The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

- The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

- The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

- The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

- The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

- The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

- The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

CS1.5 Policies and Procedures

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and. implemented within the company operations. The PC shall also ensure that the following policies and procedures but not limited to, are included in the OHS file:

- Substance abuse policy
- Disciplinary procedure

- Smoking policy
- HIV/AIDS policy
- PPE & PPC policy

CS1.6 Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

CS1.7 Compensation Commissioner

The Contractor shall provide **a valid** proof of registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement of construction activities.

CS1.8 Construction work permit

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction if the intended construction work as from 7th August 2018 and will:

- Exceed 365 days and will involve more than 3600 person days of construction work; or
- The tender value limit is grade 7, 8 or 9 of the Construction Industry Development Board (CIDB) grading

CS1.9 During the construction period

Continuous/Issue-based Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

The Employer's H & S Agent will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at mutually agreed intervals at least once every month, however, **if the Employer's Agent determines that the Principal Contractor does not comply with the provisions of the ACT or only complies when the Audit date approaches, HE/SHE reserves the right to visit the site without any form of notification to verify continuous compliance on site.**

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Please note: The SHE agent may randomly select employees on site and assess their knowledge against the material they have been trained on.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

Prior to builder's holiday PC shall develop a shutdown procedure and submit it to the Client agent for approval

CS1. 10 Health and Safety Program/File

The following documentation shall be included in the Health and Safety File but not limited to:

a) Copy of OHSAct and applicable Regulations.
b) Copy of Client Health and Safety specification, Principal contractor's Health & Safety Plan.
c) Copy of all Drawings – Schematics, Detail Drawings, etc.
d) Copy of Notification of Construction work to the Department of Labour.
e) Company Safety Policies (OHS policy, smoking policy, substance abuse policy, PPE policy, HIV/AIDS policy etc.) – To be signed by the Chief Executive Officer of the Company.
f) Organogram indicating site specific organizational structure with reference to requirements of the construction regulations.
g) Proof of Registration with Compensation Fund of Principal Contractor and Contractors.
h) Method statements, risk Assessments and safe work procedures for all activities on site as per construction works programme (project scope of work).
I) Letters of Appointment and proof of competence.
j) Inspection registers
k) Material safety data sheets
l) The contents of all Training Material e.g. Formal training, Informal training, induction, DSTI's Toolbox talks, HIV/AIDS etc.
m) Emergency preparedness and response plan with site specific telephone numbers
n) Section 37(2)/Mandatory agreement
o) Site specific Fall protection plan
P) Waste management Plan
q) List of Contractors (Sub-Contractors)
r) List of Local Labours with ID copies
s) Environmental management plan
t) All applicable permits
u) Disciplinary procedures
v) H & S budget

w) Scope of work
x) Committee meetings and SHE audit reports

CS1. 11 Appointments

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility may be allowed on approval by the Agent.

Basic Appointments:

- Appointment of Principal Contractor by Client.
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction manager (Full time)
- Appointment of Alternate construction manager
- Appointment of Construction Work Supervisor (Full time)
- Appointment of Assistant Construction Work Supervisor
- Appointment of Health & Safety Officer (Full time)

Appointments of Specialists (Refer to a Specialist Company):

- Appointment of Safety Manager
- Appointment of Risk Assessor and plan developer
- Appointment of a Health and Safety Induction Trainer
- HIV/AIDS trainer
- Traffic Safety Officer (where applicable)
- Fall protection plan developer
- Troxler operator
- Blasting competent person

Appointments of full time employees on site:

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities).
- Appointment of Emergency co-ordinator
- Appointment of an Accident and Incident Investigator.
- Appointment of the Safety Committee Members (Employees actively involved in H&S).
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector.
- Appointment of Construction Vehicle and Mobile Plant Operators.
- Appointment of batch plant/Concrete Mixer Operator (if required).
- Appointment of Hand Tool Inspector.
- Appointment of a Portable Electrical Equipment Inspector (If required).

- Appointment of a Fall protection supervisor
- Appointment of a Ladder Inspector (If ladders are used).
- Appointment of scaffold inspector.
- Appointment of scaffold erector
- Appointment of formwork supervisor
- Appointment of demolition supervisor
- Appointment of hazardous chemical controller
- Appointment of stacking and storage supervisor
- Appointment of Flagmen
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places).
- Appointment of Fire Equipment Inspector.
- Appointment of Fire Team Members (employees trained in firefighting awareness).
- Appointment of First Aider (Level 2 and/or above)
- Appointment of First Aid Equipment Inspector.
- Appointment of First Aid Team Members (employees trained in first aid awareness)

CS1.11.1 Safety Officer (CR 8.7)

Due to the nature of the activities on site it is required to appoint a full-time competent **Construction Health and Safety Officer** with at least a minimum of **5 years'** experience or more in SHE management, **registered with SACPCMP** and **no candidates allowed**.

The Safety Officer shall be employed by the Principal Contractor on a full time basis for the duration of the project.

The functions of the Safety Officer will be to monitor all H&S Activities on site on a daily basis.

CS1. 11.2 Contractor's SHE Representative - OHSAct 17

The Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor. The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

CS1.11.3 Health & Safety Committee- OHSAct 20

Where two or more health and safety representatives have been elected and appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and

Safety Committee Chairperson. Minutes of these meetings must be available for the employees of the contractor to refer to.

CS1. 8.4 Supervision of Construction Work– CR 8 (5)

The Principal Contractor as well as his Contractors (Sub Contractors) shall appoint competent full time employees in writing as the construction supervisors.

CS1. 12 Training and Competence

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Client for records, once the identified people have attended the training, the Contractor must provide the Client with copies of certificates obtained.

Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site. The Contractor must ensure that visitors to site have the necessary protective equipment. A copy of attendance registers of all employees who attend inductions shall be kept.

Awareness

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

Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons- on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

CS1. 13 Risk Assessment – CR 9

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.
The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Risk assessment procedure
- Identification of hazards and risks.
- Rating matrix
- Control measures to mitigate risks.
- A monitoring and review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

CS1. 14 Existing Services

Contractor must establish all local services in area of excavations.
Plan of local services shall be documented in the Health and Safety file.
Local services include:
Pipe lines, Electricity Supplies and other similar services.

CS1. 15 Safe Working Loads

The Contractor shall ensure that -

a) The safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
b) The safe working loads are not exceeded under any circumstances.
c) All lifting gear is marked with a unique identity number and recorded in register.

CS1. 16 Machine Guarding

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

CS1. 17 Construction Vehicles and Mobile Plant – CR 23

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant. Medical fitness certificates shall only be issued by a registered occupational medical practitioner.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

a) Portable fire extinguishers mounted in specified positions on construction vehicles – 4kg dry powder fire extinguisher
b) Inspection for leaking fuel or gasses which can cause a fire hazard
c) Safe and suitable means of access
d) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

i) Turn indicators
ii) Stop lights x 2 – where poor visibility conditions warrant
iii) Reverse siren or acoustic device
iv) Tail lights
v) Reflectors
vi) Head lights x 2 – where poor visibility conditions warrant

vii) Rotating amber flashing light with lens heights of at least 200mm and an Output of at least 100Watt on roof or other visible position

viii) Warning boards mounted at least 1.5m above ground level to be clearly visible.

ix) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn

x) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhered to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. This protection must consist of adequate edge protection e.g. guard rails and/or crash barriers.
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a public roads in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant.
8. TLB's, Excavators and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads.
10. No major plant repairs may be carried out on site

CS1. 18 Signs and Notices

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background=> WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Warning signs	-	DANGER - MEN AT WORK
Prohibitory signs	-	NO ENTRY, NO SMOKING
Fire	-	POSITION OF EQUIPMENT ARROWS
First Aid	-	INFORMATION SIGNS
Emergency Signs	-	ASSEMBLY POINT, ESCAPE ROUTES SIGNS

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving.

Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day.

Signs to be displayed will be determined by the H&S Plan and the Risk Assessments.

Compulsory signs will include:

Prohibited area

Men at work

A H&S board shall be displayed at the entrance with all the relevant H&S instructions and symbols eg:

Construction Site – No Entry

Hard hat area

Safety shoes shall be worn

The size of the board shall be at least 1.5m wide by 1.2m high

CS1.19 Excavation Work – CR 13

Excavation:

Definition: A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken into consideration when doing the Risk Assessment:
   - ⇨ Depth of the excavation
   - ⇨ Length of the excavation
   - ⇨ Existing services
   - ⇨ Barricading and demarcation

Depth of the excavation:

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done by the Principal contractor and a consulting Engineer shall be notified in writing for certification.

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

Local services include:
Telkom, Water, Electricity Supplies and other similar services.
Inspection shall be done on all bracing and shoring on a

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

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Excavations must be adequately barricaded and such barricading material shall be periodically maintained.

It is advised to use 1.2m high PVC net (barrier netting) and erected as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares, **NO danger tape shall be used**.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

Warning signs must be posted next to an excavation in which persons are working or carrying out inspections or tests.

CS1.20 Blasting

PC shall appoint a competent person approved by relevant Departments to perform blasting operation.

Transportation, storage and use of explosives shall be shall be carried out as per explosive regulations.

PC to obtain all permits applicable to explosive regulations prior to commencement of blasting activities.

CS 1.21 Radiation (Troxler)

PC shall apply for an authority from the Dept. of health, Radiation control, Radioactive nuclides in terms of section 3A of hazardous substances Act, 1973 (Act 15 of 1973) to use convey, process and cause to convey radioactive nuclides.

The operation, storage and transportation of radioactive nuclides shall be carried out as per Hazardous substance Act of 1973 and manufacture's specification.

Only trained personnel shall use, store or transport radioactive nuclides

Inspections shall be carried out as per manufacturer's specification

CS1. 22 Barricading and Demarcation

The construction site shall be sealed off with a fence of at least 2 m covered with mash nett to contain dust. Signage must be displayed in all four corners of the site to prevent unauthorized entry by members of the public and vehicles.

CS1. 23 Ladders – GSR 13A

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3m to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

CS1. 24 Bulk mixing/Concrete Mixers – CR 20

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.
The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are:

1. Placed in an easily accessible position; and
2. Constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. Aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

In case the concrete is supplied by the an external service provider PC shall ensure that there are fully inducted and compliant with the provisions of the OHS act and its regulation. Furthermore, PC's employees shall not be allowed to operate the ready mix truck chutter in any circumstances

CS1. 25 House Keeping and Construction Sites – CR 27

The Contractor shall at all-time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

HCS stored on site shall be stored in containers located in a dedicated area. The area shall be surrounded by a band wall.

CS1. 26 Stacking and Storage on Construction Sites – CR 28

A competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

All storage areas shall be kept neat and under control.

CS1. 27 Fall Protection – CR 10

A contractor shall cause-

a) The designation of a competent person, responsible for the preparation of a fall protection plan;

b) The fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;

c) Steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub-regulation (1), shall include-

a) Scope

b) A risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;

c) Fall prevention outlook: Fall elimination, fall prevention, fall arrest equipment

d) Emergency response and fall rescue plan

e) Appointments and training need analysis

f) Site activities/conditions e.g. open holes, excavations, ladders, scaffolds, lifting equipment etc.

h) Monitoring and review

I) Medical surveillance procedure

j) Accident/incident reporting, investigation and record keeping

k) Approvals and reviews

l) fall protection training register

CS1. 28 Structures – CR 11

1. A contractor shall ensure that:

a) all reasonable 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: and

b) No structure or part of a structure is loaded in a manner which would render it unsafe.

2. A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.

3. Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.

4. Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

CS1. 29 Temporary Works – CR 12

A competent person shall be appointed in writing to supervise all formwork and support work.

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, client, client's agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.

Record must be kept of these inspections.

Weakened formwork or support work must be immediately reinforced.

Persons must be prevented from slipping on support work.

Persons must not be affected by the use of solvents or any other similar substances.

Safe access must be provided for all support work.

Employees involved must be adequately trained and instructed to perform the work in a safe manner.

Foundations of formwork must be adequate to sustain the applied load.

CS1.30 Working at heights

Principal contractor must develop a fall protection plan according to the site specific requirements on the contract.

- A fall protection supervisor must be appointed
- The fall protection plan must be implemented at the beginning of the project (site establishment).
- All workers working in elevated positions must be medically and psychologically fit to work (medical certificate of fitness displayed on file).
- Workers must not be allowed to work in any elevated positions during inclement weather conditions.
- A competent person must be appointed for scaffold erection and inspections
- Scaffolds must be erected according to SANS 10085 standards
- A safety harness must have a double lanyard with a shock absorber attached.
- Fall protection PPE must be attached to a secure structure if this is not possible then a secured lifeline is to be installed.
- All fall protection PPE must be inspected monthly onto a register by the appointed person.

- All workers issued with fall protection PPE must undergo training in the correct use of such PPE.
- Workers receiving PPE must sign for the equipment along with signing acknowledgement of the rating training & risk assessment.

CS1.31 Material Hoisting – CR 19

A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.

A contractor must ensure that the tower of every material hoist is

- erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 mm for over travel;
- enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and
- Provided with a door or *gate* at least 2100mm in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.

A contractor must cause-

- the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
- the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
- Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.

No contractor may require or permit barrows or material to be conveyed on the platform of a material hoist and no person may so convey barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.

A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material host, to be affixed around the base of the tower and at each landing.

A contractor of a material hoist may not require or permit any person to operate unless a hoist, person is competent in the operation of that hoist. .

No contractor may require or permit any person to ride on a material hoist. A contractor must ensure that every material hoist-

- is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
- inspection contemplated above, includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
- inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
- Is properly maintained and the maintenance records in this regard are kept on site.

CS1. 32 Cranes - CR 22

Where tower cranes are used:

- PC shall ensure that they are designed and erected under the supervision of a competent person
- All relevant risk assessments and method statements are developed and applied

- account must be taken of the effects of wind force on the crane and a wind speed device is fitted that provides the operator with a audible warning when the wind speed exceeds the design engineer's specification;
- account must be taken of the bearing capacity of the ground on which the tower crane is to be erected;
- the bases for the tower crane and tracks for rail mounted tower crane must be firm and level and secured;
- shall be erected at a safe distance from excavations;
- clear space must be provided and maintained for erection, operation, maintenance and dismantling;
- Tower crane operators must be competent to carry out the work safely;
- Tower crane operators must be in possession of a valid medical certificate testifying that the holder is physically and psychologically fit.

A competent person shall plan all lifting operations where the lift will exceed 2000 kg and the plan submitted to the Client for approval and permission to carry out the lift.

CS1.33 Temporal Electrical Installations on Construction Site office – CR 24

Electrical installations shall be carried out by a competent installer in possession of **registration certificate** issued by the Dept. of Employment and labour.

COC's shall be issued on completion of electrical installations in site offices

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats

When Distribution Boards are removed the incoming power supplies shall be cut by the client's authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

CS1. 34 First Aid - GSR 3

- **Safety Notice Board**

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

- **First Aider and First Aid Equipment**

The Principal Contractor shall ensure that it appoints a trained Level 2 First Aider(s) on site regardless of number of labour on site.

The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site. The Principal Contractors shall provide an on site First Aid Box, adequately stocked at all times, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. The Principal Contractor shall ensure that there is a qualified First Aider at all times on site.

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked monthly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

- **Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

- **Reporting of Incidents and/or Injuries**

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent within twenty four (24) hours of the occurrence of the incident.

CS1. 35 Fire Precautions on Construction Sites – CR 29

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paraffin

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place.

(On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment.

A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

CS1. 36 Construction Welfare Facilities – CR 30

PC shall provide clean drinking water for its workers

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 30 workers, a changing facility for each sex and sheltered eating areas.

Separate toilets shall be erected for each sex.

Mobile toilets with bucket system shall be installed at the site.

Cleaning of buckets shall be arranged with an approved service provider approved by the municipality. To be at least once every week and disposal certificate shall be kept in the file

CS1. 37 Portable electrical tools & equipment - EMR 9

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 amp. plug point and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition electrical appliances such as fridges, hotplates, heaters, etc. shall be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

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

PORTABLE ELECTRICAL TOOLS shall be maintained in good condition at all times to prevent an electrical shock to the user. The main source shall incorporate an earth leakage protection device.

All equipment shall be fitted with a switch to allow for safe & easy starting and stopping.

CS1. 38 Use & storage of flammables & HCS - CR 25

The Principal Contractor / Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapors being present unless adequate precautions are taken;
- The workplace is effectively ventilated. Where this cannot be achieved:
    - Employees must wear suitable respiratory equipment
    - No smoking or other sources of ignition is allowed in the area
    - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place and sufficient fire-fighting equipment installed and fire prevention methods practiced e.g. proper housekeeping;
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.:
    - stored in a locked well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”;
    - the flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall;
    - Adequate and suitable fire-fighting equipment installed around the flammables store and marked with the prescribed signs;
    - All electrical switches and fittings to be of a flameproof design;
    - Any work done with tools in a flammables store or work areas to be of a non-sparking nature;
    - No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables;
    - The flammable store to be designed and constructed to, in the event of spillage of liquids in the store, to contain the full quantity + 10% of the liquids stored;
    - A sign indicating the capacity of the store to be displayed on the door;
- Containers (including empty containers) to be kept closed to prevent fumes/vapors from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static;
- Welding and other flammable gases to be stored segregated as to type of gas and empty and full cylinders.

Hazardous Chemicals and Materials

a) The Contractor shall provide suitable and adequate protective equipment when work in an area where hazardous chemicals and materials are being used.
b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of firefighting equipment, safety showers/baths and other washing facilities, prior to commencement of work
c) Hazardous chemical substances shall be stored in a well ventilated area.
d) Spillage procedures shall be developed and spill kits shall be provided.
e) All HCS containers shall be labelled
f) Where HCS are stored PC to ensure that there are serviced fire extinguisher in close proximity

CS1. 39 Public H & S

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

CS1. 40 Night work

The Contractor shall not undertake any night work without prior arrangement and a written permit from the Client. The Contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in' work being stopped.

CS1. 41 Environmental Conditions

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc.). The Contractor’s risk assessment process must take these risks into account.

Furthermore, the Contractor shall ensure that the environmental specification is adhered to at all times.

CS1. 42. Occupational Health

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

- Inhalation through breathing e.g. cements dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. hazardous chemicals.

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site. All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where survey has been conducted.

- Noise induced hearing loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work,
- That monitoring carried out by an AIA and done according to SABS 083.
- Medical surveillance programme established and maintained for the necessary employees.

- Control of noise by referring to:
- Engineering methods considered
- Admin control (number of employees exposed) considered
- Personal protective equipment considered/decided on
- Describe how records are going to be kept for 40 years.

CS1. 43 Commissioning and Safety Precautions

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

CS1. 44 Monitoring and Review: Registers Required on Site

PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT

- Personal Protective Clothing and Equipment issued, PPE condition Monthly checklist

MACHINERY

- Daily Checklist - Compaction Machinery
- Daily Checklist – Concrete mixer
- Daily Checklist – Generator/pump
- Daily checklist (before and after use) – Troxler (If applicable)

- Daily Construction Vehicle Pre-ignition Checklist – Excavator (If applicable)
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Construction Vehicle Pre-ignition Checklist – Truck
- Daily Construction Vehicle Pre-ignition Checklist – LDV
- Operators on Construction Vehicles and Mobile Plant Training and Fitness Register

EQUIPMENT

- Ladder Inspection Register
- Daily Stacking Inspection Register
- Daily Scaffold Inspection Register
- Daily Formwork Inspection Register

TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

GENERAL

- Monthly Environmental Checklist and Deviation
- Weekly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas
- Stacking & Storage inspection registers
- Housekeeping inspection registers

FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

EMERGENCY

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

- Incident Register (Injury/ occupational disease record book (Recording and investigation of incidents)
- Motor Vehicle Accident Register

TRAINING

- Induction Training Attendance Registers
- Toolbox talks Training Attendance Registers
- Community Training Attendance Registers
- Fall protection plan training attendance register
- Risk assessment & Safe work procedure attendance register
- Emergency/evacuation Training attendance register

PERMITS

- Blasting
- Bulk fuel storage
- Lock-out Permits (Water and Electricity)
- Radiation equipment (troxler)

INSPECTIONS

- Daily Excavations Inspection Register with specific reference to barricading
- Safety officer internal audit - Monthly
- SHE Rep Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

CS1. 45 Safe Work Procedures Required in Health and Safety File

- Stacking of material
- Working with Portable electrical equipment
- Working with cement and concrete mixers
- Formwork activities
- Working in inclement weather
- Excavating of trenches
- Steel fixing
- Use of Troxler
- Blasting
- Loading and transportation of material
- Transportation of workers

- Operation of construction vehicles
- Refuelling of Plant
- Use of hand tools
- Electrical installations
- Use of Ladders
- Public safety
- Ergonomics

CS1. 46 Written Training Course Material to be filed in Health and Safety File and presented

- Induction Training (Workplace awareness)
- Training of operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- HIV/AIDS Training
- Toolbox talks on Hand Tools
- Toolbox talks on Stacking of material
- Toolbox talks on Traffic management
- Toolbox talks on Driving company vehicles
- Toolbox talks on Working with cement and concrete mixers
- Toolbox talks on working with portable electrical equipment
- Toolbox talks on Excavating of trenches
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on Ergonomics
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- Toolbox talks on substance abuse
- Toolbox talks on public safety
- Toolbox talks on facilities and hygiene
- Toolbox talks on Environmental influences

CS1. 47 Emergency Equipment to be kept on site but not limited to:

First Aid Kits with splinters and the minimum required contents

Stretcher

Fire Extinguishers

Emergency Siren

Emergency contact details

Cell phone with airtime of at least R20

CS1. 48 Personal Protective Clothing

The Contractor shall provide the necessary personal protective clothing free of charge for its employees in hazardous areas, appropriate to the nature of the hazard. PPE must be maintained and kept in a good condition.

Proposed Personal Protective Equipment & Clothing required on this project but not limited to:

	TYPE	WHEN TO WEAR
1.	Hard Hats	When there is work carried above 2m from ground level or in deep excavations
2.	PVC Gloves	Working with cement, steel
3.	Reflective clothing	Working adjacent to public roads or in close proximity to construction vehicles
4.	Safety Goggles	Grinding, Cutting Cement, mixing cement
5.	Gumboots	Working in water, concrete casting
6.	Safety shoes	Offloading, working with heavy loads, positioning of materials etc.
7.	Dust Masks	Working with HCS, windy conditions, cement
8.	Ear protection	Grinding, compaction etc.
9.	Kidney belts	Plant operators

CS1. 49. Sub-Contractor Management

Contractor control

PRINCIPAL CONTRACTOR shall enter into a Contractors Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed contractors.

PRINCIPAL CONTRACTOR shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

This would include the following:

- to appoint each contractor contemplated in writing for the part of the project on a construction site;
- ensure that contractors comply to the directives of the PRINCIPAL CONTRACTOR health and safety plan;
- to stop any contractor from executing construction work, which is not in accordance with the health and safety plan, and or the clients health and safety specification;
- to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
- to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;
- to ensure that potential sub-contractors have made provision for the cost of health and safety measures during the construction process;
- ensure that a comprehensive and updated list of all the contractors accountable to PRINCIPAL CONTRACTOR is maintained and that the section 37.2 agreements between the parties and the type of work being done are included and available;
- Ensure that the contractors to be used have the necessary competencies and resources to perform the construction work safely;
- Ensure that all other contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.
- As far as reasonably practicable, PRINCIPAL CONTRACTOR is to audit contractors at least once for the duration that the contractors are on site. Should the contractor be on site for longer than a month, then the audit must be conducted at least once every month.

CS1. 50 Medical surveillance procedures

All employees:

- Working at heights,

- Operators of plant/machinery,

- Exposed to noise,

- Exposed to cement and dust,

- General labour,

- Handling Hazardous Chemicals

Are to undergo pre-employment and exit medical assessments performed by a registered occupational medical practitioner.

CS1. 51 Incident reporting

Reporting of accidents and incidents - OHSACT, Sec. 24 & GAR 8

The Principal Contractor shall report all reportable incidents to the Dept. of Labour (in terms of the Act and Regulations) and shall provide the Client with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

The Principal Contractor shall provide the Client with copies of all internal and external accident / incident investigation reports including the reports contemplated above and below within 7 days of the incident occurring.

CS1. 52 ACCIDENT AND INCIDENT INVESTIGATION - GAR 9

The Principal Contractor / Contractor shall investigate all accidents / incidents where employees and non-employees were injured to the extent that he / she / they had to be referred for medical treatment by a doctor, hospital or clinic and results recorded on file.

The Principal Contractor / Contractor shall investigate all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keep a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor / Contractor shall investigate all road traffic accidents and keep a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Client reserves the right to hold its own Investigation into any incident or call for an independent external investigation.

CS1. 53 Emergency preparedness, Contingency planning & response

The Principal Contractor / Contractor shall appoint a competent person to act as Emergency Controller/Coordinator.

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

The Principal Contractor / Contractor shall hold regular practice drills of contingency plans and emergency procedures to test them and familiarize employees with them **(every 3 months).**

CS1. 54 Security and access control

The Principal Contractor / Contractor shall establish site access rules, implement and maintain these throughout the construction period. Access control procedure shall ensure that non-employees do not proceed on to work areas unaccompanied by a senior site responsible person or other.

Construction site shall be adequately hoarded (fenced) with temporary gate manned to prevent unauthorised access. Warning signage shall be displayed on all four sides of the construction site

CS1. 55 Public Safety

The Principal Contractor / Contractor shall be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize these dangers. This includes:

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

Appropriate signage shall be posted to this effect and all employees on site shall be instructed on ensuring that non-employees are protected at all times.

All non-employees entering the site shall receive induction into the hazards and risks and the control measures for these.

All unattended excavations are to be backfilled, if not possible, they are to be adequately barricaded with PVC orange net of at least 1.2m high (NO DANGER TAPE)

CS1. 56 Audit, Reporting & Corrective actions

Monthly audit by the Client SHE agent

Occupational Health and Safety Audits will be conducted monthly to comply with Construction Regulation 4(1) (*d*) to ensure that the Principal Contractor / Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

Contractor's audits and inspections

The Principal Contractor / Contractor shall conduct monthly internal audits to verify compliance with his own occupational health and safety management systems and procedures.

CS1. 57 Consultations, Communication and Liaison

All occupational health and safety liaison between the Client, the Principal Contractor, other Contractors, the Designer and other concerned parties shall be through the OH&S committee.

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

Consultation with the workforce on OH&S matters shall be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.

