

# Tender

## PROVISION OF REFURBISHMENTS TO EXISTING CONTAINER DEPOT HARDSTANDS AND TRAILER YARD

AT THE

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE

**CONTRACT NO:  
ES/29/CONT/YARD/HARDSTAND/REP**

**REFURBISHMENTS TO EXISTING CONTAINER  
DEPOT HARDSTANDS AND TRAILER YARD**

**ENVELOPE A: TECHNICAL PROPOSAL**

**VOLUME 1 OF 2**

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**PART T1: TENDERING PROCEDURES**

**CONTRACT NO:  
ES/19/CONT-YARD/HARDSTAND/REP**

**CONTAINER DEPOT HARDSTANDS  
REFURBISHMENT AND TRAILER YARD**

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Tenderer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_ Employer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_

**T1.1: TENDER NOTICE AND INVITATION TO  
TENDER**

## T.1.1.1: TENDER NOTICE AND INVITATION TO TENDER

### INVITATION: ZONE 1A - CONTAINER DEPOT HARDSTANDS REFURBISHMENT AND TRAILER YARD

The East London Industrial Development Zone SOC Ltd is the operator of the East London Industrial Development Zone (ELIDZ), an entity which exists to help manufacturers to become globally competitive through the development and efficient management of a modern, purpose built industrial location, which offers investing industries a streamlined business environment enhanced by a range of supporting services. The zone is already operational and currently houses a number of manufacturers that supply products for the local and international markets.

#### SCOPE OF WORK

Tenders are hereby invited by the ELIDZ from suitably invited and experienced Civil Engineering Contractors to undertake the Design and Supply of Refurbishments to existing container depot hardstands and trailer yard in Zone 1A of the, located at our facilities within the West Bank area of the Buffalo City Metropolitan Municipality.

The successful tenderer will be required to enter into a Contract to undertake the design and construction of refurbishments to the current interlocking paving hardstands with concrete as well as the construction of a new additional trailer park within the current operational site

Tender Reference No.	Tender Description / Name	Closing Date / Time
ES/19/CONT-YARD/HARDSTAND/REP	PROVISION OF REFURBISHMENTS TO EXISTING CONTAINER DEPOT HARDSTANDS AND TRAILER YARD	29 July 2019 at 12h00

**The successful contractor will provide the services of a registered professional civil engineer with a valid Professional Indemnity (PI) cover to design and control the design and implementation of the following concept design guides.**

The hardstand comprises of 12,000 m<sup>2</sup> where the following is required:

- Divide the hardstand into separate sections
- Remove existing paving and salvage for use in trailer yard
- Excavate into current C2 and C3 layerworks and salvage excavated material for platform layers in the trailer park, otherwise excess material will be carted off site and spoiler elsewhere
- Cast concrete hardstand with concrete hardener applied and joints as indicated

The trailer park of 2,000 m<sup>2</sup> comprises of the following:

- Clear and strip area
- Install subsoil drainage system
- Rip and recompact in-situ material
- 300mm G6 layer constructed from salvaged C2 + C3 layerworks under current hardstand
- 150mm C3 stabilised layer
- 80mm interlocking pavers on 25mm washed sand bedding salvaged from existing paving

#### BRIEFING MEETING

Note: A compulsory Briefing or Site Clarification Meeting with representatives of the Employer will take place at ELIDZ Head Office Auditorium, Lower Chester Road, Sunnyridge, EAST

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

LONDON on **27 June 2019** starting at 12h00. Participants arriving more than 15 minutes late will not be allowed to attend the meeting.

**BID CONDITIONS:**

- Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender or SARS PIN number.
- Tenderers should submit a Valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.
- Tenderers to provide certified copy of Company Registration Certificate.
- Tenderers to provide Letter of Good Standing from Compensation Commissioner.
- Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal "and "Envelope B – Financial Proposal". The financial proposal will only be opened should the technical proposal be deemed responsive.
- Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.
- Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal "will result in the disqualification of the tender.
- The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.
- Registration with the CIDB in the category **7 CE** is compulsory for companies wishing to submit tenders.
- A registered operational office within the Buffalo City municipal boundaries will be given preference.
- Tenderers must be register on CSD database.
- This tender is intended to advance particular identified designated groups. Therefore, only EMEs and QSEs with a Level 1 BBBEE certificate are eligible to respond to this tender. Tenderers will be pre-qualified on this basis. A tender that does not meet this condition will be deemed unacceptable and will be disqualified
- Tenderers are required to include a qualified Design Engineer with Professional Indemnity of not less than R2 Million as part of their submission

**EVALUATION**

The evaluation will be guided by the ELIDZ procurement policy. Points will be awarded on the basis of Price and BBBEE.

Score breakdown:

- 80 Points for Price
- 20 Points for BBBEE

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

All tenders not providing compulsory responsive documentation and with functionality scoring less than 75%, will not be considered for the next stage of tender evaluation.

### **TENDER DOCUMENT & SUBMISSION**

The RFP document will be available for download at no cost on **21 June 2019** 12h00 (Noon) from the East London Industrial Development Zone website: [www.elidz.co.za](http://www.elidz.co.za) under Opportunities >> Tenders.

The tender must be returned in two separate sealed envelopes clearly marked "Envelope A - Technical Proposal" and "Envelope B - Financial Proposal" with each marked "Confidential" and with the name/address of the submitting company and the tender reference number on each envelope. Both envelopes are to be deposited in the allocated Tender Box at the Head Office Reception Area of the ELIDZ, Lower Chester Road, Sunnyside, East London on or before 12h00 on Monday, **29 July 2019**.

ELIDZ will not be responsible for tenders placed in an incorrect tender box.

No late tenders will be accepted. The complete set of tender documentation must be returned with the submission and only original intact tenders will be considered.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

### **TENDER ENQUIRIES**

Queries relating to the issue of these documents may be addressed to Ms. Anathi Mgwaza, by email at [anathi@elidz.co.za](mailto:anathi@elidz.co.za).

**T1.2: TENDER DATA**



<b>Project title:</b>		<b>ZONE 1A – PROVISION OF REFURBISHMENTS TO EXISTING CONTAINER DEPOT HARDSTANDS AND TRAILER YARD</b>	
<b>Contract No:</b>		<b>ES/19/CONT-YARD/HARDSTAND/REP</b>	
<b>Advertising date:</b>	<b>19 June 2019</b>	<b>Closing date:</b>	<b>29 July 2019</b>
<b>Closing time:</b>	<b>12h00</b>	<b>Validity period:</b>	<b>120 Days</b>
<b>Clause number</b>			
	<p>The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the <u>CIDB Standard for Uniformity in Construction Procurement (10 July 2015)</u> as published in Government Gazette No. 38960, Board Notice 136 of 2015. This Annexure is reproduced hereafter as an Appendix for the convenience of Tenderers.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>		
F.1.1	The employer is the East London Industrial Development Zone SOC Ltd		
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>Envelope "A"</b>  <b>Volume 1 of 2: TECHNICAL PROPOSAL</b></p> <p><b>Part T1: Tendering procedures</b>  T1.1 Tender Notice and Invitation to Tender  T1.2 Tender Data  T1.3 Functionality Scoring Criteria  F Standard Conditions of Tender</p> <p><b>Part C3: Scope of work</b>  C3.1 Scope of Work  C3.2 Particular Specifications: Construction Works  C3.3 Health and Safety Specifications  C3.4 Construction Environment Management Plan  C3.5 HIV/AIDS Specification  C3.6 National Treasury Designated Sectors Minimum Local Content Specification</p> <p><b>Part C4: Site information</b>  C4. Site Information</p> <p><b>Part C5: Geotechnical report</b>  C5. Geotechnical report (Not Available)</p> <p><b>Part D1: DRAWINGS</b>  D1. List of drawings included in the tender document</p> <p><b>Envelope "A"</b>  <b>Volume 2 of 2: TECHNICAL PROPOSAL: RETURNABLE SCHEDULES</b></p>		