The Principal Contractor / Contractor shall be responsible for the dissemination of all relevant OH&S information to other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her Agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

CS1. 58 Record keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Client, or the Department of Labour's Inspectors.

CS1. 59 Close-out

Upon completion of the Works (at zero man hours), the Contractor shall hand over a consolidated Health and Safety file (Hard & Soft copy) to the Client SHE agent.

Health and Safety close out SHE file requirements include:

a) Client H&S Specification

b) Principal Contractor's OHS Plan(s)

c) Organograms

d) Legal Appointments

e) Permit application to Department of Employment and Labour

f) Letters of Good Standing for the Project

g) Full files for all Contractors as well as their close out reports

- List of Contractors

- Letters of Approval of Contractors

- Mandatory Agreements

- Letters of Good Standing

- Appointments

h) Incident Records

i) Non- Conformance records

j) Agent's Audits

k) Method Statements

l) Risk assessments

m) Safe work procedures

n) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.

o) All drawings for temporary structures (suspended beams/scaffolds etc.)

p) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

CS1. 60. Penalty Enforcement

Penalties may be imposed on Contractors who do not comply with this health and safety Specification.

The list of offences that attract penalties and how much it would cost per offence is listed on the below table and such fines will be deducted from the contractors payment certificate.

Note: In the event whereby the contractor has completed construction work and there are still outstanding critical non-conformances, the Employer reserves the right not to release an amount of not less than 5% of the final payment certificate or retention amount.

LIST OF OFFENCES AND PENALTIES

NON-CONFORMANCES	FIRST TRANSGRESSION	SECOND TRANSGRESSION
1. Expired Letter of good standing	work stoppage/site closure immediately	
2.Application for Permit to do Construction work	Work stoppage/ site closure immediately	
3. Mandatory agreement	Written warning	R 500
4. Accident/incident management	Written warning	R 2000 – R 10000/Site closure
5. Pollution	Written warning	R 500 – R 5000
6. Inspections	Written warning	R 50 per item
7. Appointments & Competence	Written warning	R 50 per appointment
8. Risk assessment & safe work procedure	Written warning	R 200 per activity
9. Training (induction, toolbox talks etc.)	Written warning	R 50 per employee
10. PPE	Written warning	R 50 per employee
11. Unsafely working at heights	Written warning/Halt activity	R 500 – R 5000

12. Pre-employment Medicals	Remove all employees without medicals from site	
13. Faulty/sub-standard tool	Written warning	R 50 per tool
14. Unsafe use & storage of Troxler	**Site closure**	**Site closure + minimum of R10 000**
15. Blasting (permits/notification)	**Halt operation**	**Minimum of R5 000**
16. Exit medicals	Written warning	R 250 per employee
16. File consolidation/ close out report	Written warning	5% of retention

PART C3.4 – BASELINE RISK ASSESSMENT

COEGA
DEVELOPMENT CORPORATION

Baseline Risk Assessment:

CONSTRUCTION OF MPOZOLO SSS

CDC/27/25

Risk Assessment Nº

CDC-SBU-BRA-002-25

Classification: Public

10 February 2025

DOCUMENT INFORMATION SHEET

Title of Document	:	*Baseline Risk Assessment for the construction of Mpozolo SSS*
Type of Document	:	*Baseline Risk Assessment*
Document Number	:	*CDC-SBU-BRA-002-25*
Prepared by	:	*Shaun Norris*
Typed by	:	*Shaun Norris*
Business Unit	:	*Operations*
Prepared for	:	*Bidders/Service Providers*
Date of Issue	:	*10 February 2025*

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DOCUMENT CONTROL SHEET

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

PROJECT NAME : CONSTRUCTION OF MPOZOLO SSS

DOCUMENT TITLE : BASELINE RISK ASSESSMENT

DOCUMENT No. : CDC-SBU-BRA-002-25

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: **10.02.2025**	Name: **S. Norris**	Name: **N. Mdikane**	Name: **S. Norris**
	Signature: SPNORRIS	Signature: NNMD	Signature: SPNORRIS

Distribution:	***Coega***

Process/activity	Hazard / Aspect	Risk / Impact	Consequence	Likelihood	Residual Risk / Impact rating	Preventative measures but not limited to:
Site establishment	Hording	Unauthorized entry by members of the public/Damage & theft of property	3	3	9 Medium	- Regular inspections to site hording - All visitors to sign and report to site office
	Stacked construction material	Trip and fall/injury	4	4	16 High	- Conduct regular inspections - Materials are stacked on even surfaces at all times - Stacking is not more than 1.5 meters high
Transporting workers to site	Incompetent driver, unmaintained construction vehicle	Accidents/Injury to employees and third party, damage to vehicle, equipment or infrastructure	5	4	20 High	- Daily inspections - Adhere to SWP & CR 23 - All drivers are adequately licensed for the vehicles they are driving - Spontaneous substance abuse checks - Refresher training - operators to Adhere to K53
	Tools (transported in the same compartment with employees)	- Vehicles used to transport workers must have seats firmly secured and adequate for number of employees to be carried - Tools and material must be secured in order to prevent movement when transported in the same compartment with employees	5	4	20 High	- Conduct toolbox talks - Regular inspections - Adhere to SWP & CR 23
Roof work	Lifting of roof material	Collapse of material due to insufficient number of workers/injury/ damage to property	5	5	25 High	- Enforce use of PPE - Provide proper lifting tools such as slings - Deploy sufficient work force - Roof to be erected according to the designers spec
	Erection & working on scaffold	Collapse of scaffold due to heavy loads/Injury	5	4	20 High	- Scaffolds shall be erected according to SANS10085 standards - Appoint competent Scaffold erector - Appoint competent Scaffold inspector - Daily scaffold inspections - Frequent safety talks - Constant supervision - Adhere to fall protection plan
	Working at heights	Fall from heights/ Fatality	5	5	25 High	- Appoint fall protection plan developer and supervisor - All employees working at heights shall be in possession of medical fitness certificate from a registered occupational medical practitioner - Enforce use of PPE

	Inclement weather	Fall of worker due to heavy winds or wetness/fatality	5	5	25 High	- Appoint fall protection plan developer and supervisor - All employees working at heights shall be in possession of medical fitness certificate from a registered occupational medical practitioner - Enforce use of PPE - No work shall be carried out at heights during inclement weather
Demolition	Unplanned / uncontrolled collapse of structure undergoing demolition	Multiple death / Serious injuries	5	5	25 High	-All demolition work to be supervised by a demolition supervisor. -Designated exclusion zones to be established with barrier and banks man when dismantling the building -Persons not directly involved are to be excluded including the public by means of hording and warning signs as necessary
	Falling objects	Damage to property/ injury	4	4	16 High	-All loose debris to be removed from heights. -A watch man shall be present outside of hording when demolition works are undertaken close the hording to direct pedestrians and provide safe passage. Temporary barriers may be erected.
	Live services	Fire / Explosions or burns / Death	6	5	30 High	-Gas and electricity supplies to site must be disconnected before work commences -All services to be treated as live unless identified from plans or isolation certificates / isolation reports
Transportation of employees to site.	Vehicle accidents/ incidents due to collision or overloading / Spread of corona virus	MVA, injury to personnel, spread of corona virus	5	5	25 High	- Vehicle operators must have driver's license, PDP and medical fitness certificate - Vehicles must be roadworthy - Vehicles used to transport workers must have seats firmly secured and adequate for number of employees to be carried - All vehicles to have onboard sanitizers - Workers to sanitize their hands on entrance to construction vehicles - Workers to practice social distancing while commuting - All contact surfaces (Door handles, steering wheels, gear nobs, rear view mirrors and all controls) to be disinfected regularly - Windows to remain open while commuting - All workers to wear face masks while commuting
		MVA (motor vehicle accidents), death, injury to personnel	5	4	20 High	- Vehicle operators must have driver's license, PDP and medical fitness certificate - Vehicles must be roadworthy

Travel to work site	Driving	Damages, collision with infrastructure and or property. Transport emissions potential air pollution impacts to atmosphere. Resource consumption impacts. Fuel consumption	5	4	20 High	- Vehicle must be maintained as per manufacture's specification - Vehicles must be roadworthy
Preparation of site	Manual handling of heavy material. Ergonomics.	Injury, drop of material and or equipment and muscle strain.	4	4	16 High	- Mechanical use to carry heavy loads is recommended or provision of sufficient work force
Stacking and storage of materials on site.	Temporary storage of equipment and material.	Theft/Loss/Damage to equipment's/property.	4	3	12 Medium	- Materials are to be in a well secured place and security guard must be deployed
	Addition or removal of material from stacking	Injury, collapse of stack.	4	3	12 Medium	- Materials shall be stacked by a competent
Parking and use of heavy equipment's	Use of earth moving equipment.	Injury, collide with employee. Noise level increase, potential impacts upon local communities. Potential complaints	4	4	16 High	- Establishment of parking area - Vehicle must be maintained as per manufacture's specification - Vehicles must be roadworthy - Spill kits/drip trays must be provided - Banksmen shall be deployed
Use of earth moving equipment.	Noise	Noise level increase, potential impacts upon local communities resulting in public complaints and potential legal liability in terms of the Environment Conservation Act, Noise Induced Hearing Loss Regulations RegulationsControl Regulations.	4	4	16 High	- Establish noise zone - Provide PPE - Vehicle must be maintained as per manufacture's specification - Vehicles must be roadworthy - Spill kits/drip trays must be provided
	Dust	Respiratory infections	4	4	16 High	- Construction site must be barricaded with 2m high green/black shaded net to contain dust - Respiratory masks must be used at all times
Use of hazardous chemical substances	Storage/handling and labelling of hazardous substances	Injury, occupational disease or death and environmental pollution	4	3	12 Medium	-All HCS containers must be labelled - HCS must be handled & stored as stipulated in the MSDS - Every HCS must have MSDS

Waste collection and disposal.	Incorrect hazardous waste disposal, resulting in environmental pollution Inadequate disposal of corona virus generated waste	Potential non-compliance to relevant environmental legislation. Potential legal proceedings and litigation. In terms of the Environment Conservation act, regarding the disposal of waste. The National Environmental Management Act, regarding the avoidance of pollution. The National Water Act, regarding the measures taken to prevent water pollution. potential non-compliance to the Hazardous Substances Act as well as Public Health by-laws relating to the disposal of waste.	4	4	16 High	- HCS must be handled & stored as stipulated in the MSDS - ECAct, NEMA, NWAct, HSAct must be adhered to. - Adhere to COVID-19 regulations
Fire control / and Assembly points	The risk of fire is generally ever present on site or to a nearby private property	Injury or death or damages to the farmers property causing major losses	4	4	16 High	- Provision of sufficient fire-fighting equipment - Establish assembly point - Conduct fire/emergency drills
Working under LV/HV lines (existing services)	Overhead lines	Death or electrocution due to electricity. Damages and delays of services to the nearby community	5	4	20 High	- Constant supervision required - Regular site inspections to be conducted - Permit system shall be utilized
Provision of a portable ablution for workers.	Unhygienic	Cholera, Hepatitis, Typhoid fever, Tetanus	5	4	20 High	- Male and female toilets shall be separated with gender identification signage displayed. - Toilets must be kept clean at all times - Waste disposal certificates to be kept in the file
Provision of Eating facilities for workers.	Unhygienic	Cholera, Hepatitis, Typhoid fever, Tetanus Spread of corona virus	5	4	20 High	- PC to construct eating and resting facilities for workers and must be kept clean at all times - All worker facilities to be deep cleaned on regular intervals (door handles, counter tops etc) - Clean water and soap to be made available

Litter picking	Biological hazard.	Broken glass, sharp objects Sharps, used personal waste items Dog faeces Risk of conflict asking public not to drop litter Over filling rubbish sacks	3	3	9 Medium	- Waste bins shall be provided and serviced regularly
Working in fall risk positions.	falls from fall risk positions	Effectiveness of controls to be verified unsafe usage of ladders	5	5	25 High	- No Fall protection plan must be established & adhered to. - Working at fall risk positions procedure shall be developed & adhered to.
Trench work	Trenching left open/un-barricaded within the site	Death, Injury, collapse of trench onto workers.	5	5	25 High	- Open trenches shall be adequately barricaded or backfilled if not attended to. - Trenches must be frequently inspected - Sloping/shoring of trenches must be done when
Use and storage of Flammable liquids	Flammable liquids	Fire or explosions	5	4	20 High	- Flammables shall be store in a well ventilated storage with bunding and under lock & key. - Fire extinguishers shall be kept in close proximity - Prohibition/warning signage must be displayed
Importing material	Transfer from commercial sources or borrow pit. Delivery with heavy duty vehicles.	MVA, damage to third party vehicle, pedestrians or infrastructure.	5	2	10 Medium	- Vehicle must be maintained as per manufacture's specification - Vehicles must be roadworthy - Signage must be displayed
		MVA, injury to third party.	5	2	10 Medium	- Vehicle must be maintained as per manufacture's specification - Vehicles must be roadworthy - Signage must be displayed
		potential impacts upon local communities resulting in public complaints and potential legal liability	3	3	9 Medium	- Borrow pit permit shall be obtained from municipality or local community - Vehicle operators shall adhere to speed limits

Digging excavations deeper than 1 metre using handtools	Underground services	Damages to adjacent existing pipes e.g. water pipes or electric cables	3	3	9 Medium	- PC shall obtain existing service drawings - Constant supervision
		Electrocution from cutting through electricity cables	5	3	15 Medium	- PC shall obtain existing service drawings - Constant supervision
	Unstable excavation walls	Collapse of excavations and injury to employees	5	3	15 Medium	- Open excavations shall be adequately barricaded or backfilled if not attended to. - Excavations must be frequently inspected
Compaction	Vibration	Damage to existing structure	5	4	20 High	- Existing structures shall be inspected & permit issued by a competent person prior to compaction by heavy machinery
		Disturbance to wild animals due to vibration	3	3	9 Medium	- Adhere to environmental management plan
Steel fixing	Handling steel with bare hands	Laceration	3	3	9 Medium	- Hand gloves must be used
	Manual carrying of steel with insufficient work force	Ergonomic stress	3	3	9 Medium	- Provision of sufficient work force or use of mechanical lifting equipment is recommended for heavy loads
Temporary Works/Formwork	Sub-standard formwork/support work	Collapse of formwork/Fatality, Injuries	5	5	25 High	- SABS approved material must be used

	Incompetent erector	Collapse of formwork/fatality, damage to property	5	5	25 High	- Formwork/support work must be erected by a competent person appointed in writing
Ready mix concrete casting	Contractor employees operating chute	Amputation	4	3	12 Medium	- The ready mix truck and its chute shall only be operated by the service provider operator
	Vibration	Ergonomic stress	2	3	6 Medium	- Staff rotation to minimize exposure
	Casting on sub-standard or uninspected formwork	Collapse of support structures/ fatality	5	5	25 High	- Formwork/support work must be erected by a competent person appointed in writing - it must be inspected regularly
Use of ladders	Missing damaged or loose rungs. Cracked, bent and or loose nails or screws. Ladder unstable due to worn hinges and broken missing spreaders. Ladder castors wheels worn, brakes unserviceable and platform damaged. Ladder extension ropes worn or locks broken. Non-slip devices missing or worn. Incorrect positioning of ladder. Wooden ladders are painted and hide defaults. Ladder not identified for inspection.	Falling from an elevated position/injuries	3	3	9 Medium	- Ladders shall be compliant and used as per GSR 13
Use of lifting equipment	Sub-standard lifting equipment/un-serviced equipment	Fall of heavy material	5	3	15 Medium	- The lifting equipment must comply with CR22
Electrical/mechanical installations	Incompetent installer	Electrocution, damage to property	5	5	25 High	- A competent electrical installer registered with the DoL must be appointed in writing to carry out electrical installations

* This is a base-line risk assessment therefore the contractor is not limited to the above identified hazards, risks and control measures. The contractor shall conduct a comprehensive HIRA prior to commencement of construction work.
* Everyone on site shall be informed of risk assessment prior to work commencement.

* Refresher trainings by means of toolbox talks, continuous risk assessments, issue-based risk assessments, DSTI's etc. shall be conducted.

PART C3.5 – SOCIAL & ECONOMIC & WAGE DELIVERABLES

C3.6 SOCIAL AND ECONOMIC DELIVERABLES

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

It is the desire of the Implementing Agent and the Client that Employment Relations practices, procedures and processes that are implemented within the project are uniform and of the highest possible standard. The objective of this approach is to promote an environment that is healthy, safe, efficient, productive, harmonious, is free of disruption and localises opportunities for communities in close proximity to the project. Such an environment will assist Contractors in implementing their projects successfully. All contractors, sub-contractors (including SMMEs) and site service providers within the project have a role and responsibility in achieving this objective, and accordingly, the Main Contractor is wholly responsible in ensuring the provision, implementation and maintenance of the required socio-economic deliverables.

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

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

C3.6.1 Specification Data

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

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

APPENDIX B

COEGA DEVELOPMENT CORPORATION (PTY) LTD

THE COMPLETION OF A SCHOOL BUILDING FACILITY

AT MPOZOLO SENIOR SECONDARY SCHOOL

CONTRACT NO.: CDC/27/25, EMIS Nu.200300780, DoE PNu:P9005986

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

L1.1: Labour Risk Assessment

L1.2: Employment

L1.3: Recruitment

L1.4: Wages

L1.5: Inductions

L1.6: Employment Contracts

L1.7: Labour mobilization and demobilization

Deliverable L2: On-site Project Employment Relations Co-ordination;

Deliverable L3: Employment of the Community Liaison Officer;

Deliverable L4: Provide work opportunities for designated persons;

L4.1: Candidate Professionals

L4.2: Employment Relations Internship

Deliverable L5: Provide experiential work opportunities and training towards trade competencies for designated persons;

Deliverable L6: Procure and manage a training provider to provide specific training for designated persons;

Deliverable L7: HIV/AIDS Awareness – the Contractor shall be responsible for promoting HIV/AIDS Awareness on site;

Deliverable L8: Health and Safety Awareness - the Contractor shall be responsible for promoting Health and Safety on site;

Deliverable L9: The Contractor shall ensure achievement of socio-economic deliverables and compliance to the established labour management protocols on the whole project (inclusive of all sub-contractors), for the full duration of the project;

Deliverable L10: Community participation;

Deliverable L11: On-site communication structures

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

Deliverable L1: **Employment of local resources - Provide employment opportunities to targeted labour.**

L1.1 **LABOUR RISK ASSESSMENT:**

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

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

The risk assessment report is to be submitted by the Contractor to the Principal Agent for the Implementing Agent's review and endorsement, within 14 calendar days of the tender award.

L1.2 **EMPLOYMENT:**

The minimum number of construction personnel to be employed on the project is **30.** This number includes all seconded personnel. The minimum duration for individual employment recognition purposes shall be 6 weeks on-site continuous employment period.

The Contractor is required to provide the anticipated numbers of additional labour required per job title, to be utilised on the construction project. This submission, in the form of the Job Forecast Schedule (Annexure "B1") as provided herewith is a returnable to be included in the tender response.

This submission must be inclusive of the total projected additional labour requirements of all on-site sub-contractors and on-site service providers.

L1.3 **RECRUITMENT:**

The Contractor's deliverable is the minimum of 70% labour employed on the project to be residents of Target Areas 1 & 2 as specified below. The calculation of labour employment is based on man-days worked over the measured period and not headcount. Priority employment must be provided to residents from Target Area 1.

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

The Contractor is required to report on the achievement of the local employment target at each project progress meeting.

In the event the 80% target is not being achieved at any point of the construction duration, and / or the required local skills are claimed by the Contractor not to be available in Target Areas 1 & 2, the Contractor must motivate its assertion, also describing its recruitment efforts, prior to identifying individual labour from Target Area 3 for placement on the Project.

Target Areas:

- **Target Area 1** shall be the Mbashe Local Municipality;
- **Target Area 2** shall be the Amathole District Municipality, excluding Target Area 1;
- **Target Area 3** shall be the geographic area excluding Target Area 2, which falls within the Eastern Cape.

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

L1.4 **WAGES:**

The Contractor shall, at the time of bidding for the contract, complete and return the Project Job & Wage schedule **(Refer Annexure B"2")** to confirm the minimum wage rates to be applied across the different grades/levels on the project as a whole, inclusive of all on site Sub-contractors' and Service Providers' labour. The intention is to promote the application of standard wage rates per job function, across the project.

The rate of pay for General Worker (Task Grade 1) should not be less than the market related rate paid in the area yet may not be less than **R28,79** per hour working day.

Wages shall be paid in arrears into each employee's own bank account. The Contractor shall elect whether such wage payments are affected at monthly or fortnightly intervals, where after uniformity of application shall be effected by the Contractor across the project as a whole, including all sub-contractors and service providers.

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

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

The annual wage rates increases will be affected on the same date, on the first normal payday after 12 months of construction on site, or earlier as required by the Main Contractor, for all hourly-paid construction workers. Such wage rates increases must also be applied at the same time throughout the construction project (i.e. all on-site sub-contractors inclusive).

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

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

L1.5 **INDUCTIONS:**

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

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

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

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

L1.6 **EMPLOYMENT CONTRACTS:**

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

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

L1.7 **LABOUR MOBILISATION & DEMOBILISATION:**

The Contractors must make adequate provision for mobilising and demobilising all personnel employed on the Project.

Deliverable L2: **On-site Project Employment Relations Co-ordination**

L2.1 **EMPLOYMENT RELATIONS CO-ORDINATION**

The Contractor is required to confirm the identity of the site manager responsible for Employment Relations Co-ordination on site with the Principal Agent, prior to the manager fulfilling this responsibility.

This site manager must have sufficient labour management competency to ensure the establishment and retention of labour harmony on site.

Deliverable L3: **Employment of the Community Liaison Officer**

L3.1 **COMMUNITY LIAISON OFFICER APPOINTMENT:**

Immediately prior to site establishment, the Contractor must employ the services of a Community Liaison Officer (CLO).

The shortlisting of appropriate local CLO candidates should require guidance of the Project Social Facilitator, yet the Contractor shall make the final selection decision after receiving the prior written CLO appointment approval of the Implementing Agent. Note that the Social Facilitator is employed by the Implementing Agent.

The CLO shall receive a basic rate of pay not less than **R 7500.00** per month. All statutory requirements/deductions are excluded from this amount. A provision of 27% must be made to cover these items. In addition a year-end 13th cheque must be provided for.

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

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

If, in the event that the contractor terminates the CLO's contract of employment (limited to proven misconduct / poor performance which would normally result in fair termination), the Contractor is required to urgently employ a suitably competent and experienced CLO, within a 2 week period on a full-time basis, for the remaining duration of the Project.

Deliverable L 4: Provide work opportunities for designated persons

L4.1 **CANDIDATE PROFESSIONALS:**

Within one month of contract award, the Contractor shall employ a minimum of two sequential intakes of two candidate professionals for the 18 months for the construction period (i.e. 2 Interns of 18 months duration). The selection and placement of these appropriate candidates shall be in line with the Target Areas identified above. The initial search of appropriate candidates shall be made from the Central Job Seekers' Database managed by the Implementing Agent.

The Candidates per recommended group could be as detailed here below:

- 1 x Building Management;
- 1 x Quantity Surveyors;

The objective is to assist those candidate technical professionals to obtained professional registration with the appropriate body during the course of the construction project.

With the exception of the stipends cost, all costs associated with the internship, including the provision of work tools, facilities and professional registration is a pricable item for which the Contractor must tender.

The designated persons must be placed on site and will be paid a monthly stipend of **R 7500.00** per month by the Contractor. All statutory requirements / deductions adding to the cost of employment are excluded from this amount. A provision of an additional 27% must be made to cover these items.

The stipend costs and other associated costs shall be for the Contractor's account and the Contractor must tender accordingly, and should be clearly stipulated in the tender submission.

Deliverable L 5: **Provide experiential work opportunities and training towards trade competencies for designated persons**

L5.1 **TECHNICAL TRAINING:**

The Contractor must make provision for the training of 10 candidates for Technical Training, to benefit of local labour from Target Areas 1 & 2.

The accredited construction training courses are typically of 20 days duration and cover the following trades: Bricklaying and Painting.

The cost estimate per course per day must be priced at R500.00

Additionally, a Learner stipend must be paid to all Learners of R 100.00 per person per learning day.

The Contractor shall employ all learners participating in the training, after the individual's successful completion of the theoretical component of the training.

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

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

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

Approval to commencement with the technical training programme shall be based on the submission of a proposal made by the contractor for the approval decision of the Principal Agent.

All technical training shall be recorded on the Ncedo Labour Management System by the Labour Desk.

Deliverable L6: **Procure and manage a training provider/s to provide specific training for designated persons.**

L6.1 **WORK READINESS AND LIFE SKILLS TRAINING**

The Contractor must tender for Work Readiness and Life Skills Training to benefit non-seconded labour.

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

All costs of tuition, venue and trainee refreshments must be provided for.

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

- First Aid – 1 people to be trained (two-day course);
- Construction hand tools – 30 people to be trained (half day course)
- Personal Finance – 30 people to be trained (half day course)

The cost estimate per course per day must be priced at R500.

The Contractor must interact with the Implementing Agent on the proposed programme to deliver the Work Readiness and Life Skills training aspects.

Approval to commence with the Work Readiness training programme shall be based on the submission of a written proposal which shall be approved by the Principal Agent.

All Work Readiness training shall be recorded on the Ncedo Labour Management System by the Social Facilitator.

Deliverable L7: **Promote HIV/AIDS Awareness on site**

L7.1 **HIV/AIDS AWARENESS TRAINING:**

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

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

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

The Contractor must tender accordingly, the costs of which should be clearly stipulated in the tender submission.

Deliverable L8: **Promote Health and Safety Awareness on site**

L8.1 **HEALTH AND SAFETY AWARENESS TRAINING:**

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

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

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

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

The Contractor must tender accordingly, the costs of which should be clearly stipulated in the tender submission.

Deliverable L9: **The contractor shall ensure achievement of Socio-economic deliverables and compliance to the established labour management protocols on the whole project, for the full duration of the project;**

The Contractor shall undergo a Socio-economic Specification detailed clarification meeting with the Implementing Agent, prior to site establishment. The Contractor's appointed Employment Relations Co-ordinator and the Contractor's most senior Site Manager are required to be present.

L9.1 **COMPLIANCE AUDITING AND NON-ACHIEVEMENT**:

The Implementing Agent appointed Social Facilitator shall monitor adherence to the labour protocols prescribed above.