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

	<p><b>Part T2: Returnable documents</b>  T2.1 List of Returnable Documents  T2.2 Returnable Documents (Compulsory Submissions)  T2.3 Returnable Documents (Forms – Submissions for Evaluation)  T2.4 Returnable Documents (For Functionality Scoring)</p> <p><b>Envelope "B" FINANCIAL PROPOSAL</b></p> <p><b>Part C1: Agreements and contract data</b>  C1.1 Contract Data Employer  C1.2 Contract Data Contractor  C1.3 Form of Offer and Acceptance  C1.4 Form of Guarantee</p> <p><b>Part C2: Pricing data</b>  C2.1 Pricing Instructions  C2.2 Provisional Bills of Quantities  C2.3 Schedule for Imported Material and Equipment  C2.4 Guarantor Proforma Letter of Intent  C2.5 Declaration Certificate for Local Production and Content for Designated Sectors</p>										
F.1.4	<table border="1"> <tr> <td colspan="2">The Employer's Agent is</td> </tr> <tr> <td>Name:</td> <td>Werner de Lange</td> </tr> <tr> <td>Address:</td> <td>BVI Border (Pty) Ltd 1st Floor, Esprit House, Triple Point St Helena Road Beacon Bay 5241</td> </tr> <tr> <td>Tel:</td> <td>(043) 721 0033</td> </tr> <tr> <td>E-mail:</td> <td>wernerdl@bvi.co.za</td> </tr> </table>	The Employer's Agent is		Name:	Werner de Lange	Address:	BVI Border (Pty) Ltd 1st Floor, Esprit House, Triple Point St Helena Road Beacon Bay 5241	Tel:	(043) 721 0033	E-mail:	wernerdl@bvi.co.za
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F.2.1	<p>The following tenderers who are registered with the <u>CIDB</u>, or are capable of being so registered prior to submissions, are eligible to submit tenders:</p> <p>a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>7 CE</b> class of construction work.</p> <p>Joint Ventures are eligible to submit tenders providing that:</p> <p>Every member of the JV is registered with the <u>CIDB</u> the joint venture contractors are to comply with Table 9 of the <u>CIDB</u> Regulations.</p>										

F.2.7	<p>The arrangements for a compulsory site visit and clarification meeting are:</p> <p>Location : ELIDZ Corporate Head Office Auditorium Lower Chester Road Sunnyridge East London</p> <p>Date : <b>27 June 2019</b></p> <p>Starting time : 12h00</p>
F.2.10.5	<p>Add the following Clause:</p> <p>Tenderers are to submit fully priced Bills of Quantities with their tender and failure to do so will result in the tender being deemed non-responsive and disqualified.</p>
F.2.12.1	Alternative tender offer NOT permitted.
F2.13.2	The tender document, fully completed by hand in black ink, is to be deposited in the tender box in East London Industrial Development Zone SOC Ltd Corporate Head Office.
F2.13.3	Only the original tender submission is required.
F2.13.5	The original tender offer is to be placed in two sealed envelopes, marked Volume A and Volume B, and marked with the Tender Number and Description as well as the Tenderers Name and Address on both envelopes.
F2.13.6	A two-envelope procedure will be followed.
F2.14	The ELIDZ will disqualify any submission which is not suitably endorsed or which is not comprehensively completed.
F2.15.1	Submissions that are not received on or before the closing time will, in terms of the ELIDZ procurement policy, not be considered.
F.2.16.1	The tender offer validity period is 120 days.
F2.16.5	<p>Add the following Clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for the execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of Clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>