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

Deliverable L10: **Community participation**

L10.1 **COMMUNITY ENGAGEMENT OBLIGATION**

The Contractor shall ensure labour and community harmony on the project site and in the surrounding community. The Contractor shall participate in all community engagement activities where appropriate to promote the successful early completion of the Project.

The Implementing Agent appointed Social Facilitator shall establish the Project Support Committee (PSC) prior to construction commencement. The CLO and the Contractor's most senior site manager are required to participate in the regular scheduled PSC meetings. The Terms of Reference for the PSC will be established prior to electing community / stakeholder participants.

The Contractor shall tender accordingly.

Deliverable L11: **On-Site communication structures**

L11.1 **ON-SITE COMMUNICATION**

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

The Contractor shall tender accordingly.

C3.5 CONTRACT No. CDC/27/25 – MPOZOLO SENIOR SECONDARY SCHOOL

WAGE RATES: CIVIL ENGINEERING, BUILDING AND ELECTRICAL CONSTRUCTION INDUSTRY JOB CATEGORY STRUCTURE

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Unskilled	Task Grade A	General Worker	General Worker	
Semi-skilled	Task Grade B	Artisan Aid	Artisan Aid	
		Construction Hand Grade IV	Structures Construction Hand	
			Premix Paving Checker	
			Steel Bending Machine Operator	
			Civil Construction Bricklayer Grade II	
		Operator Grade V	Boom Scraper Operator	
			Pedestrian Roller Operator	
			Piling Auger Machine Operator	
		Checker	Checker	
		Chainman	Chainman	
Semi-skilled	Task Grade C	Construction Hand Grade III	Shutter hand Grade III	
			Concrete Hand Grade II	
		Operator Grade IV	Track Rig Operator (general)	
			Bore Pile Operator	
			Continuous Flight Auger Operator	
			Drilling Supervisor	
		Site Support	Junior Clerk	

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

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Semi-skilled	Other (specify)	Other (specify)	Other (specify)	
Skilled	Task Grade E	Construction Hand Grade 1	Shutter hand Grade I	
			Reinforcing Hand Grade I	
			Pipe layer Grade I	
			Kerb layer Grade I	
			Civil Construction Bricklayer Grade I	
		Operator Grade II	Mobile Crane Operator	
			Screed Operator	
			Scraper Operator	
		Driver Grade I	Heavy Duty Driver (articulated)	
			Extra Heavy Duty Driver (articulated)	
		Site Support	Assistant surveyor	
		Building skills	Journeyman's assistant	
			Heavy Duty driver (Code 10)	
			Crane Operator	
			Machine Minder and Sawyer	
			Mechanical Handling Equipment Driver	

		Electrical Construction	Electrical Construction Operator	

Skill Level	Grade	Occupational Group	Job Title	Project Wage Rate (Hourly)
Skilled	Task Grade F	Building Skills	Artisan/Journeyman	
		Electrical Construction	Electrical Tester for single phase	
			Artisan Unlicensed	
		Operator Grade I	Grader Operator (final level)	
Skilled	Task Grade G	Building Skills	Artisan journeyman with N2	
		Electrical Construction	Installation Electrician	
			Supervisor Grade II; Plant Serviceman	
Skilled	Task Grade H	Electrical Construction	Master Installation Electrician	
			Supervisor Grade I	
Skilled	Task Grade I	Artisan	Diesel Mechanic, Fitter & Turner, Auto Electrician, Boilermaker, Welder.	
Skilled	Other (specify)	Other (specify)	Other (specify)	

This wage rates schedule will be increased after 12 months of commencing construction, per the Socio-Economic specification.

PART C3.6 – SMME SPECIFICATIONS

COEGA DEVELOPMENT CORPORATION

SMME SPECIFICATION

SMME UNIT

26 March 2025

DOCUMENT INFORMATION SHEET

Title of Document	:	SMME SPECIFICATION
Type of Document	:	SPECIFICATION FOR THE EMPLOYMENT OF SMME SUB-CONTRACTORS
Document Number	:	SES 003 -2025
Prepared by	:	SMME UNIT TECHNICAL TEAM
Typed by	:	Bernice Brefo
Business Unit	:	SMME UNIT
Prepared for	:	CDC SEZ AND EXTERNAL PROGRAMMES
Date of Issue	:	26 March 2025

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DOCUMENT CONTROL SHEET

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

PROJECT NAME	:	*COEGA INDUSTRIAL DEVELOPMENT SEZ AND EXTERNAL PROGRAMMES*
DOCUMENT TITLE	:	*SPECIFICATION FOR THE EMPLOYMENT OF SMME SUB-CONTRACTORS*
DOCUMENT No.	:	*SES 003 - 2025*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 2013	**Name:** Thandile Jack	**Name:** Christo Beukes	**Name:** Sicelo Kubashe
	Signature:	**Signature:**	**Signature:**

Revision	**Prepared by**	**Reviewed by**	**Approved by**
Date: July 2013	**Name:** Lamla Fihla	**Name:** Ziyanda Kaleni	**Name**: Sicelo Kubashe
	Signature:	**Signature:**	**Signature:**
Date: March 2014	**Name:** Lamla Fihla	**Name:** Moroke Nteene	**Name**: Andile Ntloko
	Signature:	**Signature:**	**Signature:**
Date: March 2015	**Name:** Lamla Fihla	**Name:** Christo Beukes	**Name**: Andile Ntloko
	Signature:	**Signature:**	**Signature:**

REVISION	Name: Bernice Brefo (Team Leader)	Name: Ziyanda Kaleni	Name: Unathi Maholwana
Date: **26 March 2025**	Signature: Digitally Signed by: **Bernice Brefo** *SMME Technical Manager* **24a9f806-9356-4e37-b645-46dd37e3484b** IP Address: 10.0.30.209 Date: 2025/03/26 10:21:58 AM 2025-03-26 10:21:58	Signature: Ziyanda Kaleni-Mnyande | a9a75d81-a080-47b0-8d4f-a3009c68a966 | 2025/03/27 9:3 2025-03-27 09:30:29	Signature: Digitally Signed by: **Unathi Maholwana** *Programme Manager* **6950ceae-5b0b-46d1-80fc-26d0b7a22f33** IP Address: 10.0.56.16 Date: 2025/03/27 10:50:16 AM 2025-03-27 10:50:16

Distribution:	***CDC***

SMME SPECIFICATION

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ACRONYMS

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

D1 INTRODUCTION

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

D2 APPLICABLE DOCUMENTATION

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

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

D3 APPLICABLE FORMS

These forms are applicable for implementation of this Specification:

Procurement/ Phase 1

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

Monthly Reporting/Phase 2
(c) **SMME 005** SMME Manager Monthly Report – SMME SED

Close Out/Phase 3
(d) **SMME 006** SMME Certificate of Experience

D4. THE SCOPE

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

D5. THE DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

"**Specification**" means this document containing the CDC's specifications for the utilisation of SMMEs on all CDC projects;

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

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

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

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

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

D6. EMPLOYMENT OF SMMEs

D6.1 SMME Targets

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

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

D6.2 Definition of SMME

A **SMME** is defined as follows:

(a) A targeted enterprise;

(b) A business concern operating in any business sector and which complies with the qualitative and quantitative criteria outlined in the Schedule contained in the National Small Business Act (Act No. 102 of 1996);

(c) An entity which must have an active registration status with the **CIDB**, targeted CIDB Grade designations 1 to 6;

(d) An entity which must be at least 51% black-owned and managed**, and**

(e) A local entity. Depending on where the site of the CDC project is located, then locality will be judged on a sliding scale, with the **immediate local municipality preferred, followed by the district municipality and then the Province in which the project is located.** .

D6.3 Targeted SMME Participation

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

(a) Built Environment Works; and

(b) Specialist service providers (e.g. Mechanical, HVAC, Structural Steel, Electrical etc.).

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

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

D6.4 Contracting Process

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

(a) The Principal Contractor must undertake the following tasks in approximately the order given below:

(i) Complete and submit the schedule of work(s) to be performed by SMME(s) using form **SMME 003A and B** (attached under Appendix A) which is to be directly submitted to the SMME Unit by the SMME Construction Mentor when the Principal Contractor submits the detailed construction programme as per the letter of appointment or award.

(ii) Start and complete the tender or quotation process in consultation with the MT.

(iii) Submit to the SMME Unit the subcontract agreement for review before signing with the SMME.

(iv) Sign a subcontract agreement for each work activity with the successful SMMEs;

(v) Mentor and monitor the SMME Subcontractors and their work output and quality;

(vi) Issue a Certificate of Experience to each Subcontractor;

(vii) Go through the tender and appointment phase for replacement SMMEs in the event of termination of an SMME Subcontractor due to failure by them to perform.

(b) Before the SMME tender phase, the Principal Contractor in consultation with the SMME Unit, shall be responsible for identifying:

(i) the scope and extent of the works to be included in any particular SMME subcontract

(ii) the total number of subcontracts to be used;

(iii) the time at which subcontracts will be used; and

(iv) the duration of the subcontract;

(c) in such a manner as will facilitate the achievement of all objectives and principles pertaining to SMMEs use and development as are stated in or as may reasonably be inferred from the conditions of this Specification, due cognisance being taken of:

(i) the training and assistance to be provided to the SMMEs in terms of this Specification;

(ii) the period allowed in the Appendix to Tender for completion of the contract works in accordance the approved detailed programme of works

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

D7 IDENTIFICATION OF SMME's TO PARTICIPATE AS SMME SUBCONTRACTORS

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

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

D7.1 The Principal Contractor must request a list of SMMEs from the SMME Unit Office using form **SMME 003 and 004** attached as **Appendix B**.

D7.2 Within two working days, the SMME Unit will forward the list of SMMEs with their contact person, numbers, and CIDB grades. The Principal Contractor will only invite SMMEs on the list. Any problems encountered during invitation should be reported back to the SMME Unit or the MT before the Site Inspection Meeting (sometimes referred to as the Mandatory meeting).

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

D8.1 Tender Stage

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

D8.2 Construction Stage

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

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

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

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

D9. TENDER PROCESS FOR SMME's

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

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

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

D9.1 Tender invitation

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

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

D9.2 Compilation and issue of tender documents

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

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

D9.3 Facilitate a Mandatory Briefing Session

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

D9.4 Assistance to the SMMEs

(a) The Principal Contractor shall be responsible for ensuring that prospective SMME tenderers fully comprehend the:

(i) Implications of the liabilities and responsibilities inherent in the particular basic level of subcontract applicable;
(ii) Implications of the tendered rates;
(iii) Scope and extent of the portion of the works included in the subcontract;
(iv) Proper procedures for the submission of the tenders;
(v) Procedures and basis on which tenders will be adjudicated and the subcontracts awarded.

(b) The Principal Contractor shall, in addition to the requirements of the relevant sub clause of the applicable form of contract, teach, guide, assist and mentor all eligible SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Principal Contractor shall:

(i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognisance being taken of the capability which could reasonably be expected of potential SMMEs eligible to submit tenders for the particular level of subcontract applicable;

(ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender;

(iii) be given in a manner which does not unfairly prejudice or favour any particular eligible party wishing to submit a tender,

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

D9.5 Adjudication

(a) The Principal Contractor shall receive all tenders at the construction site location identified by it with all sealed tender submissions to be placed in a proper tender box to be provided by the Principal Contractor for this purpose. A submission register is to be maintained by the Principal Contractor for all tenders received.

(b) All tenders received shall be evaluated by the Principal Contractor and MT for final approval. The draft tender evaluation must be sent to the MT members 2 working days prior to the MT meeting for comments and perusal in order to finalize the evaluation before the meeting. The format of the tender valuation must be acceptable to the MT and be agreed upon at the first MT meeting.

(c) The SMME Unit shall have the right to interview any tenderer for the purpose of:

(i) clarifying any aspect of the tender;

(ii) verifying the eligibility of the tenderer;

(iii) conduct a rate breakdown exercise to clarifying rates and prices

(d) The Principal Contractor shall provide all reasonable opportunity to such tenderers who have been interviewed, to correct obvious and patent errors, provided always that this can be achieved without altering the total tendered sum.

(e) After the award, the CDC reserves the right to review the transparency of the Principal Contractor's SMME subcontracting and award process.

D9.6 Award of Tenders

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

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

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

- (a) Compilation and maintenance of the Occupational Health, Safety and Environmental File and compliance with Construction Regulations by a CHS Officer (CHSO) registered with the South African Council for the Project Management Professions – 2 days,

(b) Setting up and Maintaining Cash Flow, Construction Programme and Method Statement – 2 Days ,

(c) Setting up and Maintaining Quality Management Plan and Risk Register – 1 Day,

(d) Basic Conditions of Contract of the relevant contract and setting up short term contracts for labour as per the main contract – 2 Days,

(e) Balancing of Bill of Quantities, Financial Control and Management – 2 Days,

(f) Site Administration – Principal Contractor shall provide for each SMME a daily site diary, A4 triplicate book for recording site instructions and a measurement book, train to complete and update – 1 Day;

(g) Technical Training - Interpretation of Technical Drawings, Setting Out and General -2 Days;

(h) Weekly Report Writing – 1 Day;

(i) Methods of Measuring Resource Productivity – 1 Day,

(j) Measurement of Work Done, Interim Payment Certificate and Compilation – 1Day, and

(k) Dispute Avoidance and Resolution Procedures – 1 Day.

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

D10. TERMS AND CONDITIONS OF SUBCONTRACT AGREEMENTS

D10.1 Contractual Obligations

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

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

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

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

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

D10.2 Compilation

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

In addition, each subcontract agreement shall be subject to the approval of the SMME Unit, which approval shall be obtained by the Principal Contractor prior to entering into the subcontract.
The Principal Contractor may not enter into any subcontract that contains terms more onerous or disproportionate to the risks inherent in the main contract for the Principal Contractor. The Principal Contractor is required to use a standard form of subcontract and follow recommended practice contained in the CIDB Best Practice Guideline #D1 March 2004 Edition 1 of CIDB Document 1012, or as later amended, where not in conflict with this Specification.

D11. CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs

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

(a) **Materials Management:** This includes, assisting the SMME Sub-contractors in planning their material's requirements per stage, ordering the correct materials, preventing over usage (wastage) and under usage of required materials and ensuring that the Material's suppliers invoice the correct materials and ensuring the effective integration with the Materials supplier;

(b) **Cost Management:** This includes, assisting the SMME Sub-contractors in invoicing correctly to the Principal Contractor, ensuring that the correct amount for the materials is reflected on the invoice and ensuring that all labour is invoiced and paid accordingly;

(c) **Contract Management:** This includes hands-on practical effective construction contract management and administration to SMMEs to take them through step by step analysis of the entire project life cycle and contract administration tasks and equip them with the skills they need to determine risks associated with each stage of the life cycle. Use practical advice that will show them how to avoid problems and how to approach dispute resolution for optimum results;

(d) **Health & Safety Management:** This includes training the SMME Sub-contractor in compiling the Occupational Health and Safety File, ensuring that the SMME Sub-contractors are compliant, in the form of PPE, Safety registers, updating of files and general site safety. The Principal Contractor will mentor and assist SMMEs on the induction of labour;

(e) **Quality Management:** This includes, creating templates for quality management, to be approved by the Engineer/Principal Agent, and ensuring that the SMME Sub-contractors build to the required quality standards as per specifications;

(f) **Communication Management:** This includes, attending all site meetings and the effective contract management between the Principal Contractor, CDC Project Manager/SMME Unit, Principal Agent, construction labour, materials supplier and the community; all site instructions to SMMEs should be written in the site instruction book. All SMMEs are to communicate through the SMME Construction Mentor on-site to the Main Contractor, failing which communication can be through the CDC SMME Unit and

(g) **Handover Documentation Facilitation**: This includes, ensuring that all the necessary handover documentation is in place prior to the handing over of houses to the beneficiaries. These may include but not limited to NHBRC requirements, Department's requirement etc.

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

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

D11.1 Guide, Assist and Mentor SMMEs

(a) 1. SMME Construction Mentor for the SMME Subcontractors

The CV of the SMME Construction Mentor is to be submitted at tender stage together with those of proposed key personnel. The Principal Contractor shall, guide, assist and mentor all eligible potential SMMEs wishing to submit tenders, in the proper completion and submission of their particular tenders, including calculation and guidance on rates. The CV of the SMME Construction Mentor is to be reviewed and approved by the CDC SMME Unit.

The Principal Contractor will conduct a compulsory tendering training workshop, provide a venue, study material and allow a period of two (2) days (16 hours) for the training of the prospective SMMEs by a Senior Quantity Surveyor and/or Senior Estimator with ten (10) or more years' experience on Pricing Built Environment Tenders/Bids. Training will comprise but not limited of the following: Mandatory and Compliance requirements, Pricing in relation to the Contract Package Specification, Resource requirements, Completion of Tender Document, Wage Schedule and Occupational Health and Safety Requirements. All costs for providing these services are also deemed included into the tender price.

The Principal Contractor shall employ an SMME Construction Mentor, on a full-time basis, who must attend at site for the duration of the contract. The minimum requirements for this appointment are as follows:

(a) An accredited National (Higher) Diploma and/or B-Tech/BSc qualification in the Built Environment field of study with a minimum of five (5) or more years' relevant post-graduate construction practical experience and experience in managing subcontractors;

(b) have a minimum of five (5) or more years in the built environment and experience in the areas identified under D11 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTED SMMEs;

(c) shall be registered with a professional body in the built environment as a professional and/or as a candidate;

(d) the ability to transfer skills and assess an SMME's capabilities;

(e) competence in construction contract administration and dispute resolution;

(f) competence in commercial aspects of construction contracting; and

(g) Competence in construction project management activities.

2. The Principal Contractor is to provide for the SMME Construction Mentor with the following:

(a) Adequate office space fully equipped for him/her to conduct the management of SMMEs on the contract (office desk, chairs, whiteboard, cabinet for filing, etc.) a landline telephone and must be able to accommodate the CDC SMME Representative/s for the duration of the contract. The office must meet the following minimum standards external dimensions 6058 x 2438 x 2850 mm, elevated panels, two number plugs, 80 mm thermal insulation of walls, have air condition unit, PVC Windows 1800 x 1135 with roller shutter, PVC floor covering with increased resistance to abrasion +120 mm on the wall, steel door and standard raster lamp 4 x 18W;

(b) all stationary as required and a laptop (Intel Core i3, 4 GB RAM, 250 GB hard drive, Wireless, Bluetooth (Built in, not dongle), DVD-RW drive, 15.4" display, USB Keyboard and Mouse, Carry bag, Additional charger, 3 year warranty, SABS Approved and the Principal Contractor is responsible to ensure that all power plugs are 3 prong connections) with all the required software for him/her to conduct his/her duties and internet connectivity to send and receive emails;

(c) A digital camera of a 22.3 megapixel resolution coming from a full frame CMOS sensor. It also incorporates the DIGIC 5+ image process. The camera should have a 61-point AF module and a wide ISO range from 100 to 25,600, which is further expandable to 102,400. Must be able to add the time, date and geo-tagging to the photo metadata;

(d) a copy of the contract document and a set of drawings (updated with the latest revision/s as and when issued) for the contract and a printer and/or photocopying machine (Standard functions - Copy, Email, Fax, Print, Scan; Print speed- up to 29 ppm; Connectivity- 10/100BaseT Ethernet, High-Speed USB 2.0, Wi-Fi b/g/n; Duty cycle - Up to 30,000 images/month; Maximum print resolution- 600 x 600 dpi (up to 4800 x 600 enhanced image quality); and

(e) the soft and/or printed copy of the updated/latest revision of the detailed construction programme for the contract and complete plan of procuring SMMEs on the following forms SMME 003 and 004.

The SMME Construction Mentor will manage the SMMEs and report monthly on progress of each SMME to the MT using SMME 005 form. Such SMME Construction Mentor must be adequately experienced with SMME work(s) and the development thereof and will be subject to the approval of the CDC. The SMME Construction Mentor will render full-time on site assistance to and mentor the SMMEs and such assistance, guidance and mentoring by the Principal Contractor's SMME Construction Mentor shall:

(i) be given at a level and to the extent which is commensurate with the particular basic level of subcontract applicable, due cognizance being taken of the capability which could reasonably be expected of potential SMMEs eligible to execute works for the particular level of subcontract applicable;

(ii) be given in a manner which does not unfairly prejudice or favour any particular eligible party working on the same site;

(iii) Identify the gaps in capacity of SMMEs and propose the required training and/or relevant intervention;

(iv) where a training gap has been identified the SMME Construction Mentor together with the SMME Unit will arrange for the SMME to attend the required training and ensure that it does not delay the progress on site;

(v) complete all the required SMME and Log Book Forms for each SMME Monthly;

(vi) Adjudicate the SMME tenders and prepare the adjudication report;

(vii) Present the Adjudication report to the MT;

(viii) Assist the SMMEs in preparing Implementation plans for their packages and the required documentation to implement the package / project;

(ix) Assist the SMMEs in measurements and preparation of payment certificates together with the Principal Contractors Quantity Surveyor on site;

(x) Monitor the performance of emerging enterprises and update the logbook;

(xi) Prepare the final payment certificates and certificate of experience for the SMMEs on completion of the awarded package;continuous monitoring of the quality of work of the SMME and providing support where required, taking measurements and samples on site to make sure that the SMME work and the materials meet the specifications and quality standards;

(xii) negotiate and/or arrange for purchase of materials and payment terms on behalf of the SMMEs, no contra charges are to be applied and the SMME is to be invoiced for materials purchased and must have created value for money; and

(xiii) maintain the program of the subcontract, ensure continuous monitoring and implementation of necessary interventions.

(xiv) SMME mentor to advise each SMME of key personnel required on their work, how many labourers are required, what plant is required and at what stage. SMME mentor with the Site Manager set daily production targets for all SMMEs on site, to ensure that they complete their work on time and they are making profit. SMME mentor to invite each SMME Technical personnel with a director and do a daily costing calculation for them to see if the make money or not.

(xv) Notify each SMME that is not reaching their daily production plan, request recovery plan or assist and advise them to create recovery plan. Also elaborate very early in the project the repercussions of them defaulting i.e., penalties or them losing their profits for prolonging their work.

(xvi) The principal contractor and Project Manager through SMME mentor or SMME Manager must share any Variation Order occurred in the project and share that work with appointed SMME; s through SMME management processes to ensure fairness and transparency in the project.

The SMME Construction Mentor will guide, assist and mentor the SMME Subcontractors throughout the Contract using SMME 005 to report on performance of the SMME on monthly basis. On completion, the SMME Construction Mentor will issue a Certificate of Completion within seven days after the final completion (form **SMME 006)**.

(b) Quality of work and performance of the SMME Subcontractor

The SMME Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Principal Contractor to address and rectify the issues raised by the Principal Contractor, with the exception of points (d) and (e) of clause D11.3, for which the rectification time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor to terminate the Contract provided the MT is satisfied that the Principal Contractor has made every effort to correct the performance by the SMME Subcontractor. The MT will establish a 'change control procedure' for the process of making changes to subcontracts and the work thereof as the contract proceeds.

(c) Training

The SMME Contractors registered in the CDC Database will be assessed in order to identify areas that require intervention and develop a growth plan for the SMME Contractor. Any deficiencies or specific skills that can be addressed during construction stage, the Principal Contractor shall provide such training or skills transfer. The provisional sum will be allowed for under the relevant item in the bill of quantities. It is deemed that the Principal Contractor has allowed for all training requirements to accommodate SMMEs included in the mark-up provision.

The schedule of training requirements for the SMME contractor shall be forwarded to Principal Contractor, using form SMME008 and the Principal Contractor will be required to provide a method statement schedule to address the identified deficiencies. The accredited training provided by the service provider to the SMMEs will include but not limited to:- Project Management, Occupational Health and Safety – Construction Regulations , Resource Productivity, Business Administration, Financial Management, etc. The provisional sum amount will fund the accredited training and training will be done in conjunction with the training and development manager at the CDC SMME Unit.

(d) Reporting

SMME Reporting forms shall form part of the monthly interim payment certificates of the Principal Contractor and failure to submit the required forms and monthly mentorship report will result in the payment certificate being rejected by the CDC.

Form code	**Description**	**Reporting**
SMME 003A	SMME Package schedule - Provisional Amount	35% to be completed once off beginning of contract
SMME 003B	SMME Package schedule - PMT identified	35% to be completed once off beginning of contract
SMME 004	SMME Request form	Request for SMME Names for Packages
SMME 006	Certificate of experience	Completion of Project
SMME 009	Declaration form	Monthly

D11.2 Dispute Avoidance and Resolution Procedures

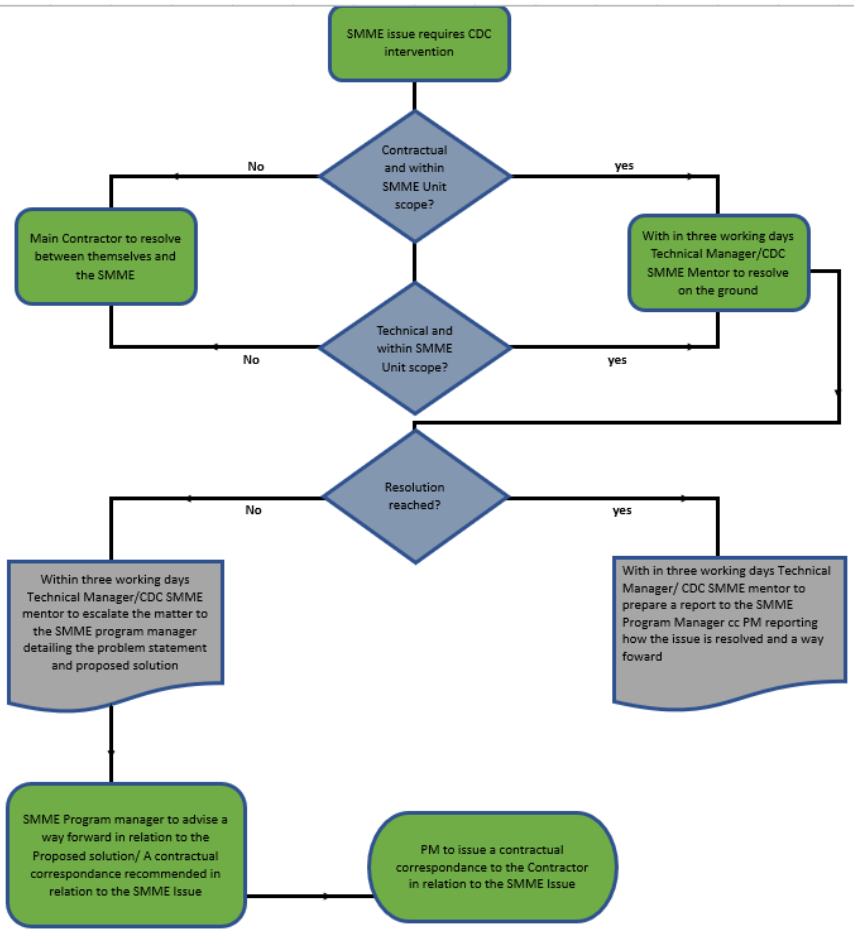
The Principal Contractor shall at all times:

(a) apply the terms and conditions of the subcontract fairly and justly, taking due cognisance of the level of sophistication and experience of the particular SMME concerned, as well as the level of subcontract applicable;

(b) closely manage and supervise all SMMEs and wherever feasible, shall give reasonable warning to SMMEs when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Principal Contractor shall, whenever feasible, give the SMMEs reasonable opportunity to make good any such contravention or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Principal Contractor shall explain fully to the SMMEs that such actions are provided for in the subcontract. If any dispute should arise between the Principal Contractor and a SMME such dispute shall be resolved in accordance with the provisions of the subcontract.

Below is a process flow with respect to dispute resolution where an SMME issue is encountered within the contract:



D11.3 Quality of Work and Performance of the SMME

If the SMME, in the opinion of the Principal Contractor, fails to comply with the criteria as listed below, the Engineer/Principal Agent shall issue a written warning to the Principal Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Client. These criteria are as follows:

(a) Acceptable standard of works as set out in the specifications in the subcontract tender document
(b) Progress in accordance with the time constraints in the SMME's tender document
(c) Punctual and full payment of the workforce and suppliers
(d) Site safety
(e) Environmental impacts.

The Subcontractor shall have 14 days from the date of receipt of the letter of warning by the Principal Contractor to satisfactorily address the issues raised by the Contractor, with the exception of point (d), for which the response time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor to terminate the contract provided the SMME Unit is satisfied that the Principal Contractor has made every effort to correct the performance by the SMME.

D11.4 Payment to SMMEs

The following payment conditions shall form part of the Sub Contract Agreement entered into between the Principal Contractor and SMME:

(a) The Principal Contractor shall draw up a schedule with dates of measuring/certifying works, submitting invoices and payment dates. This schedule is to be issued to the CDC Project Manager, SMME Unit, SMME Mentor and awarded SMME's;

(b) The main contractor will pay all SMME subcontractors appointed directly once certified by the Project Quantity Surveyor.

(c) The Principal Contractor must instruct the SMME subcontractors to submit their payment certification or claim monthly in line with the requirements of the contract between the CDC and the Principal Contractor to ensure that their claims are processed and paid by the main contractor timeously.

D12. PRINCIPAL CONTRACTOR'S DUTIES UPON COMPLETION OF EACH SMME PACKAGE

The Principal Contractor shall, on completion of each and every subcontract completed in accordance with the provisions of this Specification, issue free of charge to the SMME within 7 days of the completion of the subcontract, a Certificate of Experience on a single A4 page stating:

(a) Contract data:

(i) Contract title;
(ii) Contractor's full name and address;
(iii) Principal agent's name and address;

(b) Subcontract data:

(i) SMME name and address;
(ii) Scope or extent of the subcontract works;
(iii) Value of the subcontract works;
(iv) Applicable level of the subcontract;
(v) Duration of the subcontract;
(vi) Date of completion of the subcontract; and
(vii) Description of the training undergone by the SMME;

(c) Certifying the SMMEs completion of the subcontract.

SMME 006 form provides the format, layout and appearance of certificates to be issued but the Principal Contractor may suggest revision to MT for approval which shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Principal Agent/Consulting Engineer and a senior representative of the Principal Contractor, who has been duly authorised thereto.

D13. CONTRACTOR'S LIABILITY

D13.1 No provision or requirement set out in this Specification shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract between the CDC and the Principal Contractor, and the Principal Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

D14. PERFORMANCE GUARANTEE

D14.1 No provision or requirement set out in this specification shall be deemed to relieve the Principal Contractor of any liability or obligation under the contract, and in accordance with the provisions of the relevant clause of the applicable form of contract, the Principal Contractor shall be fully liable for the acts, defaults and neglects of any SMMEs, his agents or employees, as fully as if they were the acts, defaults and neglects of the Principal Contractor, his agents or employees.

Any failure or neglect by the Principal Contractor to comply with the provision of the specifications, or any omission or neglect by the Principal Contractor in adhering to or applying the principles as are described and inherent in the specifications, shall be deemed to constitute a warrant for the Principal Agent/ Consulting Engineer to act in terms of relevant clause of the applicable form of contract.

SMMEs will be required to produce a Performance guarantee in line with the value of the subcontract work as follows:

0 to R2, 000,000 - 0%;

R2, 000,001 to R4, 000,000 - shall be 2.5%;

R4, 000,001 and higher - shall be 5%;

Where such guarantees are provided by SMME subcontractors the return of same will be related to the time when the work carried out by the SMME subcontractor is complete to the satisfaction of the Principal Contractor and the Principal Agent/ Consulting Engineer.

D15. RETENTION

D15.1 Fifty Percent Retention on SMME subcontractors excluding VAT, will be released half on practical completion and balance on final completion as follows:

Special Condition: Retention on subcontractors, whose subcontract value is less than R 1 000 000.00 (One Million Rand), will be released 3 months after the subcontract work carried out by the subcontractor is complete to the satisfaction of the Principal Contractor.

D16. MEASUREMENT AND PAYMENT

The price tendered will be deemed to include all incidentals by the Principal Contractor to comply with the conditions of this specification. No other claims will be entertained should SMMEs negatively affect the contract works in any way, and the Principal Contractor shall be deemed to have included such effects in the handling cost percentage for the different SMME work packages above.

D17. SUBCONTRACTING BY SUBCONTRATORS

The Principal Contractor is not to permit SMME subcontractors to further subcontract on any other conditions than those applying in the project specification to subcontractors or SMME subcontractors.

D18 JOINT VENTURING & CONSORTIUM

The SMME sub-contractors are not permitted to enter into Joint Ventures or form a consortium with other SMME(s) sub-contractors.

D19 REPEAT APPOINTMENTS

The SMME shall be afforded a maximum of two active packages on **ONE** particular CIDB Grade and shall not be considered for any further works until they've provided proof to the SMME Unit of upgrading with CIDB.

This will only apply to SMMEs that have successfully completed their packages within the specified time, achieved the desired quality and adhered to all contractual obligations.

The CDC SMME Unit has the right through the MT to query any or all of the recommendations of the Principal Contractor. Once the MT is satisfied with the recommendations of the Principal Contractor, it reserves the right approve or reject the repeat appointment.

This is to ensure the spread of work, mitigation of risk and realisation of the developmental objectives.

Acknowledgement of SMME Specification	Principal Contractor Representative	CDC Project Manager	Principal Agent
Date:	**Name:**	**Name:**	**Name:**
	Signature:	**Signature:**	**Signature:**

PART C3.7 – HIV AIDS SPECIFICATION

DEPARTMENT OF PUBLIC WORKS

HIV/AIDS

SPECIFICATION

OCTOBER 2004

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

1 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

- Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers
- Informing Workers of their rights with regard to HIV/AIDS in the workplace
- Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all

2.2 Abbreviations

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

3 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project

- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, *e.g.* three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

3.1 The nature of the disease;

3.2 How it is transmitted;

3.3 Safe sexual behaviour;

3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;

3.5 Attitudes towards other people with HIV/AIDS;

3.6 Rights of the Worker in the workplace;

3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;

3.8 How the Service Provider will support the Awareness Champion;

3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;

3.10 How the workshops will be presented, including frequency and duration;

3.11 How the workshops will fit in with the construction programme;

3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;

3.13 How the video will be used;

3.14 How the Service Provider will elicit maximum participation from the Workers;

3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at

workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

4.2 **Recommended practice**

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection

3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

4.3 Displaying of plastic laminated posters and distribution of information booklets

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of

Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

5 PROVIDING WORKERS WITH ACCESS TO CONDOMS

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds

6 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

7.1 Liasing with the Service Provider on organising awareness workshops;

7.2 Filling condom dispensers and monitoring condom distribution;

7.3 Handing out information booklets;

7.4 Placing and maintaining posters

8 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract

PART C3.8 – STANDARD ENVIRONMENTAL SPECIFICATION/ASBESTOS REPORT

Specification:

ENVIRONMENTAL SPECIFICATION FOR CONSTRUCTION OF MPOZOLO SSS

CDC/27/25

Specification Nº

CDC-SBU-SPC-004-25

Classification: Public

10 February 2025

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

PROJECT NAME : *CONSTRUCTION OF MPOZOLO SSS*

DOCUMENT TITLE : *ENVIRONMENTAL SPECIFICATION*

DOCUMENT No. : *CDC-SBU-SPC-004-25*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	**Prepared by**	**Reviewed by**	**Approved by**
Date:	Name: **N. Mdikane**	Name: **S. Mabi**	Name: **N. Mdikane**
10.02.2025	Signature:	Signature:	Signature:

Distribution :	***Coega***

REVISION CHART

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

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1. Scope

This Specification covers the requirements for controlling the impact on the environment of construction activities undertaken with the realm of Programmes implemented by the Coega Development Corporation.

2. INTERPRETATION

2.1 SUPPORTING SPECIFICATIONS

Where this Standard Environmental Specification Programmes (SESC-EP) is required for a project the Standard Vegetation Specification (SVS) shall also, where applicable, form part of the Contract Documents:

2.2 APPLICATION

This SESC-EP contains clauses that are generally applicable to the undertaking of construction works as it is necessary to impose pro-active controls on the extent to which the **construction activities** impact on the environment.

2.3 DEFINITIONS

For the purposes of this SESC-EP, the following definitions and abbreviations shall apply:

2.3.1. CDC:

Means Coega Development Corporation (Pty) Ltd.

2.3.2. Agent:

Means a competent person who acts as a representative for the Client.

2.3.3. Principal Agent (PA):

Means a person or entity appointed by a client and who has full authority and obligation to act in terms of the construction contract.

2.3.4. SHE Agent

Means a person or entity appointed by a client who has full authority and obligation to act in terms of Safety, Health and Environmental Legal Compliance of the construction contract.

2.3.5 SHE Project Manager (SHEPM)

Means the client's Safety, Health and Environmental Project Manager who oversee the performance of the Contractor and She Agent in terms of SHE compliance of the construction.

2.3.6. Cement laden water:

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

2.3.7. Contaminated water:

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

2.3.8. Environment:

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

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

2.3.9. His:
Means his or her, as applicable.

2.3.10. Method Statement:

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

The Method Statement shall cover applicable details with regard to:

- Construction procedures.

- Materials and equipment to be used.
- Getting the equipment to and from Site.
- How the equipment/ materials will be moved while on Site.
- How and where materials will be stored.
- The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur.
- Timing and location of activities.
- Compliance/ non-compliance with the Specifications; and
- Any other information deemed necessary by the SHEPM.

2.3.11. Potentially hazardous substance:

Is a substance, which, in the reasonable opinion of the SHE AGENT/SHEPM, can have a detrimental effect on the Environmental. Hazardous Chemical Substances are defined in the Regulations for Hazardous Chemical Substances published in terms of the Occupational Health and Safety Act.

2.3.12. Reasonable:

Means, unless the context indicates otherwise, reasonable in the opinion of the SHE AGENT/SHEPM, after he has consulted with a representative of the Contractor.

2.3.13 Silt laden water

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

2.3.14 Site

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

2.3.15 Solid waste:

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

3. Materials

3.1 MATERIALS HANDLING, USE AND STORAGE

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) pertaining to their work activities required to comply with the Specifications. The Contractor shall ensure that the delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so, required by the Project Method Statement, out of the rain. All lay down areas outside of the construction camp shall be subject to the Principal Agent approval.

Imported gravel, fill, soil and sand materials shall be free of weeds, alien invasive seed matter, plant material, litter and contaminants and shall be obtained from sources approved by the PA. A Method Statement detailing the source and methods to ensure compliance with this specification shall be submitted to the SHE AGENT and PA.

3.2 STOCKPILING

Any stockpiling of gravel cut, fill or any other material including spoil shall be in areas approved by the PA within the defined working area.

The Contractor shall ensure that the material does not blow or wash away. If the stockpiled material is in danger of being washed or blown away, the Contractor shall spray it with Dustex or cover it with a suitable material, such as hessian or plastic. Stockpiles of topsoil shall not be covered with plastic.

3.3 SOLID WASTE MANAGEMENT

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

Bins shall not be allowed to overflow and shall be emptied at least once a day. The waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the SHE AGENT and PA have approved.

Recyclable waste shall be disposed of into separate skips/bins and removed off-site for recycling.

All solid waste shall be disposed of off-site at an approved landfill Site. The Contractor shall supply the SHE AGENT with the appropriate disposal certificates.

The Contractor shall submit a solid waste management Method Statement to the SHE AGENT.
Should the contractor for whatever reason come across any medical waste whether buried or dumped in the construction area, you should immediately stop the operation in the said area and immediately inform the PA who would subsequently inform the relevant hospital representatives. The contractor shall protect the area in such a manner that no one is exposed to such waste. Once the medical waste has been safely removed, then the contractor can commence with the works as instructed by the PA.

3.4 WATER USE

All source of water for construction purposes must be approved by the PA in writing before any such sources can be used to obtain water.

3.5 HAZARDOUS SUBSTANCES

The transportation and handling of hazardous substances must comply with the provisions of the Hazardous Substances Act (Act No.187 of 1993) and associated regulations as well as SABS 0228 and SABS 0229. The Contractor shall also comply with all other applicable regional and local legislation and regulations with regard to the transport, use and disposal of hazardous substances. Hazardous chemical substances (as defined in the Regulations

for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Material Safety Data Sheets (SDS) shall be available on Site. Procedures detailed in the SDSs shall be followed in the event of an emergency situation. The Contractor shall be responsible for the training and education of all personnel on Site who will be handling hazardous materials about their proper use, handling and disposal.

If potentially hazardous substances are to be stored or used on Site, the Contractor shall submit a Method Statement to the SHE AGENT detailing the substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

3.6 CONTAMINATED WATER

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

Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted. The Contractor shall notify the SHE AGENT and the PA immediately of any pollution incidents on Site.

The Contractor shall submit a Method Statement to the SHE AGENT and the PA detailing how the contaminated water will be managed on Site.

3.7 CEMENT AND CONCRETE BATCHING

The proposed location of batching areas (including the location of cement stores and sand and aggregate stockpiles) shall be indicated on the Site layout plan and approved by the PA.

All wastewater generated from the operation and cleaning of concrete batching equipment and other sources of concrete shall be passed through a concrete wastewater settlement system as depicted in the appropriate drawing. The water from this system shall not be

allowed to flow into any “no go” area or water course but must permeate through the ground before it reaches any such water course. The accumulated sludge in the settlement system must be regularly cleaned out and appropriately disposed of as solid waste.

The Contractor shall ensure that minimal water is used for washing of concrete batching equipment.

Used cement bags shall be disposed of in weatherproof bins on site to prevent the generation of wind-blown cement dust and the bags from blowing away.

During construction, the contractor must ensure that concrete is mixed on mortar boards, all visible remains of concrete are removed and disposed of as waste and that all surplus aggregate is removed.

A Method Statement detailing all actions to be taken to comply with the cement and batching requirements shall be submitted to the SHE AGENT and the PA.

4. Plant

4.1 FUEL (PETROL, DIESEL) AND OIL

4.1.1 Fuel Storage

Fuel can be stored on site. The location of the fuel storage area will be approved by the PA and will be situated at least 100m away from any major drainage systems, residential areas or “no go” areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting “No Smoking”, “No Naked Lights” and “Danger” conforming to the requirement of SABS 1186 shall be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area.

The Contractor shall ensure that all liquid fuels and oils are stored in containers with lids, which are kept firmly shut and under lock and key at all times. The capacity of the container shall be clearly displayed, and the product contained within the container clearly identified using the emergency information system detailed in SABS 0232 part 1. Fuel storage tanks shall have a capacity not

exceeding 9000 litres and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

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

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

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected.

Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use.

A Method Statement shall be submitted to the SHE AGENT and the PA detailing the design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks and for the type of absorbing/ breaking-down or encapsulating material to be used.

4.1.2 **Refuelling**

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

If fuel is dispensed from 200 litre drums, the proper dispensing equipment shall be used, and the drum shall not be tipped in order to dispense fuel. The Contractor shall ensure that the appropriate fire-fighting equipment is present during refuelling operations.

The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill. Prior to any refuelling or maintenance activities, the PA must approve this material.

4.1.3 **Used oil and hydrocarbon contaminated materials**

Used oil shall be stored at a central location on Site prior to removal off Site for disposal at an approved disposal or recycling site.

Old oil filters and oil, petrol and diesel-soaked material shall be treated as hazardous waste. The Contractor shall remove all oil, petrol, and diesel-soaked sand immediately and shall dispose of it as hazardous waste or treat it on site with material that breaks-down or encapsulates such spillages as approved by the SHE AGENT and the PA.

4.2 ABLUTION FACILITIES

Washing, whether of the person or of personal effects, and acts of excretion and urination are strictly prohibited other than at the facilities provided; The Contractor shall provide the necessary ablution facilities for all his personnel prior to the commencement of work and shall ensure that his personnel make use of the facilities.

Toilet facilities shall be supplied by the Contractor for the workers at a ratio of at least 1 toilet per 15 workers in areas approved by the PA. Every 1-man urinal will be taken as supplying

the equivalent of 5 men in addition to the 15 men per toilet on site. Toilets shall be situated within 200m of any area where work is taking place in numbers sufficient to meet the ratio depicted above for the workers in the area.

The facilities shall be maintained in a hygienic state and serviced regularly. Toilet paper shall be provided. Temporary/ portable toilets shall be secured to the ground to prevent them toppling due to wind or any other cause, to the satisfaction of the PA.

Discharge into the environment and burial of waste is strictly prohibited. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are removed from the Site. Toilets shall be emptied before the Contractors' holidays or any other temporary site closure.

4.3 EATING AREAS

The Contractor shall designate eating area/s, subject to the approval of the PA and the SHE AGENT. No cooking is allowed outside of the Contractor's camp area on Site.

At mealtimes all workers must eat in designated eating areas. More than one area may be required for large Sites. These areas shall have shade for the workers. The eating areas may be in existing structures or in temporary/ transportable structures that shall be well constructed using wood or metal for the frame and screened on the top and sides with shade cloth/ canvas or other material to the satisfaction of the PA/SHE AGENT. These areas shall be well demarcated and in locations approved by the PA and shall not be within 100m of any "no go" areas or any major drainage systems, on or adjacent to the Site.

Sufficient bins as specified in Section 3.3 of this Environmental Specification shall be present in these areas. All disposable food packaging must be disposed of in the bins after every meal.

The feeding or leaving of food for animals is strictly prohibited.

4.4 SITE STRUCTURES

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of the land area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection.

The Contractor shall supply and maintain adequate and suitable sheds for the storage of materials. Sheds for the storage of materials that may deteriorate or corrode if exposed to the weather shall be weatherproof, adequately ventilated and provided with raised floors.

4.5 LIGHTS

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

4.6 WORKSHOP, EQUIPMENT MAINTENANCE AND STORAGE

It is not envisaged that this will be applicable in this project. However, should it be applicable the following shall apply: Where practical, all maintenance of equipment and vehicles on Site shall be performed in a workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the PA prior to commencing such activities. No maintenance, including emergency maintenance, of plant can take place within 20m of any “no go” area or drainage system.

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

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing and low sodding-type detergents.

A Method Statement must be submitted to the PA and SHE AGENT detailing the design of the bunding of the workshop and how run-off from the workshop will be managed as well as how drip trays used under plant will be managed.

4.7 NOISE

Considering that the project is within the precinct of an operation Primary School Facility, the Contractor shall take precautions to minimise noise generated on Site (e.g. Install and maintain silencers on machinery where possible). The Contractor shall comply with the Noise Induced Hearing Loss Regulations published under the Occupational Health and Safety Act of 1993.

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc. shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.8 DUST CONTROL

The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the PA/SHE AGENT 48 hours in advance of anticipated 'unavoidable' dust generating activities. The Contractor shall take all reasonable measures to minimize the generation of dust as a result of construction activities to the satisfaction of the SHE AGENT AND PA. Appropriate dust suppression measures include erection of dust screens, spraying or dampening with water, using a commercial dust binder (such as Hydropam or Dustex), rotovating straw bales, planting of open cleared space and the scheduling of dust-generating activities. If the conditions are such that the Contractor cannot satisfactorily dampen the dust, then the Contractor must halt operations until such time as the conditions are more suitable for lower dust generating construction.

Damping of all gravel haul and access road with water must be ongoing and special attention must be given to specific area from the entrance to construction site area.
Areas (site access) that are to have the topsoil stripped for construction purposes must be limited and only stripped when work is about to take place.

Other activities and situations that may result in a dust nuisance include site clearance and stockpiles of topsoil or sand and activities associated with batching plant.

A Method Statement detailing how dust will be managed for different operations on the site must be submitted to the SHE AGENT and PA for his approval before any work that could result in dust being generated is undertaken.

5. Construction

5.1 METHOD STATEMENTS

The following Method Statements shall be provided by the Contractor and submitted with the SHE file for reviewing prior to the Contractor starting work on site.

5.1.1 **Solid waste management (Clause 3.3)**

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

5.1.2 **Contaminated water (Clause 3.6)**

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

5.1.3 **Contractors SHE Officer (Clause 5.2)**

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

5.1.4 **Site division (Clause 5.4)**

The location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project). Construction site should be clearly separated from the existing school.

5.1.5 **Emergency procedures (Clause 5.10)**

Emergency procedures for fire and accidental leaks and spillages of hazardous substances (including fuel and oil); Include details of risk reduction measures to

be implemented including fire-fighting equipment, fire prevention procedures and spill kits (materials and compounds used to reduce the extent of spills and to breakdown or encapsulate hydrocarbons).

Other Method Statements that will be required during the course of construction are to be provided by the Contractor a minimum of 20 days prior to commencement of the works or activities to which they apply (no work can commence on site before these Method Statements have been approved):

5.1.6 **Importing of material (Clause 3.1)**

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

5.1.7 **Hazardous substances (Clause 3.5)**

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

5.1.8 **Cement and concrete batching (Clause 3.7)**

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

5.1.9 **Fuel storage and use (Clause 4.1)**

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

5.1.10 **Workshop and drip trays (Clause 4.6)**

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

5.1.11 **Dust (Clause 4.8)**

Details on the methods for managing dust on the site.

5.1.12 **Environmental awareness training (Clause 5.3)**

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

5.1.13 **Access Routes (Clause 5.7)**

Details, including a drawing, showing where and how the access points and routes will be located and managed.

Any additional Method Statements as required by the SHE AGENT must be provided by the Contractor. The Contractor shall not commence the activity until the Method Statement has been approved in writing and shall, except in the case of emergency activities, allow a period of 7 working days for approval of the Method Statement.

The SHE AGENT and PA may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the SHE AGENT and PA, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment in excess of that permitted by the Specifications or any legislation.

Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel and subcontractors. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract. No claim for delay or additional cost incurred by the Contractor shall be entertained due to inadequacy of a Method Statement.

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

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

The name and appointment letter of at least one assistant to the Contractor's SHE Officer must be given to the SHE Agent/SHEPM and the work to be undertaken by this assistant must be detailed including time allocated to these roles and their responsibility and interaction with the Contractors SHE Officer.

5.1.15 **Fire Officer (Clause 5.9)**

The name and appointment letter of the Fire Officer must be included in the SHE organogram.

5.2 CONTRACTOR'S SHE OFFICER AND ASSISTANT

The Contractor shall appoint a Contractor's SHE Officer who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification.

The Contractor shall submit the name of the Contractor's SHE Officer as well as a Method Statement detailing his CV, roles and responsibilities to the SHE AGENT/SHEPM for his approval before work can commence on site.

The Contractor will also appoint a competent SHE Representative, who will assist and report to the Contractor's SHE Officer, to the following positions:

- Litter Assistant to ensure that the site is cleaned every day and that dustbins are not overflowing, and litter does not blow off the site into the surrounding areas.
- Hydrocarbon and Contaminated Water Assistant to ensure that any hydrocarbon spills or leaks are dealt with immediately, vehicles are not leaking hydrocarbons on site, there is no pollution of any water course/ drainage system on or adjacent to site due to any construction activities, all stationary plant has bunds around them that are kept in good working order, the fuel storage and refuelling area is free of spills and leaks of hydrocarbons and any other issues to do with hydrocarbon housekeeping on site. He will also ensure that no contaminated water is escaping onto the site and that the toilets are kept in a clean and good working condition.
- Demarcation and Dust Assistant to ensure that all fencing and demarcation is in place when it is required and that such fencing or demarcation is in good order on a daily basis. This person will also be responsible to ensure that excessive dust is not generated from the construction area and will ensure that the roads are watered and other areas dampened where necessary and any other actions taken to limit dust generation from site.

These appointments will be made within the first 7 days of work commencing on site and will be given to the SHE Agent/SHE PM in writing.

5.3 ENVIRONMENTAL AWARENESS TRAINING

Environmental awareness training ('toolbox' talks) shall be run for all personnel on site. Toolbox talks shall be run during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the talk and sign an attendance

register on completion that clearly indicates participant's names, a copy of which shall be kept in the SHE file.
Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organisation of these courses shall be submitted.

Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of this Environmental Specification to all personnel and Subcontractors involved with the Works.

5.4 SITE DIVISION

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified.

A Method Statement detailing the location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, batching areas and other infrastructure required for the running of the project) shall be submitted to the PA. No accommodation for any staff is permitted on the Site.

5.5 SITE DEMARCATION

The Contractor shall erect and maintain permanent and / or temporary fences of the type and in the locations directed by the PA and SHE AGENT. Such fences shall be erected before undertaking designated activities.

5.6 "NO GO" AREAS

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

5.7 ACCESS ROUTES/ HAUL ROADS

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

500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20 km/hr or as directed by the SHE AGENT.

The Contractor shall supply the SHE AGENT AND PA with a Method Statement detailing the location and management of all access points.