F2.20	<p>Add the following to the Clause:</p> <p>Accept that the Employer or his Agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertain whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such joint venture. Only guarantees that are submitted in the format provided will be accepted.</p>
F2.23	<p>The tenderer is required to submit with his tender:</p> <ul style="list-style-type: none"> <li>• Tenderers are required to submit a Valid SARS Tax Clearance Certificate with their tender or SARS PIN number.</li> <li>• Tenderers should submit a valid original or certified B-BBEE certification. Companies with annual turnover less than R10 million to submit an accountant or SARS letter confirming turnover.</li> <li>• Tenderers to provide certified copy of Company Registration Certificate</li> <li>• Tenderers to provide Letter of Good Standing from Compensation Commissioner.</li> <li>• Tenderers must submit technical and financial proposals in two separate envelopes clearly marked "Envelope A -Technical Proposal "and "Envelope B – Financial Proposal". Then the financial proposal will only be opened should the technical proposal be found to be acceptable.</li> <li>• Non- signed "Form of Offer" the financial proposal in "Envelope B" submission will result in the disqualification of the tender.</li> <li>• Inclusion of Price Offer and/ or any other price related details in "Envelope A -Technical Proposal "will result in the disqualification of the tender.</li> <li>• Proof of Registration with the <u>CIDB</u> in the category <b>7 CE</b>.</li> <li>• Proof of registration on CSD – MAAA number.</li> <li>• The tenderer must submit a bank rating equal to and or better than a C. (Note letter from Bank to exclude tendered amount).</li> <li>• All returnable documents and schedules as listed in T2.1 of Volume 2 of 2: List of Returnable Documents.</li> <li>• Only EME and QSE with a Level 1 BBEE certificate are eligible to respond to tender</li> <li>• Submission requires that a qualified Design Engineer with Professional Indemnity of not less than two (2) million</li> <li>•</li> </ul>
F3.4	<p>Tender submissions will be recorded at the offices the ELIDZ immediately after the closing time.</p>
F3.11.1	<p>Method 2: Functionality, Price and Preference</p> <p>The procedure of the evaluation of tenders is the two-envelope system.</p> <p>In the case of a functionality, price and preference;</p> <ol style="list-style-type: none"> <li>1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.</li> <li>2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</li> </ol>

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

	<p>Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system.</p> <p>Tender evaluation will be carried out using the 80/20 preference point system, where:</p> <ul style="list-style-type: none"> <li>• A maximum of 80 points are allocated for financial offer.</li> <li>• A maximum of 20 points are allocated for preference.</li> </ul> <p>The above mentioned evaluation will be subject to offers being responsive and passing the functionality criteria prescribed in the attached schedule.</p>
<p><b><u>Financial Offer Evaluation</u></b></p> <p>The score achieved for financial offer will be determined using formula 2 (option 1) as follows:</p> $\text{Points awarded} = 80 \left[ 1 - \frac{P - P_m}{P_m} \right]$ <hr/> <p>Where P = the comparative offer of the tender offer under consideration P<sub>m</sub> = the comparative offer of the lowest responsive tender</p>	
<p><b><u>Preference Evaluation Criteria</u></b></p> <p>A maximum of Twenty (20) points will be awarded to a tenderer for achieving BBBEE objectives. BBBEE points shall be computed using a relevant scorecard as guided by the company's annual turnover. This is in accordance with the new Codes of Good Practice. BBBEE evaluation shall be done based only on the information submitted in the ELIDZ Procurement Handbook. No points will be awarded for achieving BBBEE objectives if the total percentage scored for BBBEE is less than 30%.</p> <p>The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.</p> <p>Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.</p> <p>ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. Returnable documents ELIDZ Procurement Handbook must be fully completed and supplementary information may be forwarded to reflect on empowerment initiatives not covered in the form.</p> <p>In instances of a joint venture, each participating person and/or company and/or firm must complete and submit the enclosed ELIDZ Procurement Handbook (copies available on request) with the proposal together with all profit sharing percentage information.</p>	
F3.13.1	<p>Tender offers will only be considered if:</p> <p>a) The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services.</p>

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

	<p>b) The tenderer 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.</p> <p>c) The tenderer is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing.</p> <p>d) The tenderer complies with the legal requirements, stated in the Tender data,</p> <p>e) The tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>f) Proof of registration with the Compensation Commissioner is submitted with this tender.</p> <p>g) Proof of Company Registration is submitted with this tender.</p> <p>h) Proof of of Registration with the <u>CIDB</u> in the category <b>7 CE</b> is submitted with this tender.</p> <p>i) The tenderer has a bank rating equal to and or better than a C. (Note letter from Bank to exclude tendered amount).</p> <p>j) The successful Tenderer will be required to have sufficient and competent staff available to commence full time operations in accordance with the contract with effect from the Commencement Date, failing which the contract will be awarded to the next most preferred Tender.</p> <p>k) Proof of registration on CSD – MAAA number.</p> <p>l) All returnable documents and schedules as listed in T2.1 of Volume 2 of 2: List of Returnable Documents have been completed and submitted with this document.</p> <p>m) Only EME and QSE with a Level 1 BBBEE certificate are eligible to respond to tender.</p> <p>n) Submission requires that a qualified Design Engineer with Professional Indemnity of not less than two (2) million.</p>
F.3.18	The number of paper copies of the signed contract to be provided by the employer is 1 (one).