5.8 CONSTRUCTION PERSONNEL INFORMATION POSTERS

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

5.9 FIRE CONTROL

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on Site. No open fires shall be permitted on the Site. Any fires that occur shall be reported to the SHE Agent and PA immediately. Smoking shall not be permitted inside offices and those areas where there is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to support the rapid spreading of an initial flame.

The Contractor shall appoint a Fire Officer who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedures to be followed. The Contractor shall forward the name of the Fire Officer to the PA for his approval within 7 days of being on site.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and natural areas, and at least one fire extinguisher of the appropriate type when welding or other “hot” activities are undertaken. The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires that were started as a result of his activities or personnel, and for any cost relating to the rehabilitation of burnt areas, or consequential damages.

5.10 EMERGENCY PROCEDURES

Emergency procedures, including the names and contact details of responsible personnel and emergency services shall be made available to all staff and shall be clearly displayed at relevant locations at the Site. The Contractor shall advise the PA/SHE AGENT of any emergencies on Site, together with a record of action taken, within 24 hours of the emergency occurring.

Telephone numbers of emergency services shall also be posted conspicuously in the Contractor's office near the telephone.

The Contractor shall submit a Method Statement covering the procedures for the following emergencies:

5.10.1 **Fire:**

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

5.10.2 **Accidental leaks and spillages:**

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

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/ breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of 200 ℓ of hydrocarbon liquid spill.

Any spills must be cleared, and the contaminated soil/sludge disposed of in an appropriate manner, approved by the PA, or at a licensed hazardous waste disposal site.

5.11 COMMUNITY RELATIONS

The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself and note the date and time that the complaint was resolved.

The PA shall be responsible for responding to queries and/or complaints and may request assistance from the Contractor's Management Staff.

5.12 PROTECTION OF NATURAL FEATURES

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the PA. Any features affected by the Contractor in contravention of this clause shall be restored / rehabilitated to the satisfaction of the PA.

5.13 STORMWATER MANAGEMENT

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

5.14 EROSION AND SEDIMENTATION CONTROL

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification.

Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the PA. Where erosion and/or sedimentation occur due to the fault of the Contractor, rectification shall be carried out to the reasonable requirements of the PA/SHE AGENT and at the expense of the Contractor.

5.15 AESTHETICS

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

5.16 TEMPORARY SITE CLOSURE

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

5.16.1 Fuels / flammables / hazardous materials stores

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

5.16.2 Safety

- Site safety checks have been carried out in accordance with the Occupational Health and Safety Act (No. 85 of 1993) prior to site closure.
- An inspection schedule and log for use by security or contracts staff is developed.

- Emergency and Management contact details are prominently displayed. Security personnel have been briefed and have the facilities to contact or be contacted by relevant management and emergency personnel.
- Night hazards such as reflectors, lighting, traffic signage etc. have been checked.
- Fire hazards identified and the local authority notified of any potential threats e.g. large brush stockpiles, fuels etc.
- Pipe stockpiles are wedged / secured.
- Scaffolds are secure.
- Structures vulnerable to high winds secure.

5.16.3 Erosion

Wind and dust mitigation measures such as straw, brush packs, irrigation etc. is in place.

Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
Re-vegetated areas have a watering schedule and the supply to such areas is secured.
There are sufficient detention ponds or channels in place.

5.16.4 Water contamination and pollution

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

Acknowledgement:

I,_____representing

_____ Contractor have satisfied myself with the content of the Environmental Specification for Construction of Mpozolo SSS project and shall ensure that we will comply with all relevant obligations in respect thereof.

_____ _____

Signature of Contractor Date

_____ _____

Signature of Agent Date

Comments:

PART C3.9 – CONTRACTOR'S REPORT

PART : 1

CONTRACTOR MONTHLY REPORT

Project No: CDC/27/25

Project Name: MPOZOLO SENIOR SECONDARY SCHOOL (SSS)

Contract No: ……

Contractor's Name: ……

Claim No.: …….. For Period Ending: ……

Date of Report: ……

The Contractor's Monthly Report comprises an integral part of the Contractor's Payment Claim and processing of the payment claim is not permitted without this report also being submitted, ie.
"NO REPORT – NO PAYMENT"

Attachments:

Part 2	Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
Part 3	Weekly Task Wage Register
Part 4	Local Labour Schedule

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contract No: CDC/27/25
PART 2
Project No. **CDC/27/25** Project Name: **MPOZOLO SENIOR SECONDARY SCHOOL (SSS)**
Month of Report: … ……. Sheet: ……1…….. of …….2

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker				
														Women		Men		
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D	
1																		
2																		
3																		
4																		
5																		
6																		
7																		
																		Total No. of workers Employed on the Project
Totals for this sheet																		
Totals from previous sheet																		

Totals carried forward														
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N) = (J+K+L)

Completed by: Name: ……. Signature:……. Capacity …… Date:…..……..

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contract No: CDC/27/25
PART 2
Project No. **CDC/27/25** Project Name: **MPOZOLO SENIOR SECONDARY SCHOOL (SSS)**
Month of Report: … ……/…… Sheet: ……2…….. of ……..2

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker				
														Women		Men		
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D	
1																		
2																		
3																		
4																		
5																		
6																		
7																		
																		Total No. of workers
Totals for this sheet																		

Totals from previous sheet														Employed on the Project
Totals carried forward														
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N) = (J+K+L)

Completed by: Name: …… Signature:…… Capacity …… Date:…..……..

THE COMPLETION OF A SCHOOL BUILDING FACILITY
AT MPOZOLO SENIOR SECONDARY SCHOOL
CONTRACT NO.: CDC/27/25, EMIS Nu.200300780, DoE PNu:P9005986

WEEKLY TASK WAGE REGISTER (local labourers only) Contract No: CDC/27/25 **PART 3**

Project No. **CDC/27/25** Project Name: **MPOZOLO SENIOR SECONDARY SCHOOL (SSS)** Week Ending: ……Sheet:…1.. of 2.

Entries in this portion to be completed by Foreman									**Entries in this portion to be Completed by Contractor**				
No.	Name of local worker	Day Tasks Worked							Payment				
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker
Totals This Sheet													
Totals Brought Forward From previous Sheet													
Totals Carried Forward													
									(A)		(B)		

Completed by: Name: …… …… Signature: …… Capacity: …… …… Date: ……

WEEKLY TASK WAGE REGISTER (local labourers only) Contract No: CDC/27/25 **PART 3**

Project No. **CDC/27/25** Project Name: **MPOZOLO SENIOR SECONDARY SCHOOL** Week Ending: ……Sheet:…2.. of 2

Entries in this portion to be completed by Foreman									**Entries in this portion to be Completed by Contractor**				
No.	Name of local worker	Day Tasks Worked							Payment				
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker
Totals This Sheet													

Totals Brought Forward From previous Sheet															
Totals Carried Forward															
											(A)		(B)		

Completed by: Name: ……..…….. Signature…….…… Capacity: ……..…… Date: ……

LOCAL LABOUR AND MATERIAL SCHEDULE PART 4

Contract No: CDC/27/25 **Date of Report: …….**

Project Name: MPOZOLO SENIOR SECONDARY SCHOOL (SSS)

For Period Ending: …….

Contractor Name: …… ……

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending		Total Day Tasks / Person Days Worked	Total Amount Paid	
			(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)	
1					
2					
3					
4					
5					
6					
7					
8					
9					
Total					

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	**R**
2. Amount Spent on Local Labour this month (From **Total** above)	**R**
3. Total Amount Spent on Local Labour to date (3) = (1+2)	**R**

3. Local Labour Schedule

Summary of Local Labour Employed **Columns refer to Columns in Part 2**	No. of local workers who worked on the project to date (From Part 2)	**% of Total**
1. Total No. of **individual local workers** who have worked on the Project (Column N)		100%
10. How many of the Total No. are **local youth** (35 yrs and under) (Column B & D)		
11. How many of the Total No. are **local women** (Column A + B)		

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
1. Material from Local Municipality		
2. Material from Local District Municipality		
3. Material from Outside the Eastern Cape		
4. Material from other areas within the Eastern Cape		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

5. Training of Local Workers

Category of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				

(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

Completed by: …….. ……. …….. ……

Name Signature Capacity Date

PART C3.10 – PLANNING SPECIFICATION FOR CONTRACTORS

COEGA
DEVELOPMENT CORPORATION

Planning Document:

Planning Specifications For Contractors.

Report Nº

CDC-CG-SPC-001-17

01 November 2017

DOCUMENT INFORMATION SHEET

Title of Document	:	*Planning Specifications for Contractors*
Type of Document	:	*Planning Document*
Report Number	:	*CDC-CG-SPC-001-17*
Prepared by	:	*Duaine Moroney*
Typed by	:	*Duaine Moroney*
Business Unit	:	*IDZ Infrastructure Programme (IIP)*
Prepared for	:	*CDC*
Date of Issue	:	*01 November 2017*

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DOCUMENT CONTROL SHEET

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

PROJECT NAME : *CDC Planning Specifications*

DOCUMENT TITLE : *Planning Specifications for Contractors*

DOCUMENT No. : *CDC-CG-SPC-001-17*

SIGNING OF THE ORIGINAL DOCUMENT

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

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: **13 October 2017**	Name: **Duaine Moroney**	Name: **Hennie van der Kolf**	Name: **Maria van Zyl**
	Signature:	Signature:	Signature:

Distribution:	***CDC***

REVISION CHART

REVISION 1	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:
Distribution:			

REVISION 2	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:

REVISION 3	**Name:**	**Name:**	**Name:**
Date:	Signature:	Signature:	Signature:

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Basis Of Schedule

(Planning Document)

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1. CIDB Grading 1-3

1.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

1.2 General

1.2.1 The Contractor shall comply with the requirements of this Attachment.

1.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

1.2.2.1 Standard Schedule Layout

1.3 Planning and Construction Programme

1.3.1 Submission

1.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

1.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the tender documents. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native (soft copy) file format.

1.3.2 Activities

1.3.2.1 The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

1.3.2.2 Be an activity of work, not a piece of equipment;

1.3.2.3 Be readily measurable for progress;

1.3.2.4 Express the logical progression of the work;

1.3.2.5 Be suitable for critical path and dependency networking;

1.3.2.6 Be continuous from start to finish;

1.3.2.7 Generally be of a single “trade” or work content;

1.3.2.8 The sum total of all activities shall equate the work under the Contract.

1.3.3 Logic and Sequencing

The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

1.3.3.1 Duration of each activity;

1.3.3.2 Early start, early finish and total float of each activity;

1.3.3.3 Activities that lie on the critical path(s) as determined by the network;

1.3.3.4 Precedence relationships (logic) between activities;

1.3.3.5 Dates for submissions to the Employer of documents requiring review;

1.3.3.6 Subcontractor tendering, award and mobilisation processes;

1.3.3.7 Activities to be completed by others which may affect the timely completion of the Works including;

1.3.3.8 Issue of information, materials or equipment for use or incorporation in work;

1.3.3.9 Activities, dependent upon any other contractor engaged by the Employer; or

1.3.3.10 Review time for required documentation such as specifications, drawings, procedures and calculations.

1.3.3.11 Tie in activities to existing services and utilities;

1.3.3.12 Statutory approval dates;

1.3.3.13 Date for access to the Site;

1.3.3.14 Date for access to follow-on contractors;

1.3.3.15 Date for Key Events and Milestones;

1.3.3.16 Date for Practical Completion of the Works or each Separable Portion;

1.3.3.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;

1.3.3.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities, detailed into activities no longer than 2 weeks;

1.3.3.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

1.3.3.20 Off Site and on Site activities shall be clear and identifiable;

1.3.3.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

1.3.4 Equipment allocation

1.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities

1.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

1.3.5 Construction Programme Commodities

1.3.5.1 The Construction Programme site activities shall be loaded with applicable commodity quantities.

1.3.5.2 The Employer utilises the following commodities;

1.3.5.2.1 Concrete (m^3)

1.3.5.2.2 Mechanical Equipment (t)

1.3.5.2.3 Platework (t)

1.3.5.2.4 Structural Steel (t)

1.3.5.2.5 Pipework (m) & Diameter Inch's (Inch)

1.3.5.2.6 Electrical and Communication Cables (m)

1.3.5.2.7 Electrical & Instrumentation Terminations (Qty)

1.3.6 Approval of Construction Programme

1.3.6.1 The Contractor shall submit the proposed baseline Construction Programme including a native (soft copy) copy of the programme.

1.3.6.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

1.3.7 Revisions to the Construction Programme

1.3.7.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

1.3.7.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

1.3.7.3 A variation is issued which affects the Construction Programme;

1.3.7.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

1.3.7.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

1.3.7.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.

1.3.7.7 The Contractor shall address identified deviations from the Construction Programme by either:

1.3.7.8 Demonstrating that the deviation does not constitute a delay; or

1.3.7.9 Providing a course of action to remedy the deviation.

1.3.7.10 The revised Construction Programme shall clearly indicate the following:

1.3.7.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and

1.3.7.12 The revision number and date of issue of the revised Construction Programme.

1.3.7.13 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.

1.3.7.14 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

1.3.7.15 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

1.3.8 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

1.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

1.4.1 Progress Reporting

1.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;

1.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:

1.4.1.2.1 The Construction Programme "baseline" activity bar.

1.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.

1.4.1.3 Deviations from the 'baseline' Construction Programme will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.

1.4.1.4 Overall Schedule.

1.4.2 Progress Monitoring and Corrective Action

1.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

1.4.2.1.1 Percentage complete;

1.4.2.1.2 Forecast completion date;

1.4.2.1.3 Deviations from the baseline programme; and

1.4.2.1.4 Actions required remedying any deviations.

1.4.2.2 Progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative.

1.4.3 Monthly Status Report (Planning Aspects Only)

1.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.

1.4.3.2 The report shall include but not be limited too:

1.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

1.4.3.2.2 Progress against the approved Construction Programme;

1.4.3.2.3 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;

1.4.3.2.4 Status of approvals;

1.4.3.2.5 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;

1.4.3.2.6 Summary of work activities planned for the following period;

1.4.3.2.7 Cash flow status versus the original forecast and;

1.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

2. CIDB Grading 4-6

2.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system. If the contractor does not have a dedicated planner it is the responsibility of the contractor to then provide a selected individual from within their organisation which the Employer's Representative would help train in the planning field.

2.2 General

2.2.1 The Contractor shall comply with the requirements of this Attachment.

2.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

2.2.2.1 Standard Schedule Layout

2.2.2.2 S-Curve

2.3 Planning and Construction Programme

2.3.1 Submission

2.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

2.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

2.3.1.3 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

2.3.1.4 Be an activity of work, not a piece of equipment;

2.3.1.5 Be readily measurable for progress;

2.3.1.6 Express the logical progression of the work;

2.3.1.7 Be suitable for critical path and dependency networking;

2.3.1.8 Be continuous from start to finish;

2.3.1.9 Generally be of a single “trade” or work content;

2.3.1.10 Be fully resourced; and

2.3.1.11 The sum total of all activities shall equate the work under the Contract.

2.3.2 Logic and Sequencing

2.2.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

2.3.2.1 Duration of each activity;

2.3.2.2 Early start, early finish and total float of each activity;

2.3.2.3 Activities that lie on the critical path(s) as determined by the network;

2.3.2.4 Precedence relationships (logic) between activities;

2.3.2.5 Dates for submissions to the Employer of documents requiring review;

2.3.2.6 Subcontractor tendering, award and mobilisation processes;

2.3.2.7 Activities to be completed by others which may affect the timely completion of the Works including;

2.3.2.8 Issue of information, materials or equipment for use or incorporation in work;

2.3.2.9 Activities, dependent upon any other contractor engaged by the Employer; or

2.3.2.10 Review time for required documentation such as specifications, drawings, procedures and calculations.

2.3.2.11 Tie in activities to existing services and utilities;

2.3.2.12 Statutory approval dates;

2.3.2.13 Date for access to the Site;

2.3.2.14 Date for access to follow-on contractors;

2.3.2.15 Date for Key Events and Milestones;

2.3.2.16 Date for Practical Completion of the Works or each Separable Portion;

2.3.2.17 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities

2.3.2.18 Delivery dates for Employer supplied equipment and materials, with ties to the respective installation activities

2.3.2.19 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

2.3.2.20 Off Site and on Site activities shall be clear and identifiable;

2.3.2.21 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

2.3.3 Man-hour allocation

2.3.3.1 Scheduled Direct Labour Hours – Per Activity.

For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.

2.3.3.2 Direct Labour Hours – Total.

The total of the direct labour hours per week shall be calculated after activities have been resource levelled.

2.3.3.3 Direct Labour Workforce Histogram

The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

2.3.4 Equipment allocation

2.3.4.1 Special tools and mobile equipment shall be assigned to their respective activities

2.3.4.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

2.3.5 Contractor 'S-Curve'

2.3.5.1 The Contractor shall submit progress S-Curves for the overall Contract

2.3.5.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

2.3.5.3 The S-Curves shall be presented using the approved templates provided by the Employer.

2.3.5.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the monetary value of the phase.

2.3.5.5 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

2.3.6 Construction Programme Commodities

The Construction Programme site activities shall be loaded with applicable commodity quantities. Offsite fabrication of structural steel, plate work and spooling of pipework shall also be reported.

2.3.6.1 The Employer utilises the following commodities;

2.3.6.1.1 Concrete (m^3)

2.3.6.1.2 Mechanical Equipment (t)

2.3.6.1.3 Plate work (t)

2.3.6.1.4 Structural Steel (t)

2.3.6.1.5 Pipework (m) & Diameter Inch's (Inch)

2.3.6.1.6 Electrical and Communication Cables (m)

2.3.6.1.7 Electrical & Instrumentation Terminations (Qty)

2.3.6.2 Commodity Curves shall be presented in the same format as the S-Curves.

2.3.7 Approval of Construction Programme

2.3.7.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.

2.3.7.2 Provided the Construction Programme is in accordance with this addendum A, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

2.3.8 Revisions to the Construction Programme

2.3.8.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

2.3.8.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

2.3.8.3 A variation is issued which affects the Construction Programme;

2.3.8.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

2.3.8.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

2.3.8.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.

2.3.8.7 The Contractor shall address identified deviations from the Construction Programme by either:

2.3.8.8 Demonstrating that the deviation does not constitute a delay; or

2.3.8.9 Providing a course of action to remedy the deviation.

2.3.8.10 The revised Construction Programme shall clearly indicate the following:

2.3.8.10.1 The differences between the revised Construction Programme and the previously approved Construction Programme; and

2.3.8.10.2 The revision number and date of issue of the revised Construction Programme.

2.3.8.11 The revised Construction Programme shall be accompanied by a revised S-Curve

2.3.8.12 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.

2.3.8.13 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

2.3.9 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

2.3.10 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

2.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

2.4.1 Progress Reporting

2.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;

2.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:

2.4.1.2.1 The Construction Programme "baseline" activity bar.

2.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.

2.4.1.3 The progress 'S-Curves';

2.4.1.4 Deviations from the 'baseline' Construction Programme together with the 'S-Curves' will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.

2.4.1.5 Overall Schedule.

2.4.1.6 2 week look ahead Schedule.

2.4.2 Progress Monitoring and Corrective Action

2.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

2.4.2.1.1 Percentage complete;

2.4.2.1.2 Forecast completion date;

2.4.2.1.3 Deviations from the baseline programme; and

2.4.2.1.4 Actions required remedying any deviations.

2.4.2.2 Weekly progress reviews may be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative. The Contractor's Weekly Progress Report will be used as the discussion tool for the weekly progress meeting.

2.4.3 Monthly Status Report (Planning Aspects Only)

2.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.

2.4.3.2 The report shall include but not be limited too:

2.4.3.3 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

2.4.3.4 Progress against the approved Construction Programme;

2.4.3.5 Summary of progress achieved during the period using progress 'S-Curves';

2.4.3.6 List of milestones achieved during the period;

2.4.3.7 Status of design, procurement, off-site works, and construction;

2.4.3.8 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;

2.4.3.9 Status of approvals;

2.4.3.10 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;

2.4.3.11 Summary of work activities planned for the following period;

2.4.3.12 Cash flow status versus the original forecast;

2.4.3.13 The Progress Report shall be submitted for review prior to the monthly progress meetings.

3. CIDB Grading 7-9

3.1 Introduction

The Construction Programme and all associated documents as detailed in this Attachment, are an essential part of the Project control system used by the Employer's Representative in monitoring the progress of the work under the Contract. The information and data provided by the Contractor shall be reliable, accurate, timely in presentation, and in an agreed format and style that allows for ease of incorporation into the Employer's Representative's Project control system.

3.2 General

3.2.1 The Contractor shall comply with the requirements of this Attachment.

3.2.2 The following templates will be provided by the Employer and shall be used for the preparation of the construction Programme and reports:

3.2.3 Standard Schedule Layout

3.2.4 S-Curve

3.3 Planning and Construction Programme

3.3.1 Submission

3.3.1.1 The Construction Programme shall be a time scaled bar chart with fully continuous logic that clearly highlights the critical path(s) throughout the network.

3.3.1.2 Within the time specified in the Contract, the Contractor shall submit for the Employer's approval, a Construction Programme which represents the sequencing and methodology accepted by the Employer's Representative at the time of award and includes the milestones and key events detailed in the. The Construction Programme shall be generated using the Primavera Project Planner (P6) software package or an approved alternative and submitted in both hard copy and native file format.

3.3.2 Activities

The Construction Programme shall break up the work under the Contract into identifiable, structured items of work ("activities"). Each activity shall:

3.3.2.1 Be at level 4;

3.3.2.2 Be an activity of work, not a piece of equipment;

3.3.2.3 Be readily measurable for progress;

3.3.2.4 Express the logical progression of the work;

3.3.2.5 Be suitable for critical path and dependency networking;

3.3.2.6 Be continuous from start to finish;

3.3.2.7 Be located in a single geographical area;

3.3.2.8 Generally be of a single “trade” or work content;

3.3.2.9 Be compatible with quality assurance plans;

3.3.2.10 Be fully resourced; and

3.3.2.11 Be capable of producing commodity based reports

3.3.2.12 The sum total of all activities shall equate the work under the Contract.

3.3.3 Logic and Sequencing

3.3.3.1 The Construction Programme shall clearly indicate the logic and sequence of activities necessary to complete the work under the Contract, including but not be limited to:

3.3.3.1.1 Duration of each activity;

3.3.3.1.2 Early start, early finish and total float of each activity;

3.3.3.1.3 Activities that lie on the critical path(s) as determined by the network;

3.3.3.1.4 Precedence relationships (logic) between activities;

3.3.3.1.5 Subcontractor tendering, award and mobilisation processes;

3.3.3.1.6 Activities to be completed by others which may affect the timely completion of the Works including;

3.3.3.1.7 Activities, dependent upon any other contractor engaged by the Employer; or

3.3.3.1.8 Review time for required documentation such as specifications, drawings, procedures and calculations.

3.3.3.2 Tie in activities to existing services and utilities;

3.3.3.3 Statutory approval dates;

3.3.3.4 Date for access to the Site;

3.3.3.5 Date for access to follow-on contractors;

3.3.3.6 Date for Key Events and Milestones;

3.3.3.7 Date for Practical Completion of the Works or each Separable Portion;

3.3.3.8 Manufacture and delivery durations for Contractor supplied equipment and materials, with ties to the respective installation activities;

3.3.3.9 Activity durations shall be in working days, the programme calendar shall indicate public holidays, leisure days or other non-working days;

3.3.3.10 Off Site and on Site activities shall be clear and identifiable;

3.3.3.11 Calendar - the bar chart heading shall show the year, the month and the week. The bar chart shall commence on the date of Contract Award;

3.3.4 Construction Programme Resources

3.3.4.1 The Contractor shall submit histograms showing the direct labour required to complete the work under the Contract based on the approved Construction Programme.

3.3.4.2 The histograms shall be prepared from the schedule.

3.3.4.3 Equipment requirements / utilisation bar charts shall be submitted to the Employer for all Site plant and mobile equipment required to complete the work under the Contract.

3.3.5 Man-hour allocation

3.3.5.1 Scheduled Direct Labour Hours – Per Activity.

3.3.5.2 For each appropriate activity in the Construction Programme, the Contractor shall allocate the associated direct labour hours.

3.3.5.3 Direct Labour Hours – Total.

3.3.5.4 The total of the direct labour hours per week shall be calculated after activities have been resource levelled.

3.3.5.5 Direct Labour Workforce Histogram

3.3.5.6 The site workforce (direct labour only) scheduled per week shall be calculated from the direct labour hours and a histogram plotted.

3.3.6 Equipment allocation

3.3.6.1 Special tools and mobile equipment shall be assigned to their respective activities

3.3.6.2 Shared equipment such as mobile equipment shall be allocated to level of effort activities within the Construction Programme.

3.3.7 Contractor 'S-Curve'

3.3.7.1 The Contractor shall submit progress S-Curves for the overall Contract and each of the phases of the Contract.

3.3.7.2 The S-Curves shall be based upon the distribution of man-hours where attainable from within the approved Construction Programme.

3.3.7.3 The S-Curves shall be presented using the approved templates provided by the Employer.

3.3.7.4 To generate the overall Contract S-Curve each of the phases shall be weighted according to the dollar value of the phase.

3.3.7.5 All S-Curves shall be developed using the 'Earned Value Method'. This method applies a weighted value (WV) to all measurable components of the Works.

3.3.7.6 The reporting of progress for each component shall be in the form of earned value (EV), which is the physical percent progress of the component of the work.

3.3.8 Construction Programme Commodities

3.3.8.1 The Construction Programme site activities shall be loaded with applicable commodity quantities. Commodity curves shall be produced for forecast installation and actual installation quantities from this data. Offsite fabrication of structural steel, platework and spooling of pipework shall also be reported.

3.3.8.2 The Employer utilises the following commodities;

3.3.8.2.1 Concrete (m^3)

3.3.8.2.2 Mechanical Equipment (t)

3.3.8.2.3 Plate work (t)

3.3.8.2.4 Structural Steel (t)

3.3.8.2.5 Pipework (m) & Diameter Inch's (Inch)

3.3.8.2.6 Electrical and Communication Cables (m)

3.3.8.2.7 Electrical & Instrumentation Terminations (Qty)

3.3.8.3 Commodity Curves shall be presented in the same format as the S-Curves.

3.3.9 Approval of Construction Programme

3.3.9.1 The Contractor shall submit the proposed baseline Construction Programme including a native copy of the programme.

3.3.9.2 Provided the Construction Programme is in accordance with this Attachment 10, it will be approved as the revision '0' Baseline Construction Programme. Against which the Contractors progress will be measured.