**T1.3: FUNCTIONALITY SCORING CRITERIA**

### T1.3: FUNCTIONALITY SCORING CRITERIA

**Tenderers scoring less than 75 points for Functionality will not be considered further and the envelope containing their Financial Proposal will be returned unopened.**

**Tenderers are to submit information in respect of the following criteria upon which they will be scored for Functionality. Provision is made for Tenderers to submit this information in Envelope A Technical Proposal, Volume 2 of 2 - Returnable Schedules. Failure to submit the relevant information will result in zero scores in the applicable categories.**

#### DETAILED BREAKDOWN OF FUNCTIONALITY POINTS

Details	Points Score	Item Max. Points
<b>Criteria 1: Approach</b>		<b>20</b>
<b><u>1.1 Construction Programme</u></b>		
Draft a Detailed Construction Programme (MS Projects) relevant to the Scope of Work. The Programme must demonstrate the Tenderer's approach and allocation of resources to achieve activities within timeframes:		
<b>Good</b> (Submitted a construction programme acceptable for approval by the Principal Agent with innovative programming interventions to accelerate project objectives.)		10
<b>Acceptable</b> (Provided a detailed and convincing construction programme and demonstrated implementation ability to meet project objectives.)		7.5
<b>Poor</b> (Provided a construction programme but details are missing.)		2.5
<b>Unacceptable</b> (Does not demonstrate basic programming techniques & capabilities to meet project objectives.)		0
<b><u>1.2 Methodology and Execution Strategy</u></b>		
Tenderer demonstrates the ability to implement the Construction Programme and have a work implementation strategy assigned to the respective tasks for the optimisation of resources and activities.		
<b>Good</b> (Submitted an excellent methodology and execution strategy that demonstrates clearly how the project objectives will be met along with a clear risk management plan. An innovative approach is to be presented that ensures successful implementation of critical activities.)		10
<b>Acceptable</b> (Provided a detailed methodology and execution strategy with associated activities and resource optimization synchronized to meet the project objectives. A multi-disciplinary approach is to be documented with special emphasis on the management of all subcontractors and the accommodation of direct contractors. The methodology is to include a schedule of required construction plant and resources required for the successful implementation of the project.)		7.5

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



<b>Poor</b> (Provided a basic implementation strategy but lacks a clear understanding of the project scope and detailed deliverables (multi-disciplinary).)		2.5
<b>Unacceptable</b> (Does not demonstrate a basic implementation strategy linked with the construction programme and project objectives.)		0
<b>Criteria 2: Tenderer's Expertise and Resources</b>		<b>45</b>
<b>2.1 Management Organogram and Key Staff</b>		
2.1.1 Provide an adequately resourced project organogram with supporting CV's and qualifications:		
<b>Good</b> (Submitted an excellent organogram and including the necessary mechanisms to ensure that staff performs at the required levels. The plan is to demonstrate that all disciplines, activities and sub-contractors will be managed and implemented successfully. Key team members are to be registered with the required professional bodies (e.g. ECSA, SACPCMP, SACQSP, SACAP). Key team members are to have performed work of a similar nature.)		10
<b>Acceptable</b> (Provided a detailed organogram with appropriately qualified and experienced key team members. The project team is to be able to implement a multi-disciplinary project including management of domestic, selected and direct subcontractors. Key team members are to be registered with the required professional bodies (e.g. ECSA, SACPCMP, SACQSP, SACAP). Key team members are to have performed work of a similar nature.)		7.5
<b>Poor</b> (Provided a basic project organogram but are not convincing that the project team is capable of meeting the project objectives. Comprehensive CV's and qualifications of key team members are not adequate.)		2.5
<b>Unacceptable</b> (Does not demonstrate that the project organogram and project team will be able to meet the project objectives.)		0
2.1.2 Contractor's Engineer (CE) (5 years minimum post registration experience with supporting CV's and qualifications)		
If CE has $\geq 15$ years' appropriate experience and has completed similar projects successfully in the last 5 years.		10
If CE has $\geq 10$ years' appropriate experience and has completed similar projects successfully in the last 5 years.		8
If CE has $\geq 5$ years' appropriate experience and has completed similar projects successfully in the last 5 years.		4
If CE has $\geq 5$ years' appropriate experience but has NOT completed a similar project in last 5 years, regardless of other experience.		0
2.1.3 Site Agent (7 years minimum experience, professional project management registration required):		
If SA has $\geq 15$ years' appropriate experience and has completed similar projects successfully in the last 5 years.		10
If SA has $\geq 10$ years' appropriate experience and has completed similar projects successfully in the last 5 years.		8