3.3.10 Revisions to the Construction Programme

3.3.10.1 The Contractor shall review the Construction Programme when any one of the following events occurs:

3.3.10.2 Progress of the work under the Contract falls significantly behind or otherwise materially departs from that shown in the Construction Programme;

3.3.10.3 A variation is issued which affects the Construction Programme;

3.3.10.4 There is a change in method of working adopted by the Contractor which affects the Construction Programme; or

3.3.10.5 The Employer's Representative directs that the Construction Programme be revised because in the opinion of the Employer's Representative the current Construction Programme does not reflect the actual work patterns of the Contractor.

3.3.10.6 If any of the events listed above occurs, the Contractor shall submit for approval, within seven (7) days of the event occurring, the revised Construction Programme. Upon approval, the revised Construction Programme will become the approved baseline for all future progress updates.

3.3.10.7 The Contractor shall address identified deviations from the Construction Programme by either:

3.3.10.8 Demonstrating that the deviation does not constitute a delay; or

3.3.10.9 Providing a course of action to remedy the deviation.

3.3.10.10 The revised Construction Programme shall clearly indicate the following:

3.3.10.11 The differences between the revised Construction Programme and the previously approved Construction Programme; and

3.3.10.12 The revision number and date of issue of the revised Construction Programme.

3.3.10.13 The revised Construction Programme shall be accompanied by a revised manning histogram and S-Curve with an additional data line called 'reforecast planned progress'.

3.3.10.14 At any time additional detail may be inserted into the Construction Programme at the request of either the Contractor or Employer's Representative. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) which were replaced.

3.3.10.15 All revisions to the Construction Programme shall be prepared by, and at the cost of the Contractor.

3.3.11 Supplementary Schedules and Programmes

The Employer's Representative may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary documents to highlight a particular aspect of the work under the Contract.

3.3.12 Cash Flow

The Contractor shall submit to the Employer detailed cash flow forecast charts based on the Construction Programme (and any revisions) showing the anticipated monthly cash flow as represented by expected payment claim submission, not by payments received.

3.4 Progress Reporting

The cut-off, and submission dates for monthly reports will be as required by the Employer to ensure appropriate and timely integration into the Employer's overall progress reporting systems. These dates are subject to change as per the status of the project or at the discretion of the employer.

3.4.1 Progress Reporting

3.4.1.1 To demonstrate the actual progress of the work under the Contract the Contractor shall, on a monthly basis, update and submit to the Employer;

3.4.1.2 The updated Construction Programme shall show two (2) separate bars for each activity:

3.4.1.2.1 The Construction Programme "baseline" activity bar.

3.4.1.2.2 The current schedule activity bar identifying the currently forecast start and finish dates of the activity.

3.4.1.3 The progress 'S-Curves';

3.4.1.4 Direct Manning Histograms;

3.4.1.5 Deviations from the 'baseline' Construction Programme together with the 'S-Curves' will form the basis for assessing progress and performance. Where significant deviations from the scheduled progress are being tabled in the report, the Contractor shall provide sufficient detailed written analysis and data, to adequately demonstrate the primary areas of schedule concern with short term recovery plan.

3.4.1.6 Overall Schedule.

3.4.1.7 2 week look ahead Schedule.

3.4.2 Progress Monitoring and Corrective Action

3.4.2.1 Monitoring and review of the progress of the work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:

3.4.2.1.1 Percentage complete;

3.4.2.1.2 Forecast completion date;

3.4.2.1.3 Manning histograms showing actual and forecast versus baseline figures;

3.4.2.1.4 Deviations from the baseline programme; and

3.4.2.1.5 Actions required remedying any deviations.

3.4.2.2 Progress reviews shall be conducted to assist control of the work under the Contract. The format, content, and structure of these reviews will be agreed between the Contractor and the Employer's Representative. The Contractor's Progress Report will be used as the discussion tool for the progress meeting.

3.4.3 Monthly Status Report (Planning Aspects Only)

3.4.3.1 In addition to the formal monthly report, the Contractor shall provide the following.

3.4.3.2 The report shall include but not be limited too:

3.4.3.2.1 The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

3.4.3.2.2 Progress against the approved Construction Programme;

3.4.3.2.3 Summary of progress achieved during the period using progress 'S-Curves' for each of the PCS elements;

3.4.3.2.4 List of milestones achieved during the period;

3.4.3.2.5 Status of construction;

3.4.3.2.6 Deviations from the Construction Programme, and in particular, the forecast completion dates of activities which should have been completed;

3.4.3.2.7 Actual or anticipated problems with corresponding action plans to mitigate / minimise their risk or impact;

3.4.3.2.8 Summary of work activities planned for the following period;

3.4.3.2.9 Cash flow status versus the original forecast;

3.4.3.3 The Progress Report shall be submitted for review prior to the monthly progress meetings.

PART C.4 – SITE INFORMATION

C4 Site Information

1. Site Location

The site is part of the existing school, **THE COMPLETION OF A SCHOOL BUILDING FACILITY AT MPOZOLO SENIOR SECONDARY SCHOOL (EMIS NO. 200300780)**. The GPS coordinates to the site are as follows:

(-32.18188300 S, 28.77891700 E) It is situated at Willowvale.

The defined working areas, entrances, site restrictions, etc. will be defined in detail at the Briefing session.

Geotechnical Report

The geotechnical report is available from the Civil/Structural Engineer.

EXISTING PREMISES ON SITE

Prospective Bidders are to take cognizance of the fact that **THE COMPLETION OF A SCHOOL BUILDING FACILITY AT MPOZOLO SENIOR SECONDARY SCHOOL will take place on the** existing school site**, a fully operational** school **for the full duration of the Building Contract.**

Bidders' attention is drawn to the following specific requirements:

-Dust Control

-Noise Control - works executed after 5pm to 8am weekdays, works over weekends and public holidays shall be agreed with the Principal Agent prior commencement.

- BENCH MARK
- CONCRETE SLAB
- DRIVEWAY
- EDGE OF ROAD
- POWER POLE
- SOLAR PANEL
- EXISTING FENCE
- NEW FENCE
- NEW TREE
- INSTALL 1.8m HIGH HOARDING
- Existing Building to remain
- DEMOLITION
- BUILDINGS TO BE DEMOLISHED
- BUILDINGS TO BE RENOVATED
- Proposed new buildings
- Proposed new walkways
- Proposed new grassing

Site Plan
Not to scale

This drawings will be used for construction of the following school:

EMIS	SCHOOL NAME	CONSORTIUM /CLUSTER DETAIL
200300780	Mpozolo S. School	Cluster 3

TOTAL SITE AREA = 3.4311 Hectares

ERF NUMBER = Farm No. 3/332

BENCH MARKS

Name	Y Cord	X Cord	Height
BM1	20 895.54	+61 965.35	376.60
BM2	20 890.56	+62 056.69	377.29
BM3	20 790.31	+61 948.47	376.71

SITE BOUNDARY CO-ORDINATES

Name	Y Cord	X Cord	Height
A	20 866.72	+61 937.40	
B	20 730.02	+61 920.42	
C	20 724.21	+61 984.74	
D	20 774.74	+62 084.27	
E	20 882.87	+62 152.31	
F	20 968.04	+62 095.27	

DEPARTMENT OF PUBLIC WORKS
HEAD OFFICE
PRIVATE BAG X0022, BHISHO, 5605

2016 -11- 24

TECHNICAL DOCUMENTATION APPROVED
NAME ..... B. Mandimutsira
SIGNED .....

COMMENTS: Show /Provide Educator Ablutions + Learner Ablutions.

-Note:

All drawings & specifications must have the following note on them and signed by the principal consultant, Grade R's to be included as well. "For all prefabricated building components, the manufacturer must submit a shop drawing for comment/review or approval of the professional team".

Note:

All gutter specifications must be galvanized sheet iron or seamless aluminium/Zinc aluminium. Heavy duty fixing brackets must be used for all gutters as all the rain water will be channeled to water tanks and the gutters will be filled to capacity during storms. No use of PVC gutters allowed as they fail in a long term. In schools where there are no rainwater tanks, mild steel down pipes to be used for aluminium / Zinc aluminium gutters. The final position of the rain water tanks to be as per site plans, position on the package working drawing to be named indicative.

Cross over pipe details connecting tanks over walkways must be provided on separate sheet if necessary. For suspended pipes where they are crossing over walkways, use mild steel pipes and brace as necessary as per engineer's requirements to avoid sagging. Note that all fittings to be fixed properly as per SABS & SANS regulations and good practice systems.

Project Architect's name & SACAP No.	
Signature	

*The architect hereby assures the Eastern Cape Department of Education and the Eastern Cape Department of Roads and Public Works that these drawings concur with the approved Site Development Plans, and will be used without any changes or alterations. Any necessary and unavoidable changes or alterations must be pre-approved by the Eastern Cape Department of Education and Eastern Cape Department of Roads and Public Works before any works commences on construction site.

NOTES

NO.	DATE	REVISION	DRAWN
A	22/06/2016	Revisions to previously approved SDP	E.K.
B	07/09/2016	Revisions to Nutrition Centre	E.K.
C	04/10/2016	Revisions to Admin Block, Ablution Block, Computer Lab/Library and Science Lab; Landscaping updated	E.K.
D	11/11/2016	Updated to match engineers drawings	E.K.

CONSULTANTS

MDA ARCHITECTS
10 Park Lane Central Port Elizabeth 6001
PO Box 6213 Walmer Port Elizabeth 6065
Reg: 2006/062001/23
admin@mdaarchitects.co.za
Tel: 041 373 0228
Fax: 041 373 1025
ARCHITECT: D.B. Angus SACAP NUMBER: 3128

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Province of the EASTERN CAPE EDUCATION

IMPLEMENTING AGENT

COEGA

	SIGNATURE	DATE
DESIGNED	-	-
DRAWN	-	-
VERIFIED	-	-
VALIDATED	-	-

SHEET SIZE A3

SCALE NTS

STATUS LEGEND
1 = INFORMATION
2 = TENDER
3 = CONSTRUCTION
4 = AS-BUILT

PROJECT
Mpozolo S.S.
Mbhashe Local Municipality, Dutywa

DRAWING TITLE
SITE PLAN

SCHOOL NUMBER	DISCIPLINE	DRAWING NUMBER	STATUS	REVISION
200300780	ARCH	MDA200-D-MP-101	1	D

GEOTECHNICAL REPORT

GEOTECHNICAL REPORT

ControLab South Africa (Pty) Ltd

CIVIL ENGINEERING MATERIALS & GEOTECHNICAL LABORATORY

201000682907

ControLab South Africa (Pty) Ltd

CIVIL ENGINEERING MATERIALS AND GEOTECHNICAL LABORATORY

201000682907

www.controlab.co.za

Testing Laboratory

TO308

ISO/IEC 17025:2005 Accredited Laboratory

HEAD OFFICE : 1 Alfred Road, Vincent, 5247, Tel: 043 726 7859, Fax: 043 726 7426
CENTRAL LABORATORY : 10 St Pauls Road, East London, 5201, Tel: 043 722 5420 / 722 8565, Fax: 043 743 9942, P O Box 346, East London, 5200
OTHER BRANCH OFFICES: Cape Town, Kokstad, Mthatha, Lusaka - Zambia

Reference: 09122015Rep - MPOZOLO SENIOR SECONDARY SCHOOL

4 December 2015

JKN Development Consultants
P O Box 8285
NAHOON
5210

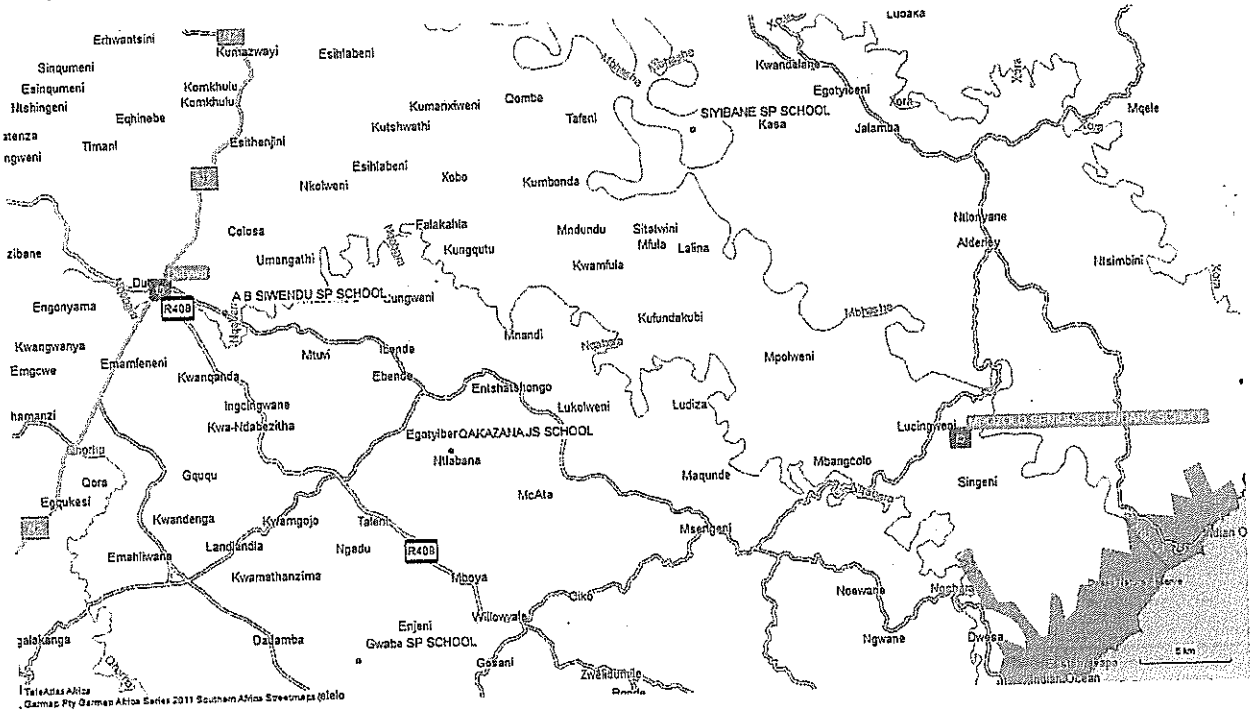
ATTENTION: MR R SOTO

Dear Sir

DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT - MPOZOLO SENIOR SECONDARY SCHOOL:GEOTECHNICAL REPORT

ControLab was requested to do a geotechnical investigation on the above-mentioned project. The investigation consisted of six (6) trial pits excavated by hand to refusal depths. Dynamic Cone Penetrometer (DCP) tests were performed adjacent to the trial pit. The trial pits were profiled by a qualified Engineering Technician utilising "The Revised Guide to Soil Profiling for Civil Engineering Purposes in Southern Africa" produced by Jennings, Brink and Williams. The trial pit profiles are attached to this document.

The existing Mpozolo Senior Secondary School was situated approximately 45km east of Dutywa in the Eastern Cape Province.



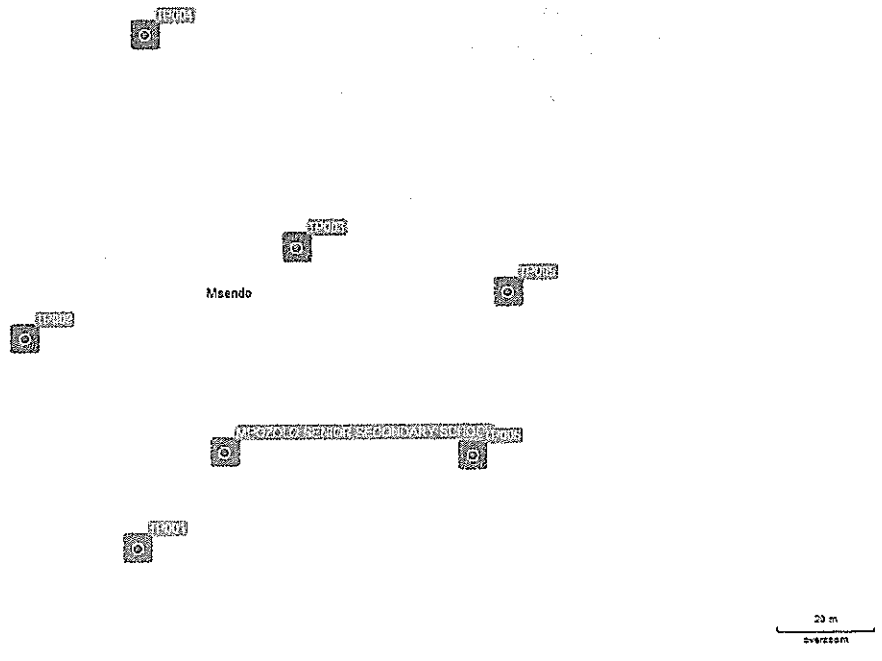
According to the geological map 3228 Kei Mouth published in 1979 by the Chief Director of Surveys and Mapping, the site under investigation falls within the Karoo sequence and belongs to the Beaufort Group, embracing the Tarkastad and Adelaide Subgroups and the Burgersdorp and Katberg formations. These formations generally consist of mudstones and sandstones with some dolerite dyke intrusions.

Dutywa normally receives about 534mm of rain per year, with most rainfall occurring mainly during summer. It receives the lowest rainfall (7mm) in June and the highest (77mm) in March. The monthly average midday temperatures for Dutywa range from 18.3°C in July to 25°C in February. The region is the coldest during July when the mercury drops to 5.1°C on average during the night.

Wienerts climatic N number for the area is less than 2, which should indicate that the rocks would decompose implying that chemical weathering would dominate over mechanical weathering.

The co-ordinates for the various trial pits were as follows:

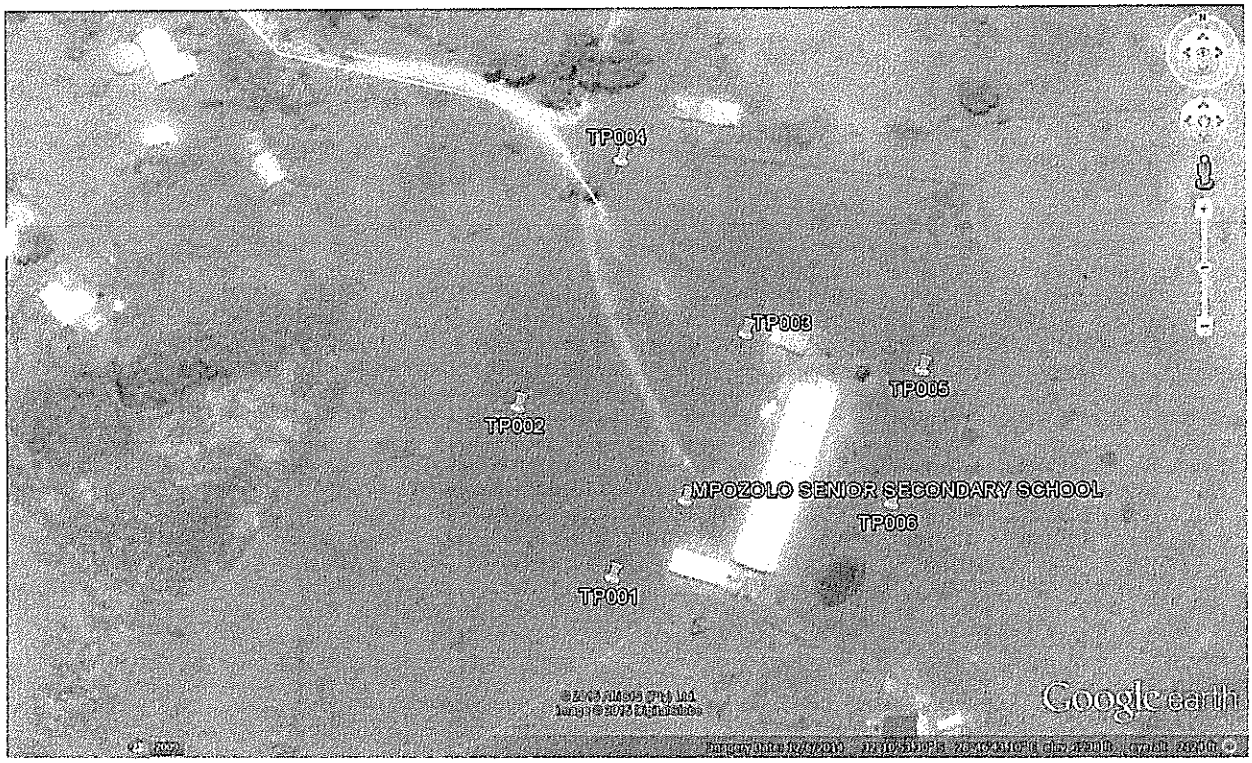
➢ Trial Hole 1	S 32°10'55.0"	E 28°46'42.9"
➢ Trial Hole 2	S 32°10'53.6"	E 28°46'42.0"
➢ Trial Hole 3	S 32°10'53.0"	E 28°46'44.2"
➢ Trial Hole 4	S 32°10'51.6"	E 28°46'43.0"
➢ Trial Hole 5	S 32°10'53.3"	E 28°46'45.9"
➢ Trial Hole 6	S 32°10'54.4"	E 28°46'45.6"



Nine (9) disturbed soil sample was taken of typical horizons for Foundation Indicators and Atterberg Limits tests.

Five (5) disturbed samples were taken for Road Indicator, California Bearing Ratio (CBR) and Atterberg limit tests.

All the test results are attached to this document.



BRIEF INTERPRETATION OF THE TEST RESULTS

- **Typical Horizons**

The transported material profiled consisted of sandy silt. At some trial pit positions, ferricrete nodules were profiled within the transported horizon. The moisture conditions were slightly moist, the consistency was firm and the structures were intact.

The residual material encountered consisted of sandstone or mudstone. The moisture conditions were slightly moist, the consistency was hard and the structures were foliated.

Excavation refusals were recorded at all of the test pit positions:

➢ Trial Hole 1	Refusal @ 855mm on sandstone
➢ Trial Hole 2	Refusal @ 590mm on sandstone
➢ Trial Hole 3	Refusal @ 840mm on sandstone
➢ Trial Hole 4	Refusal @ 910mm on sandstone
➢ Trial Hole 5	Refusal @ 845mm on mudstone
➢ Trial Hole 6	Refusal @ 1220mm on mudstone

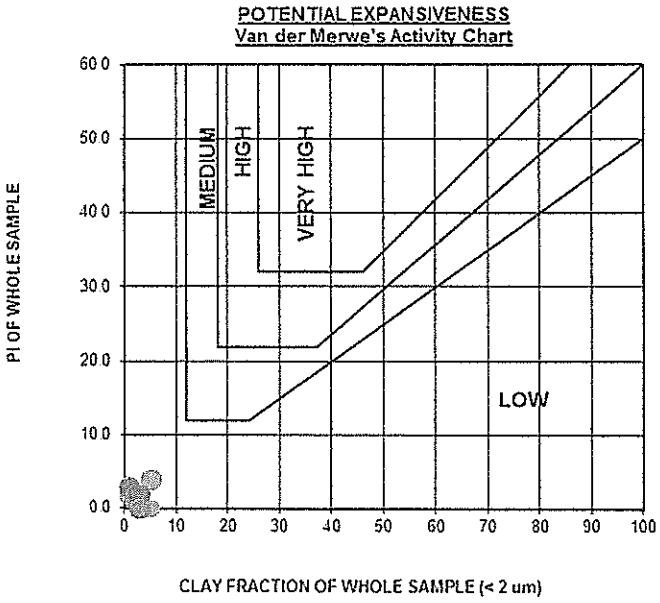
- **Foundation Indicators**

Nine (9) Foundation Indicator tests were performed to determine the volumetric instability of the soils. The result indicated that there was a low potential risk for expansive material.

The expansiveness of the horizon tested was evaluated using Van der Merwe's method of classification. The PI of the whole sample varied between 0 and 4 with the clay fraction (0.002mm sieve) ranging between 1% and 5%.

According to the SAICE Code of Practice (Foundations and Superstructures for Single Storey Residential Buildings and Masonry Construction) the proposed site may be classed "H Class".

POSITION	DEPTH	DESCRIPTION	0.002 mm	LINEAR SHRINKAGE	PI WHOLE SAMPLE	POTENTIAL EXPANSIVENESS
TP 1	0 - 700	dk R sdy st	3	0.0	0.0	LOW
TP 1	700 - 855	lt Ol Br Ss	1	4.5	3.0	LOW
TP 2	470 - 590	Pale R Ss	2	5.0	2.0	LOW
TP 3	0 - 615	dk R sdy st	5	0.0	0.0	LOW
TP 3	615 - 840	lt Ol Br Ss	1	3.0	2.0	LOW
TP 4	0 - 540	dk R sdy st	5	2.0	4.0	LOW
TP 4	540 - 910	Pale R Ss	2	4.0	1.0	LOW
TP 5	300 - 845	lt Ol Ms	2	3.0	2.0	LOW
TP 6	860 - 1220	lt Ol weath Ms	3	4.0	2.0	LOW



- **Road Indicators**

Five (5) samples were tests for the suitability of using the material during construction.

The Road Indicator test results indicated that the material varied between being weaker than a G10 material to a G10 material (TRH14 material classification). Most of the material will be suitable for use as backfill to the new structure. Care must be taken to specify compaction of at least 93% of modified AASHTO density to ensure that the required support under the concrete slab is provided.

POSITION	DEPTH	DESCRIPTION	G M	L L (%)	P I (%)	L S (%)	MDD (kg/m3)	OMC (%)	C.B.R. @ 100%	C.B.R. @ 95 %	C.B.R. @ 90 %	SWELL (%)	TRH14 CLASS
TP 1	0 - 700	dk R sdy st	0.68	CBD	NP	0.0	1851	11.4	15	7	4	1.08	G10
TP 2	0 - 470	dk R sdy st	0.36	22	5	2.0	1801	10.8	14	5	2	1.20	<G10
TP 4	540 - 910	Pale R Ss	2.66	24	8	4.0	2004	7.3	11	6	3	0.70	G10
TP 5	300 - 845	lt Ol Ms	2.29	23	8	3.0	1878	7.0	33	14	6	0.90	G10
TP 6	0 - 860	dk R sty cl + Ferr	1.06	CBD	SP	1.0	1853	10.3	5	3	1	0.90	<G10

- **DCP Results/Bearing Capacity**

DCP tests were performed at all of the tests. Based on the DCP penetration rate the estimated safe bearing pressure at founding depth will be in the order of 130kPa.