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If SA has $\geq 7$ years' appropriate experience and has completed similar projects successfully in the last 5 years.		6
If SA has $\geq 7$ years' appropriate experience but has NOT completed a similar project in the last 5 years, regardless of other experience.		0
<b>2.2 Schedule of Construction Plant</b>		
If Tenderer has the necessary Construction Plant available to execute the works:		
<b>Good</b> (Submitted an excellent document pertaining to access to the required schedule of plant and equipment including condition of all plant and equipment.)		5
<b>Acceptable</b> (Submitted detailed information pertaining to access to the required schedule of plant and equipment.)		4
<b>Poor</b> (The Tenderer demonstrates that he has access to the required schedule of plant and equipment, but lacks detail.)		2
<b>Unacceptable</b> (Does not demonstrate that the Tenderer has access to required plant.)		0
<b>2.3 Relevant Experience</b>		
2 points to a maximum of 10 points can be scored for each confirmed similar (size, type and timeframes) project in progress or carried out in the last 5 years		10
If no similar successful projects in the last 5 years		0
<b>Criteria 3: Health, Safety and Environment</b>		<b>10</b>
OHS and CEMP performance:		
<b>Acceptable</b> (Over and above the abovementioned the Tenderer submitted an excellent Health and Safety File adequate for approval by the ELIDZ's OHS Agent and for submission to the Department of Labour for the issue of a Construction Work Permit.)		10
<b>Unacceptable</b> (Does not demonstrate a basic OHS and CEMP implementation strategy linked with the construction programme and project objectives.)		0
<b>Criteria 4: Financial Standing</b>		<b>5</b>
<b>4.1 Current Financial Rating of Applicant</b>		
Proof of a Bank Rating of Category B and better		5
Proof of a Bank Rating of Category C		3
If Bank Rating of Applicant is Category D or worse		Non-Responsive

<b>Criteria 5: Local Operational Office</b>		<b>20</b>
<b><u>5.1 Local Operation Office</u></b>		
Proof of a local operational office within the confines of the BCM Municipal area		20
Proof of an operational office within the confines of the Eastern Cape area		10
No local office in operation		0
	Total Point Score	Maximum Points
<b>TOTAL EVALUATION SCORE FOR FUNCTIONALITY</b>		<b>100</b>
<b>TENDERERS WITH A SCORE OF LESS THAN 75 OUT OF 100 WILL NOT BE CONSIDERED FURTHER</b>		

**F: STANDARD CONDITIONS OF TENDER**

## F: STANDARD CONDITIONS OF TENDER

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of July 2015

### F.1 General

#### F.1.1 Actions

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

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare 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 tender 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.

Note 2) Conflict of interests 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.

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; and
  - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity whether incorporated or not, or a public body; and
- f) **functionality** means the measurement according to the pre-determined norms of a service or commodity designed to be practical and useful, working or operating taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

**F.1.4 Communication and employer's agent**

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

**F.1.5 Cancellation and Re-Invitation of Tenders**

- F.1.5.1** An organ of state 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 services, work or goods requested; or
  - b) Funds are no longer available to cover the total envisaged expenditure; or
  - c) No acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which original tender invitation was advertised.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.1.6 Procurement procedures**

**F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data requires 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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which effect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenders, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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 bid.

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

**F.1.6.3 Proposal procedure using the two stage system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

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

**F.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.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer complies with 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.