DCP Penetration refusals were recorded at all of the test positions. The depths of the various tests were as follow:

- TP 1 S 32°10'55.0" E 28°46'42.9" Refusal @ 885mm
- TP 2 S 32°10'53.6" E 28°46'42.0" Refusal @ 415mm
- TP 3 S 32°10'53.0" E 28°46'44.2" Refusal @ 675mm
- TP 4 S 32°10'51.6" E 28°46'43.0" Refusal @ 695mm
- TP 5 S 32°10'53.3" E 28°46'45.9" Refusal @ 470mm
- TP 6 S 32°10'54.4" E 28°46'45.6" Refusal @ 1325mm

Note that the DCP penetration rate will change with any changes to the moisture content or density of the material tested.

- **Ground Water/Dampness**

No indications of high or fluctuating water tables were noted and problems with regards to dampness were not expected.

- **Excavations**

Excavations were done by hand and refusals were recorded within the residual sandstone and mudstone. Excavations for the foundations can generally be classified as being soft.

Deep excavations within the residual sandstone or mudstone may vary between soft and intermediate.

Based on the Foundation Indicator tests results as well as the DCP tests performed there were no geotechnical problems or instabilities identified. According to the SAICE Code of Practice (Foundations and Superstructures for Single Storey Residential Buildings and Masonry Construction) the site can be classified as a "H class.

As per the recommendations of the SAICE guideline document (for single story masonry structures), normal strip foundation should be sufficient.

Material on the site will be suitable for backfill but it is recommended that compaction should be specified to 93% of modified AASHTO density.

While every effort has been made during the fieldwork phase of this investigation to identify the various soil horizons, their problems and distribution, it is impossible to guarantee that isolated zones of poorer material have not been missed. The investigation was, however, thorough and conditions are not expected to vary from those described in this report. The engineers are nevertheless strongly urged to inspect service trenches and foundations once opened to assure themselves that conditions are not at a variance with those described in this report. Disparities in founding material type should be referred to an expert.

Note that this report does not give a foundation or pavement design but offers an interpretation of the laboratory test results.

Regards,

DEON LOUW **Pr. Tech. Eng, MSc (Civil)**
TECHNICAL MANAGER

ControLab South Africa (Pty) Ltd

201000682907

CIVIL ENGINEERING MATERIALS AND GEOTECHNICAL LABORATORY

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OTHER BRANCH OFFICES: Cape Town, Kokstad, Mthatha, Lusaka - Zambia

CLIENT: JKN Development Consultants
P O Box 8285
NAHOON
5210

ATT: Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO SSS
DATE RECEIVED: 2015-11-09
DATE TESTED: 2015-12-03
DATE REPORTED: 2015-12-08
TEST REPORT NO.: MT29335

MATERIALS TEST REPORT

SAMPLE NO:	4253	4260				
POSITION / CHAINAGE	TP 2	TP 6				
DEPTH mm	0 - 470	0 - 860				
DESCRIPTION	dk R	dk R				
	sdy st	sty cl +				
		Ferr				

Sieve Analysis (Wet Preparation) TMH1 - Method A1 (a)

% PASSING 75 mm						
63 mm						
53 mm						
37.5 mm						
26.5 mm		100				
19 mm	100	98				
13.2 mm	99	95				
4.75 mm	96	84				
2.00 mm	95	73				
0.425 mm	93	68				
0.075 mm	76.0	52.7				

Soil Mortar Analysis - TMH1 - Method A5

COURSE SAND (%)	2	7				
FINE SAND (%)	18	21				
SILT / CLAY (%)	80	72				
GRADING MODULUS	0.36	1.06				

Atterberg Limits - TMH1 - Methods A2, A3, A4

LIQUID LIMIT (%)	22	CBD				
PLASTICITY INDEX (%)	5	SP				
LINEAR SHRINKAGE (%)	2.0	1.0				

Maximum Dry Density & Optimum Moisture Content - TMH1 - Method A7 / California Bearing Ratio - TMH1 - Method A8

Maximum Dry Density (kg/m^3)	1801	1853				
Optimum Moisture Content (%)	10.8	10.3				
C.B.R. @ 100% COMPACTION	14	5				
C.B.R. @ 98 % COMPACTION	9	4				
C.B.R. @ 95 % COMPACTION	5	3				
C.B.R. @ 93 % COMPACTION	3	2				
C.B.R. @ 90 % COMPACTION	2	1				
SWELL @ 100% COMP. (%)	1.20	0.90				
TRH 14 CLASSIFICATION	<G10	<G10				

The above test results are pertinent to the samples tested only. While the tests are carried out according to recognized standards, Controlab shall not be liable for erroneous testing or reporting thereof. This report may not be reproduced except in full withour prior consent of Controlab.

Technical Signatory:
J Atterbury

Remarks:
Sample Delivered by Customer [ ]
Sampled by Controlab [X]

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ATT : Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO SSS
DATE RECEIVED: 2015-11-09
DATE TESTED: 2015-12-03
DATE REPORTED: 2015-12-08
TEST REPORT NO.: MT29335

FOUNDATION INDICATOR REPORT

SAMPLE NO	4251	4252	4254	4255	4256	
POSITION	TP 1		TP 2	TP 3		
DEPTH mm	0 - 700	700 - 855	470 - 590	0 - 615	615 - 840	
DESCRIPTION	dk R	lt Ol Br	Pale R	dk R	lt Ol Br	
	sdy st	Ss	Ss	sdy st	Ss	
SIEVE ANALYSIS % PASSING SIEVES: Method :TMH1 A1(a) & A5						
% PASSING 75 mm		100	100		100	
37.5 mm		74	76		62	
19 mm		55	52		57	
9.5 mm		46	41		43	
4.75 mm	100	38	33	100	36	
2.36 mm	93	32	27	99	32	
1.18 mm	93	29	24	97	30	
0.600 mm	92	28	23	96	28	
0.425 mm	92	27	22	96	28	
0.300 mm	92	27	22	96	28	
0.150 mm	87	24	20	92	26	
0.075 mm	47.0	12.9	11.7	51.0	13.7	
HYDROMETER ANALYSIS: Method ASTM D422						
0.06 mm	41	11	10	44	12	
0.02 mm	33	5	6	21	5	
0.006 mm	9	2	3	9	2	
0.002 mm	3	1	2	5	1	
ATTERBERG LIMITS: Method: TMH1 A2 ; A3 & A4						
LIQUID LIMIT	CBD	25	24	CBD	23	
PLASTICITY INDEX	NP	11	11	NP	8	
LINEAR SHRINKAGE	0.0	4.5	5.0	0.0	3.0	
PREDICTION OF HEAVE (VAN DER MERWE METHOD)						
PI WHOLE SAMPLE	0.0	3.0	2.0	0.0	2.0	
POTENTIAL EXPANSIVENESS	LOW	LOW	LOW .	LOW	LOW	
Maximum Dry Density & Optimum Moisture Content - TMH1 - Method A7 / California Bearing Ratio - TMH1 - Method A8						
Maximum Dry Density (kg/m^3)	1851					
Optimum Moisture Content (%)	11.4					
C.B.R. @ 100% COMPACTION	15					
C.B.R. @ 98 % COMPACTION	11					
C.B.R. @ 95 % COMPACTION	7					
C.B.R. @ 93 % COMPACTION	5					
C.B.R. @ 90 % COMPACTION	4					
SWELL @ 100% COMP. (%)	1.08					
TRH 14 CLASSIFICATION	G10					

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Technical Signatory: J Atterbury

Remarks:
Samples Delivered by Customer
Sampled by Controlab: YES

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ATT : Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO SSS
DATE RECEIVED: 2015-11-09
DATE TESTED: 2015-12-03
DATE REPORTED: 2015-12-08
TEST REPORT NO.: MT29335

FOUNDATION INDICATOR REPORT

SAMPLE NO	4257	4258	4259	4261		
POSITION	TP 4		TP 5	TP 6		
DEPTH mm	0 - 540	540 - 910	300 - 845	860 - 1220		
DESCRIPTION	dk R	Pale R	lt Ol	lt Ol		
	sdy st	Ss	Ms	weath		
				Ms		
SIEVE ANALYSIS % PASSING SIEVES: Method :TMH1 A1(a) & A5						
% PASSING 75 mm		79	100	92		
37.5 mm		61	94	81		
19 mm	100	38	70	73		
9.5 mm	98	25	55	58		
4.75 mm	96	19	44	48		
2.36 mm	93	15	34	41		
1.18 mm	89	13	29	34		
0.600 mm	87	12	26	29		
0.425 mm	86	12	25	27		
0.300 mm	86	12	25	27		
0.150 mm	82	11	24	24		
0.075 mm	45.0	7.3	12.5	13.6		
HYDROMETER ANALYSIS: Method ASTM D422						
0.06 mm	38	6	11	12		
0.02 mm	17	4	5	6		
0.006 mm	8	2	3	4		
0.002 mm	5	2	2	3		
ATTERBERG LIMITS: Method: TMH1 A2 ; A3 & A4						
LIQUID LIMIT	18	24	23	23		
PLASTICITY INDEX	5	8	8	8		
LINEAR SHRINKAGE	2.0	4.0	3.0	4.0		
PREDICTION OF HEAVE (VAN DER MERWE METHOD)						
PI WHOLE SAMPLE	4.0	1.0	2.0	2.0		
POTENTIAL EXPANSIVENESS	LOW	LOW	LOW	LOW		
Maximum Dry Density & Optimum Moisture Content - TMH1 - Method A7 / California Bearing Ratio - TMH1 - Method A8						
Maximum Dry Density (kg/m^3)		2004	1878			
Optimum Moisture Content (%)		7.3	7.0			
C.B.R. @ 100% COMPACTION		11	33			
C.B.R. @ 98 % COMPACTION		9	24			
C.B.R. @ 95 % COMPACTION		6	14			
C.B.R. @ 93 % COMPACTION		5	10			
C.B.R. @ 90 % COMPACTION		3	6			
SWELL @ 100% COMP. (%)		0.70	0.90			
TRH 14 CLASSIFICATION		G10	G10			

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Technical Signatory: J Atterbury

Remarks:
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Sampled by Controlab: YES

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CLIENT: JKN Development Consultants
P O Box 8285
NAHOON
5210

ATT: Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO S S S

REF: MT29335

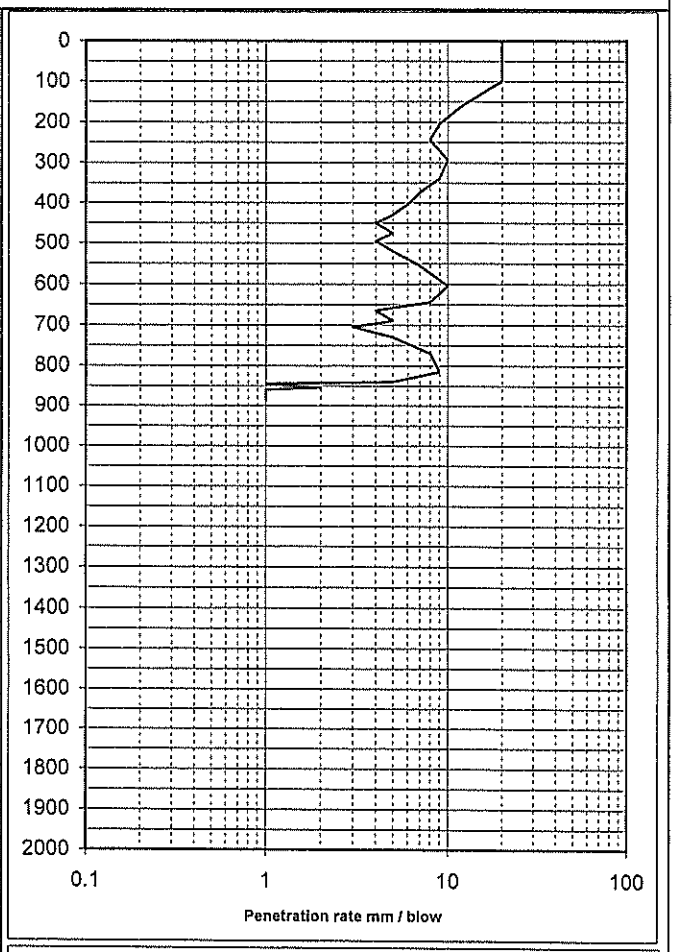
DATE: 2015-11-26

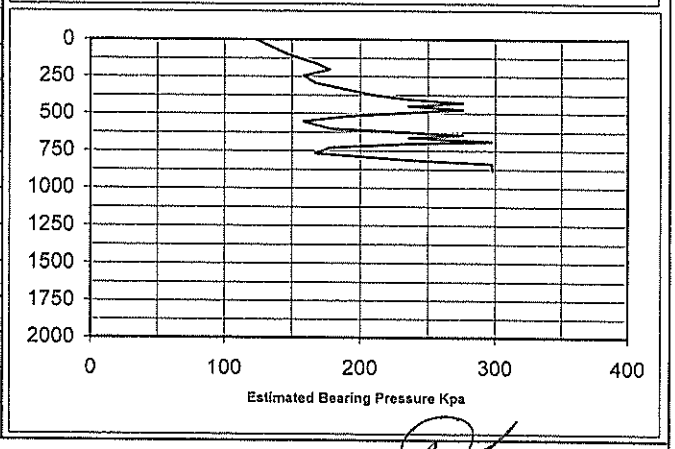
DYNAMIC CONE PENETROMETER DATA

POSITION: TP 1
S 32°10'55.0" E 28°46'42.9"

REMARKS: Refusal @ 885mm

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR	Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR
0							
100	5	20	9				
160	10	12	18				
205	15	9	25				
245	20	8	30				
295	25	10	22				
340	30	9	25				
375	35	7	35				
405	40	6	45				
430	45	5	55				
450	50	4	75				
475	55	5	55				
495	60	4	75				
520	65	5	55				
555	70	7	35				
605	75	10	22				
645	80	8	30				
665	85	4	75				
690	90	5	55				
705	95	3	110				
730	100	5	55				
770	105	8	30				
815	110	9	25				
840	115	5	55				
845	120	1	>110				
855	125	2	>110				
860	130	1	>110				
865	135	1	>110				
870	140	1	>110				
875	145	1	>110				
880	150	1	>110				
885	155	1	>110				





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OTHER BRANCH OFFICES: Cape Town, Kokstad, Mthatha, Lusaka - Zambia

CLIENT: JKN Development Consultants
P O Box 8285
NAHOON
5210

ATT: Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO S S S

REF: MT29335

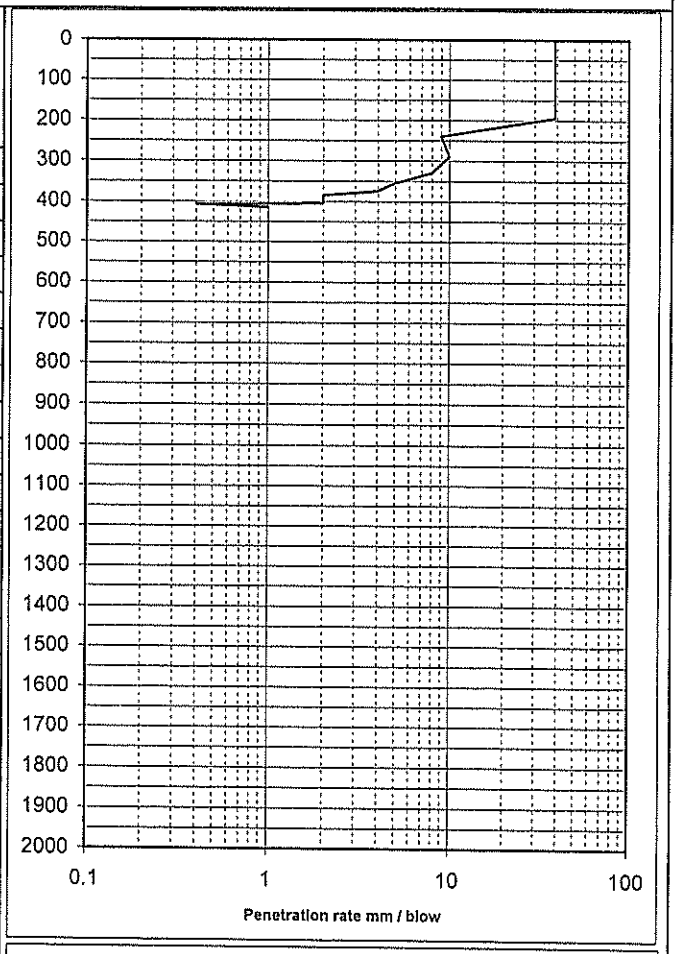
DATE: 2015-11-26

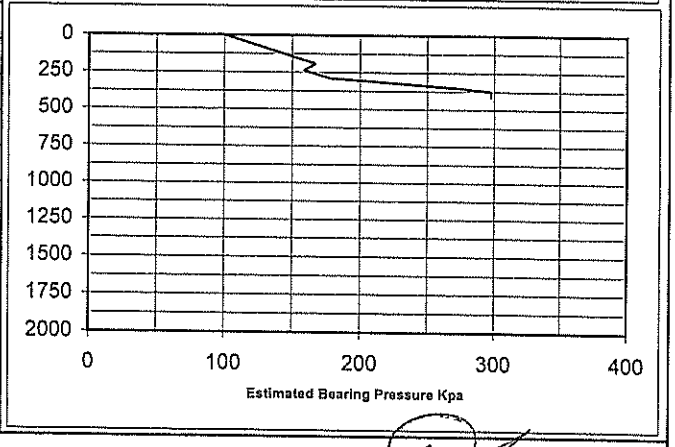
DYNAMIC CONE PENETROMETER DATA

POSITION: TP 2
S 32°10'53.6" E 28°46'42.0"

REMARKS: Refusal @ 415mm

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR	Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR
0							
195	5	39	4				
240	10	9	25				
290	15	10	22				
330	20	8	30				
355	25	5	55				
375	30	4	75				
385	35	2	>110				
395	40	2	>110				
405	45	2	>110				
407	50	0.4	>110				
410	55	0.6	>110				
415	60	1	>110				





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ATT: Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO S S S

REF: MT29335

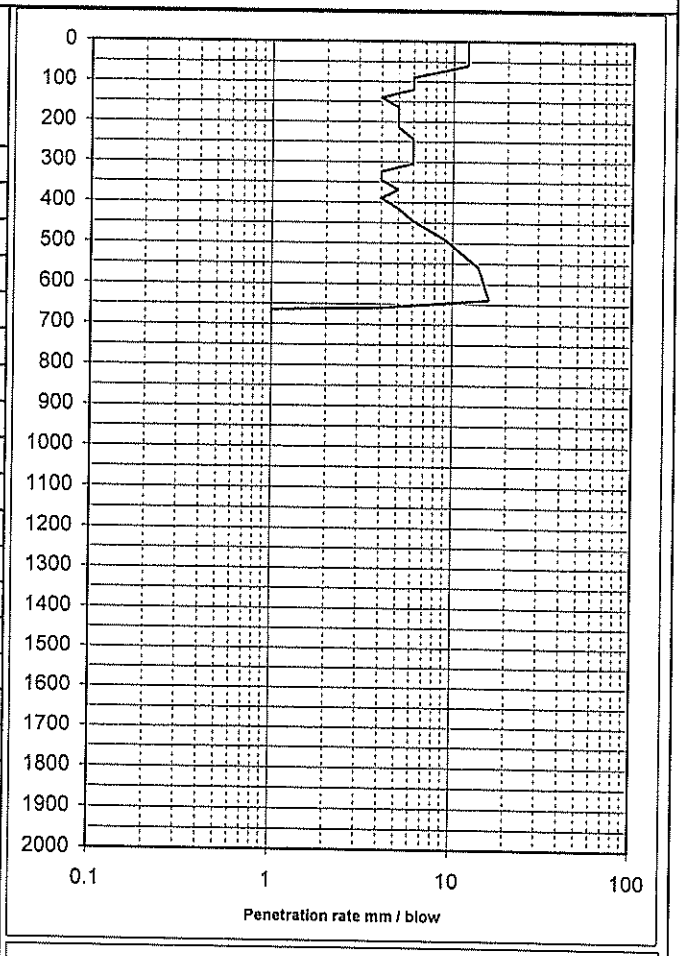
DATE: 2015-11-26

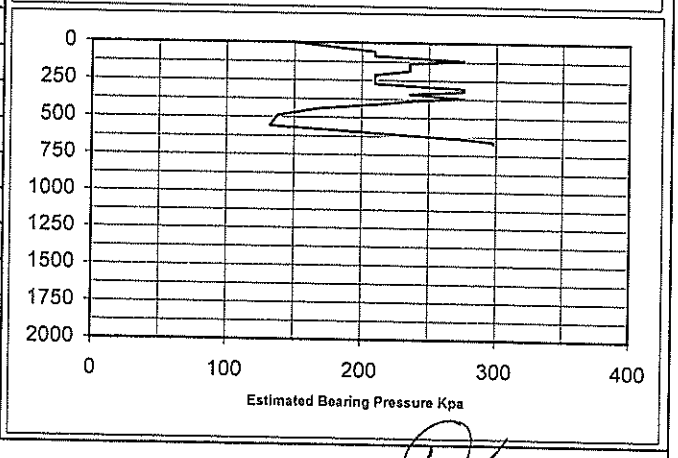
DYNAMIC CONE PENETROMETER DATA

POSITION: TP 3
S 32°10'53.0" E 28°46'44.2"

REMARKS: Refusal @ 675mm

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR	Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR
0							
60	5	12	18				
90	10	6	45				
120	15	6	45				
140	20	4	75				
165	25	5	55				
190	30	5	55				
215	35	5	55				
245	40	6	45				
275	45	6	45				
305	50	6	45				
325	55	4	75				
345	60	4	75				
370	65	5	55				
390	70	4	75				
415	75	5	55				
445	80	6	45				
490	85	9	25				
560	90	14	15				
640	95	16	13				
660	100	4	75				
665	105	1	>110				
670	110	1	>110				
675	115	1	>110				





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ATT: Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO S S S

REF: MT29335

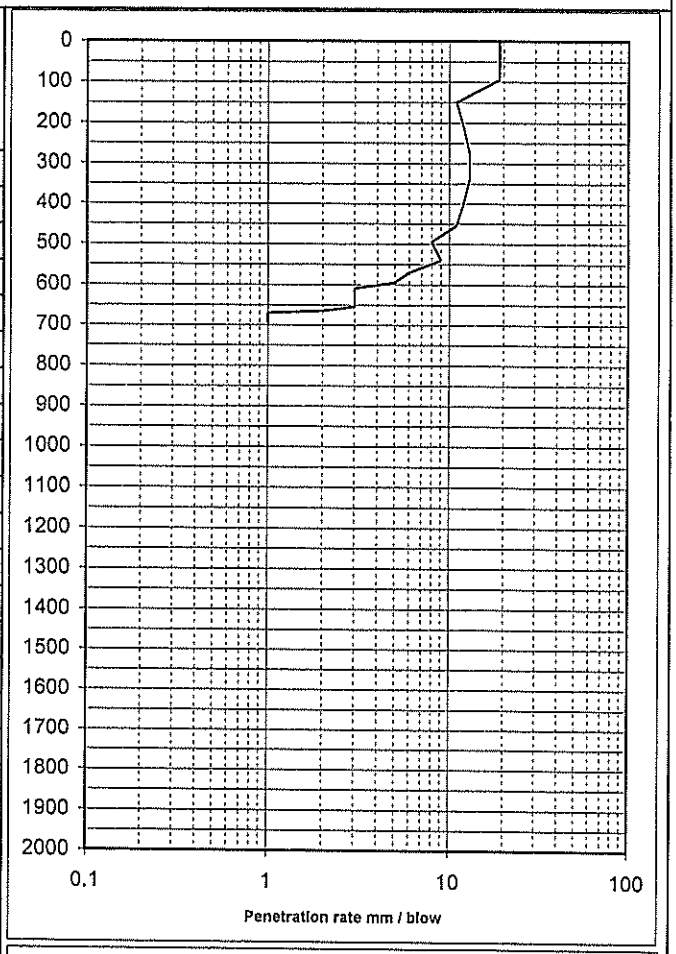
DATE: 2015-11-26

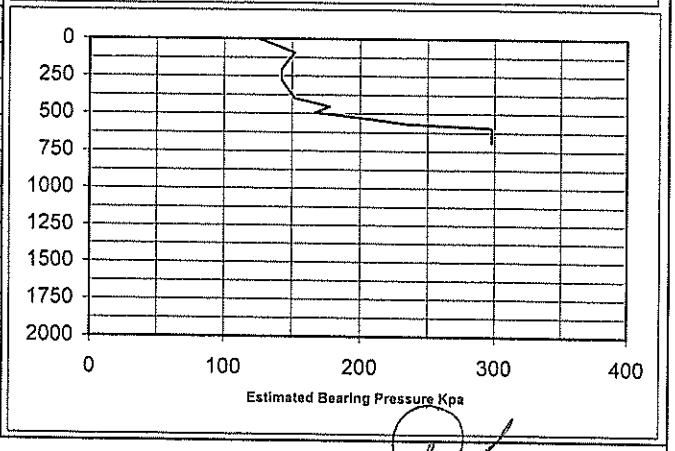
DYNAMIC CONE PENETROMETER DATA

POSITION: TP 4
S 32°10'51.6" E 28°46'43.0"

REMARKS: Refusal @ 695mm

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR	Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR
0							
95	5	19	10				
150	10	11	20				
210	15	12	18				
275	20	13	16				
340	25	13	16				
400	30	12	18				
455	35	11	20				
495	40	8	30				
540	45	9	25				
570	50	6	45				
595	55	5	55				
610	60	3	110				
625	65	3	110				
640	70	3	110				
655	75	3	110				
665	80	2	>110				
670	85	1	>110				
675	90	1	>110				
680	95	1	>110				
685	100	1	>110				
690	105	1	>110				
695	110	1	>110				





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PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO S S S

REF: MT29335

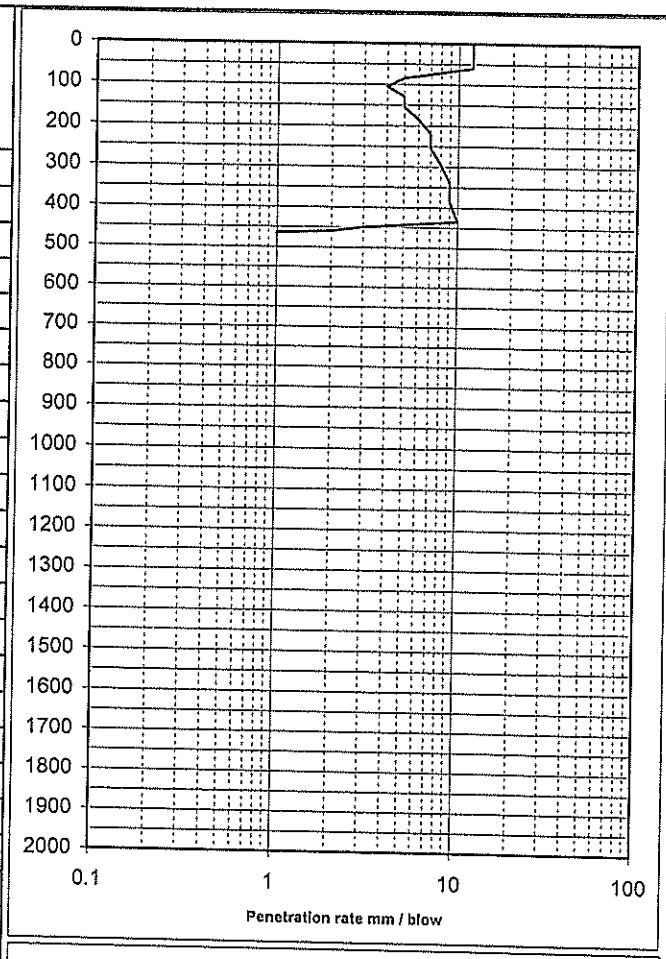
DATE: 2015-11-26

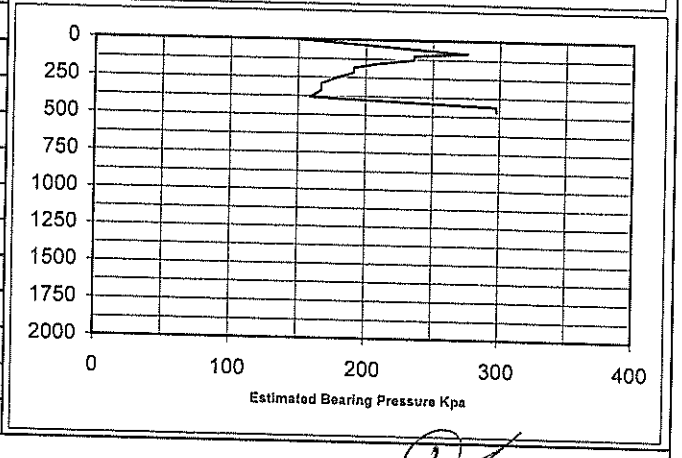
DYNAMIC CONE PENETROMETER DATA

POSITION: TP 5
S 32°10'53.3" E 28°46'45.9"

REMARKS: Refusal @ 470mm

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR	Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR
0							
60	5	12	18				
85	10	5	55				
105	15	4	75				
130	20	5	55				
155	25	5	55				
185	30	6	45				
220	35	7	35				
255	40	7	35				
295	45	8	30				
340	50	9	25				
385	55	9	25				
435	60	10	22				
450	65	3	110				
460	70	2	>110				
465	75	1	>110				
470	80	1	>110				





Technical Signatory: _____ J Atterbury

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CLIENT: JKN Development Consultants
P O Box 8285
NAHOON
5210

ATT: Mr R Soto

PROJECT: DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT MPOZOLO S S S

REF: MT29335

DATE: 2015-11-26

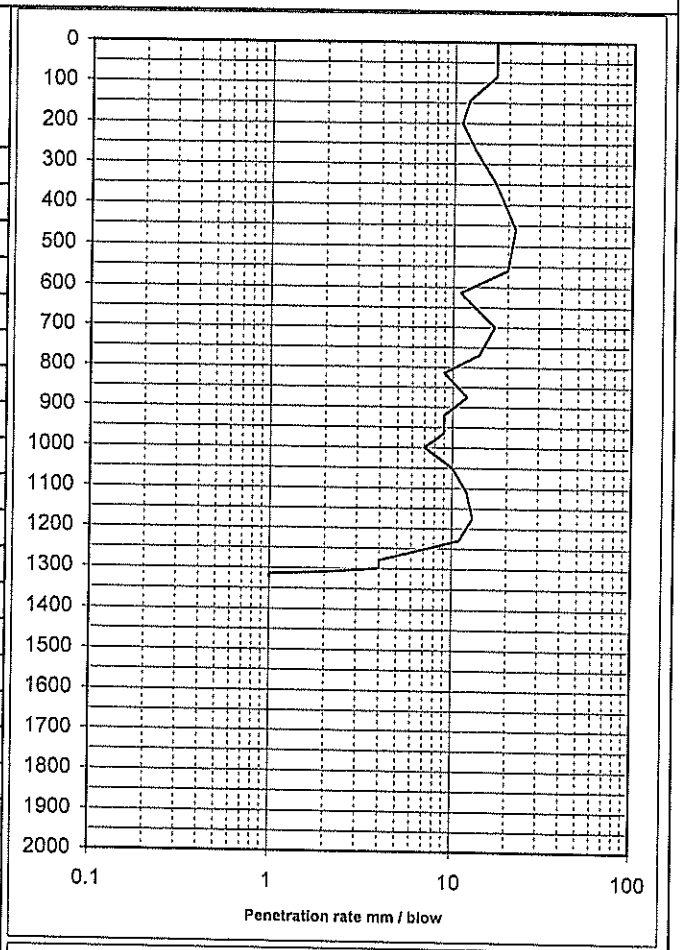
DYNAMIC CONE PENETROMETER DATA

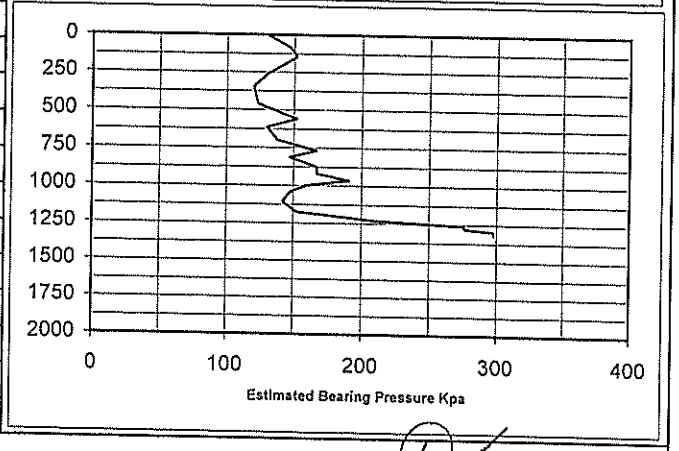
POSITION: TP 6
S 32°10'54.4" E 28°46'45.6"

REMARKS: Refusal @ 1325mm

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR
0			
85	5	17	12
145	10	12	18
200	15	11	20
265	20	13	16
350	25	17	12
460	30	22	8
560	35	20	9
615	40	11	20
700	45	17	12
770	50	14	15
815	55	9	25
875	60	12	18
920	65	9	25
965	70	9	25
1000	75	7	35
1050	80	10	22
1110	85	12	18
1175	90	13	16
1230	95	11	20
1260	100	6	45
1280	105	4	75
1300	110	4	75
1310	115	2	>110
1315	120	1	>110
1320	125	1	>110
1325	130	1	>110

Depth (mm)	Cumutalive No. Blows	Penetration Rate (mm)	Estimated Insitu CBR





Technical Signatory: _____ J Atterbury

ControLab South Africa (Pty) Ltd
CIVIL ENGINEERING MATERIALS AND GEOTECHNICAL LABORATORY

CLIENT:	JKN Development Consultants	**TRIAL PIT No.'s :**	1, 2, 3
PROJECT:	DOE SCHOOLS CLUSTER 3 - DUTYWA DISTRICT : MPOZOLO S S S	**EXCAVATED BY:**	HAND
		DATE:	19-11-2015
REF:	MT29335		

TEST PIT LOGS

Position: *Trial Hole 1*

S 32°10'55.0"
E 28°46'42.9"

Depth (m)	Description
0.0 – 0.7	Slightly moist, dark Red, firm to stiff, intact, sandy silt. Transported:
0.7 – 1.0	Slightly moist, light Olive Brown, hard to very hard, foliated, Sandstone. Residual:
1.4	**SAMPLES TAKEN: 4251, 4252**
	No ground water.
1.5	Refusal @ 855mm on Sandstone

Position: *Trial Hole 2*

S 32°10'53.6"
E 28°46'42.0"

Depth (m)	Description
0.0 – 0.5	Slightly moist, dark Red, firm to stiff, intact, sandy silt. Transported:
0.5 – 1.0	Slightly moist, Pale Red, hard to very hard, foliated, Sandstone. Residual:
1.4	**SAMPLES TAKEN: 4253, 4254**
	No ground water.
1.5	Refusal @ 590mm on Sandstone

Position: *Trial Hole 3*

S 32°10'53.0"
E 28°46'44.2"

Depth (m)	Description
0.0 – 0.7	Slightly moist, dark Red, firm to stiff, intact, sandy silt. Transported:
0.7 – 1.0	Slightly moist, light Olive Brown, hard to very hard, foliated, Sandstone. Residual:
1.4	**SAMPLES TAKEN: 4255, 4256**
	No ground water.
1.5	Refusal @ 840mm on Sandstone

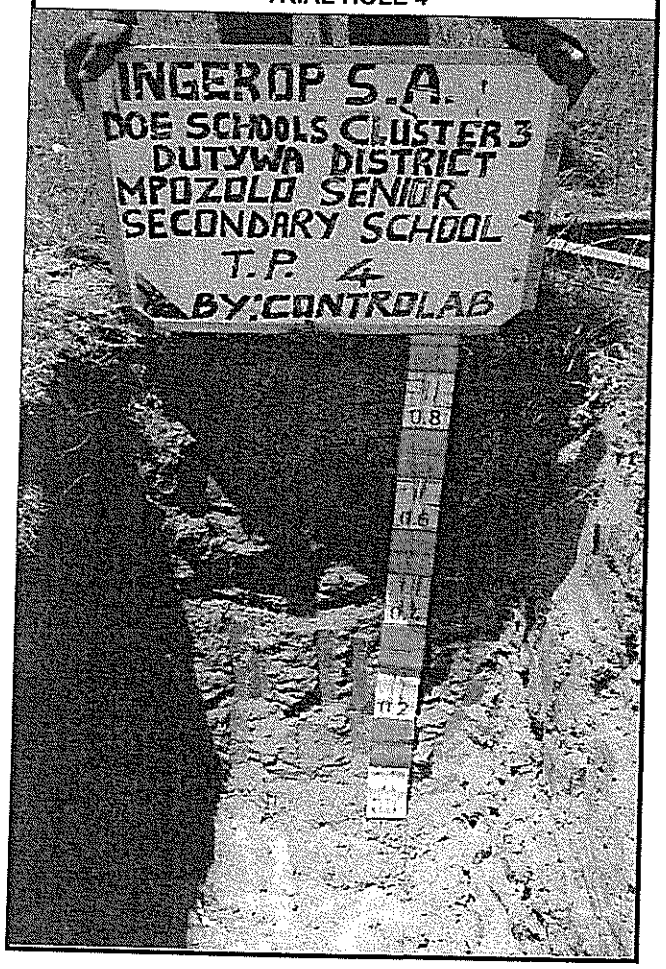
ControLab South Africa (Pty) Ltd

CIVIL ENGINEERING MATERIALS AND GEOTECHNICAL LABORATORY

CLIENT:	JKN Development Consultants	TRIAL PIT No.'s :	1 - 3
PROJECT:	DOE SCHOOLS CLUSTER 3 DUTYWA DISTRICT MPOZOLO SSS	EXCAVATED BY:	HAND
		DATE:	19-11-2015
REF:	MT29335		

TEST PIT PHOTOGRAPHS

TRIAL HOLE 4



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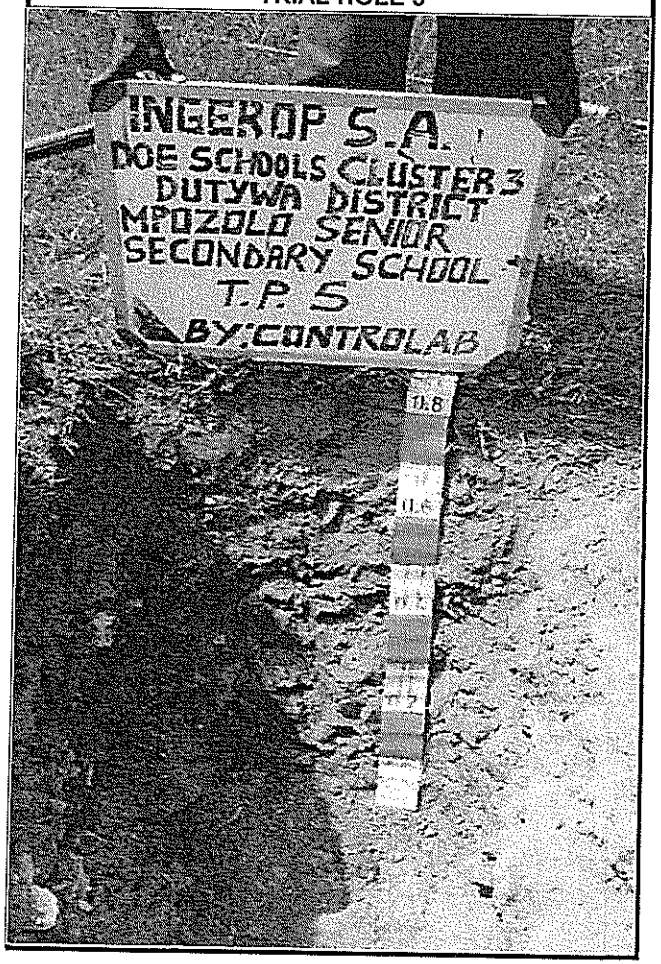
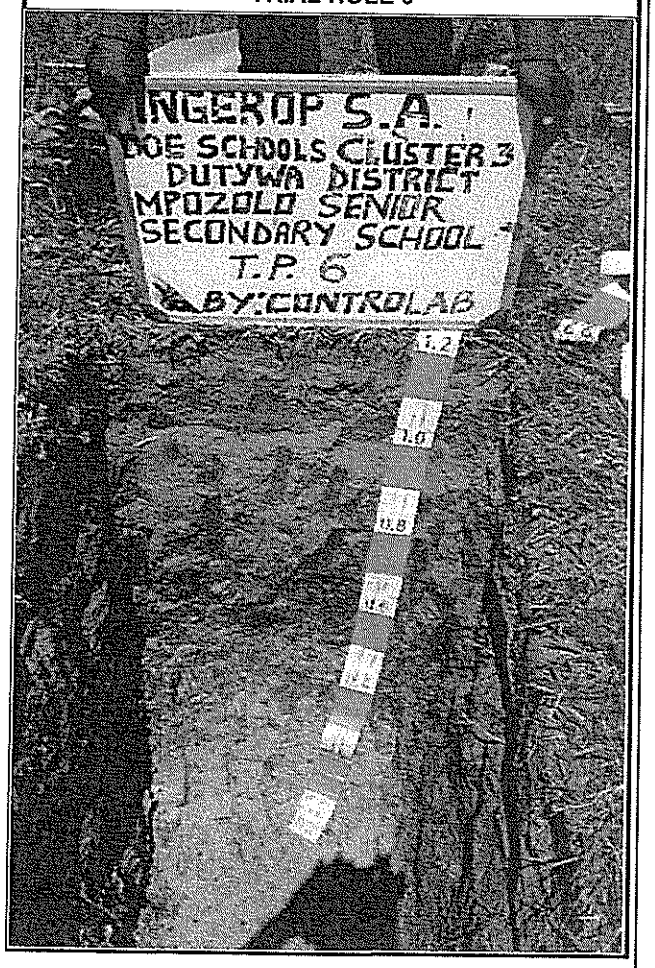


TRIAL HOLE 6



CIDB Standard for Developing Skills through Infrastructure Contracts

Government Gazette
Staatskoerant

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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

GENERAL NOTICE 1779 OF 2023

Construction Industry Development Board

Standard for Developing Skills through Infrastructure Contracts

31 MARCH 2023

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

a) a part- or full occupational qualification registered on the National Qualification Framework;

b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);

c) a national diploma registered on the National Qualification Framework; and

d) registration in a professional category by one of the professional bodies listed in the standard.

Mr Khulile Nzo
Chairperson: Construction Industry Development Board

Standard for developing skills through infrastructure contracts

(31 MARCH 2023)

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Version	Date	Comments
1.0	8 August 2013	
2.0	03 July 2020	
3.0	31 March 2023	

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Introduction

Procurement may be defined as the process which creates, manages and fulfils contracts. Procurement accordingly commences once a need for goods, services or works has been identified and it ends when the goods are received, or the services or construction works are completed. Public procurement can have a significant impact on social and economic development, if it is used to leverage social and development objectives.

The South African government requires that its considerable expenditure on the delivery, maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils. This standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, design and build or engineering and construction works contracts associated with such expenditure. This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

a) a part- or full occupational qualification registered on the National Qualification Framework.

b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);

c) a national diploma registered on the National Qualification Framework; and

d) registration in a professional category by one of the professional bodies listed in Table 1 of this standard.

Contractors are responsible for achieving the contract skills development goals and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subcontractors.

This standard should be applied to;

A contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:

a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or

b) a cidb grading designation of grade 7 or higher, in case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

This Standard will be subject to review every five years, or sooner if required.

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Standard for developing skills through infrastructure contracts

1 Scope

This standard establishes a key performance indicator;

a) in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

   (i) a part- or full occupational qualification registered on the National Qualification Framework; or

   (ii) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or

   (iii) a national diploma registered on the National Qualification Framework; or

   (iv) registration in a professional category by a statutory council listed in Table 1.

b) in the delivery, maintenance and operation of infrastructure through the performance of professional service, engineering and construction works, or design and build contracts or an order associated with such a contract and

c) sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE 1: Guidance on the manner in which this standard should be incorporated into procurement documents is provided in Annex A.

NOTE 2: This standard can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

allowance
amount provided for in the contract or an order by the employer relating to one or more of the following:

a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;

b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;

c) provision for price adjustment for inflation; or

d) other budgetary provisions intended to cover the employer's contractual risks

artisan
a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

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black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

candidate
a person who is registered in a category of registration which ultimately leads to registration in a professional category by one of the statutory councils listed in Table 1

cidb
Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

class of construction works
the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004, as amended from time to time

contract amount
financial value of the contract at the time of the award of the contract or an order at the time of issue, including value added tax but excluding all allowances and expenses

contract skills development credits
the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period

contract skills development goal (CSDG)
the number of hours or head count of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order, up to:

a) completion, in the case of a professional service contract;
b) the end of the service period, in the case of a service contract; and
c) practical completion, in the case of an engineering and construction works contract

contractor
person or organization that contracts to provide professional services, goods and related services, or engineering and construction works

design and build contract
engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor

employed learner
a learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner, albeit their employer remaining unchanged.

employer
person or organization entering into a contract with the contractor for the provision of professional services, goods and related services, engineering and construction works (commonly referred to as the client)

employer's representative
person authorized to represent the employer in terms of the contract

engineering and construction works contract
contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

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expenses
costs incurred by the contractor in the performance of the contract or order, which are in terms of the contract recoverable from the employer

framework agreement
agreement between an employer and one or more contractors, the purpose of which is to establish the terms of the governing orders to be awarded during a given period, with regard to price and, where appropriate, the quantity envisaged

mentor
a qualified and experienced person, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

occupational qualification
occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)

order
the instruction to carry out construction works, services or professional services under a framework agreement

part qualification
an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

practical completion
the state of completion at the end of construction required in terms of an engineering and construction works contract

NOTE: Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in an engineering and construction works contract occurs when:

a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works have been completed in accordance with the contract except for minor outstanding works and defects which will not substantially affect the use of the works for their intended purpose.
c) GCC 2010: the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended.
e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract.
f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

professional category
a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this standard

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Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural Scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

professional fees
financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses

professional service contract
contract for the provision of services with the skill and care normally delivered by professionals

Sector Education and Training Authority (SETA)
an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

service contract
contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

site
means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

skills development agency (SDA)
an agency which performs some or all the functions set out in section 4.1.5.

statutory council
a council established as follows:

a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);

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c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984);
g) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002);
h) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or
i) South African Council for the Property Valuers Profession, established by the Property Valuers Profession Act (Act No. 47 of 2000)

structured mentorship
mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional registration

structured workplace learning
component of learning in an occupational qualification or work placement for a trade or professional designation whereby a learner is mentored by a suitably qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council

Sub-total
financial value of the all the items in the Bills of Quantities or Schedule of Rates or Pricing Schedule, excluding value added tax, allowances and expenses

supervisor
a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

Tender sum
the overall pricing figure proposed by a tendering contractor in accordance with the tender pricing document

unemployed learner
a learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998)

work integrated learning
the workplace learning component required by learners completing a national diploma or bachelor degree at a University of Technology or Comprehensive University

3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

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3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the sub-total multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations, issued in terms of the Construction Industry Development Board Act of 2000.

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	**Description**	
CE	Civil engineering	0.25
CE or GB	Civil engineering or General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (Infrastructure)	0.25
GB	General Building	0.50
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

Example 1: The sub-total of the tender sum for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is R65,7m x 0.5% = R328 500.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is R5.6m x 150 = 840 hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

3.1.3 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

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Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

3.3.2 In the case of engineering and construction works, design and build and services contracts:

a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
b) The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in Annex B

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Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:
i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner
ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator, the contractor may pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
iii) The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

Example 3: Training Target Calculation for a R65,7m GB contract

Sub-total	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,5% x R65 700 000
	R328 500

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 4: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 00	R246 00
Total	2			R338 000

3.3.3 Credits towards the contract skills development goal for professional services contracts shall be granted by summating the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

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3.3.3.1 No more than 45 hours may be claimed per week for any individual.

3.3.3.2 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

3.4 Denial of credits

Credits towards the contract skills development goal shall be denied, should:

a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;

b) there be a failure to register all beneficiaries of the Standard with the cidb SDA;

c) there be a failure to submit a copy of the final contract compliance training report, within 30 days of practical completion;

d) the following not be provided:

1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;

2) the required mentorship plan for a candidate;

3) the required training plan for learners;

4) the training reports covering a period;

5) the required records, specified documents and signatures;

6) the structured mentorship in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;

7) the structured workplace learning, in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;

e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and

f) the contractor not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.

g) the contractor claims credits for learners enrolled as beneficiaries on programme that is funded or subsidised from another source.

h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment, when they have had sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall:

a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged;

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b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and

c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

a) the name and contact details of the SDA, (where applicable)

b) the skills mix and skills types achieved on the contract; and

c) the names, Identity numbers and period of employment of each beneficiary.

4.1.3 The contractor shall keep records of the hours worked and registration particulars in compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA and the contractor may enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice, participating in the implementation of this standard, enabling such contractor to:

a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;

b) register learners with the appropriate Sector Education and Training Authority, established in terms of the Skills Development Act of 2008 (Act 37 of 2008);

c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;

d) liaise with the supervisor to monitor onsite training progress of learners;

e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and

f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Supervision associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience.

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The number of artisan learners supervised by a single supervisor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline and having a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall, within one month of commencing work directly related to the contract or order and in respect of each learner, submit to the employer's representative,

a) a workplace training plan together with name of the learner's mentor and/or supervisor.

b) proof of registration as a learner with the relevant SETA where applicable;

c) a copy of the mentorship agreement entered into with the learner, or the company mentorship agreement entered into with the relevant qualified agency for method 3 and method 4; and

d) shall, within two weeks of updating and revising the workplace training plan, and at the end of the structured mentorship period, submit to the employer's representative;

(i) a quarterly progress report,

(ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.2.6 Learners shall, whenever a substantial activity or training period has been completed, be required by the supervisor to complete training reports required by the relevant qualifying authority.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards qualification.

4.3 Structured workplace learning for candidates

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;

b) identify a suitable mentor for the candidate. If the contractor does not have an in-house mentor, the contractor shall enter into a mentoring agreement with the candidate and with an external company as required by the professional body or statutory council; and

c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor shall, where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards

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assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall, in respect of each candidate and within one month of commencing work directly related to the contract or order, submit to the employer's representative,:

a) a workplace training plan, together with name of the candidates' mentor and supervisor;

b) proof of registration, as a candidate, with the relevant professional body or statutory council;

c) a register of all beneficiaries of the Standard, enrolled with the cidb SDA;

d) a copy of the mentorship agreement entered into with the candidate, or the company mentorship agreement entered into with a professional body or statutory council and

e) shall, within two weeks of updating a workplace training plan and at the end of the structured mentorship period, submit to the employer's representative;

(i) quarterly progress reports,
(ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.

4.3.6 The mentor and supervisor shall, in the event of the contract ending, sign off all reports and logbooks to allow the candidate to move to other projects or employment.

5 Records

5.1 The contractor shall, in a timely manner and where a prescribed format is available, submit all the documentation required in terms of clause 4.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 To satisfy the contract skills development goal, the contractor shall upon termination of the opportunities provided, certify the quantum and nature of the opportunity and shall submit the certificate, counter-certified, issued by the relevant individual to the employer's representative, for record-keeping purposes.

6 Sanctions

In the event that the contractor fails to provide a reasonable explanation to the employer for any failure to achieve the contract skills development goal, the sanctions as provided in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and

b) the issuing of completion certificates only after the certificates described in clause 5 are received.

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Annex A: Incorporating this standard in a procurement document

(Informative)

A1 General

A1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts

NOTE: Depending on the context and the form of contract adopted, the term contractor may be changed to "consultant" or "professional service provider" or "supplier" and the term "performance of the contract" may, where the scope of work forms part of an order, be replaced with "execution of an order",.

A1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with structured workplace learning opportunities, in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified number of employees of the state is . . . . . The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

A2 Sanctions

In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal , the sanctions as agreed in the contract shall apply.

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Annex B: Role and Function of Skills Development Agency

(Informative)

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provides direct employment to unemployed learners, or enrols their own employees for CSDG compliance, the contractor shall register them with the cidb SDA.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 Career Management and Compliance Reporting

The contractor may enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
c) liaising with the supervisor to monitor onsite training progress of learners;
d) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
e) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B2 Employment Intermediary

The cidb SDA may act as an employment intermediary for unemployed learners and may provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, etc.

In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

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