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

**F.2.2 Cost of tendering**

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

**F.2.2.2** The cost of the tender documents changed 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 on the printing of the tender documents.

**F.2.3 Check documents**

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

**F.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.

**F.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.

**F.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.

**F.2.7 Site visit and 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.



**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may 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.

**F.2.10 Pricing the tender offer**

**F.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 14 days before the closing time stated in the tender data.

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

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

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

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

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

- F.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.
- F.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.
- F.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.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.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.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer shall 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.
- F.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.
- F.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.
- F.2.15** **Closing time**
- F.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.
- F.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.

**F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.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.

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

**F.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 F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.*

**F.2.18 Provide other material**

**F.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, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

**F.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.

**F.2.20 Submit securities, bonds, policies, etc.**

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

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.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.

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

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

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

**F.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 the tender documents are available until seven 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 drew documents.

**F.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.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the

time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.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, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main Tender offer only.

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

**F.3.5 Two-envelope system**

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

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

**F.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.

**F.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.

**F.3.8 Test for responsiveness**

**F.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.

**F.3.8 .2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work;

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract; or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9 .1** Check the highest ranked tender or tenderer with the highest number of evaluation points after the evaluation of tender offers in accordance with F.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.

**F.3.9.2** Check responsive tender offers 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

**F.3.9 .2** The employer must correct the arithmetical errors in the following manner.

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.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.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.3.11 Evaluation of tender offers**

**F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- a) Score tender evaluation points for price.
- b) Score points for BBBEE contribution.
- c) Add the points scored for price and BBBEE.

**F3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference;

- a) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the tender data.
- b) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- c) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

**The 80/20 preference point system for acquisition of services, works or goods up to rand value of R1 million**

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to or above R30 000 and up to rand value of R1 000 000 (all applicable taxes included)

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

Where:  $P_s$  = Points scored for comparative price of tender or offer under consideration.

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

- 4) (a)(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000 if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c) points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b).
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b). must be added to the points scored for price as calculated in accordance with subparagraph(4)(a).
- 4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R1 million**

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a rand value above R1 000 000 (all applicable taxes included)
- $$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:  $P_s$  = Points scored for comparative price of tender or offer under consideration.

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

- 5) (b) Subject to subparagraph (5)(c) points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a)
- 5) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the high (e) est total number of points.

#### **F.3.11.6 Decimal Places**

Score price, preferences and functionality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Price**

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

$A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P-P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P-P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favorable comparative offer. $P$ is the comparative offer of the Tender offer under consideration.			

#### **F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions in the tender data.

#### **F.3.11.9 Scoring functionality**

Score each of the criteria and sub criteria for quality in accordance with the provisions of the tender data.

Calculate the total number of tender evaluation points for quality using the following formula.

$$N_Q = W_2 \times S_o/M_s$$

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

where:  $S_0$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for quality as stated in the tender data.

### **F.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.

### **F.3.13 Acceptance of tender offer**

#### **F.3.13.1** 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.13.2** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning a copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**F.3.15 Prepare contract documents**

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

- a) addenda issued during the tender period;
- b) inclusion of some of the returnable documents;
- c) other revisions agreed between the employer and the successful tenderer; and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

**F.3.16 Issue final contract**

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

**F.3.17 Complete adjudicator's contract**

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

**F.3.18 Provide copies of the contracts**

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

**F.3.19 Transparency in the procurement process**

F.3.19.1 The CIDB prescript require that the tenders must be advertised and be registered on the CIDB i.Tender system.

F.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 The transparency model must identify the criteria for selection projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F.3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

- Contract start date and duration
- Contract evaluation reports

F.3.19.5 The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of transparency requirements in the procurement process.

F.3.19.6 Consultative Forum must be an independent structure from the bid committees.

F.3.19.7 The information must be published on the Employer's website.

F.3.19.8 Records of such disclosed information must be retained for audit purposes

**PART C3: SCOPE OF WORK**

**C3.1: SCOPE OF WORK**

## C3.1: SCOPE OF WORK

### 1 DESCRIPTION OF THE WORKS

#### 1.1 Employer's objectives

The Site is located in the East London Industrial Development Zone (ELIDZ) Zone 1A. The site is already operational and currently hosts MSC in their operational activities in the Eastern Cape region.

Tenders are hereby invited by the ELIDZ from suitably invited and experienced Civil Engineering Contractors to undertake the REFURBISHMENT OF EXISTING CONTAINER DEPOT in the East London Industrial Development Zone 1A, located at the facilities within the West Bank area of the Buffalo City Metropolitan Municipality.

#### 1.2 Overview of the works

The successful tenderer will be required to enter into a Contract to undertake the refurbishment of the current interlocking paving hardstands with concrete within the current operational site with the Mediterranean Shipping Company (Pty) Ltd.

#### 1.3 Extent of the works

The successful contractor will provide the services of a **registered professional civil engineer with a valid PI cover** to design and control the design and implementation of the following concept design guides.

The hardstand comprises of 12,000 m<sup>2</sup> where the following is required:

- Divide the hardstand into separate sections, as to allow continued operations of the container yard during construction, barricade and hoard off construction areas;
- Remove existing paving and spoil material to an approved spoil facility;
- Remove the existing sand levelling layer and spoil at an approved spoil facility;
- Milling and removal of the existing 200mm C2 Cement stabilized base and remove to an approved spoil facility;
- Inspect and report on the condition of the sub – base;
- Conduct in situ testing and verification of the insitu material and compaction densities;
- Construct a 300mm 35 MPa concrete “with washed sand” and fibre reinforcement, to a pan finished floated finish and curing;
- Saw cut to 4m c/c and construction joints; and
- Levelling and drainage configuration, to container area.

#### 1.4 Location of the Works

Zone 1A of the East London Industrial Development Zone situated on the West Bank.

#### 1.5 Temporary works

The Contractor must price for re-instating the contractors site area and tenants access road if so damaged by construction equipment.

The Contractor will be expected to erect sufficient barriers/hoarding to areas where construction work is taking place.

The Contractor must allow for all necessary temporary hoardings, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, walkways, overhead protection against falling objects and materials, security fences, etc. for the enclosure of the works and elements thereof for the protection of the public and others as required by prevailing BCMM bylaws, the Construction Regulations 2014 issued in

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Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

terms of Occupational Health and Safety Act 1993, any other Laws and Regulations and/or demanded by his own site requirements.

No other major temporary works is expected for the completion of the works. Minor temporary works (scaffold and formwork) may be required and is deemed to be included in the price.

## **2 CHARACTER OF STRATA AND MATERIALS ON SITE**

The Contractor will be held to have satisfied himself as to the subsurface conditions to be encountered and to have allowed accordingly in his tendered rates.

## **3 ENGINEERING**

### **3.1 Design Services and Activity Matrix**

It is expected from the Contractors to design the refurbishment of the container yard by replacement of the existing paved hardstand with a 300mm concrete surface to within the parameters of the client's concept design and the client's specification.

The design work is to be performed by a registered Civil Engineer. The Engineer will be Mr. G Fourie Pr Eng (cell no: 0824643138) who is required to provide a Professional Indemnity cover to the value of R 10,000,000.

Considerable work has been done by Mr Fourie regarding the initial design of the hardstand as well as subsequent remedial work.

The design must be optimized as to retain as much as possible of the insitu material. The design will be subjected to review by the clients Engineers.

The Contractors Engineer will be required to supervise and control all aspects of the design, construction, quality assurance and close out including As Built records.

<b>Design Item / Level of Design</b>	<b>Party Responsible for Design/Supply of drawings</b>
Concept, feasibility and overall process	Employer
Detailed design and working drawings of all elements not detailed below	Contractor's Engineer
All Temporary works	Contractor's Engineer
Record Drawings	Contractor's Engineer
Operational and Maintenance Manuals	Contractor's Engineer

### **3.2 Drawings**

#### **3.2.1 General**

The tender drawings that form part of the tender documents shall be used for tender purposes only. These drawings are bound at the back of this tender document.

The completion certificate shall only be issued after the Contractors Engineer has received a properly completed set of "as-built" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the related items.

The levels on drawings are subject to confirmation on site and the Contractor shall submit all levels to the Engineer for conformation before he commences construction.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply all figured dimensions omitted from the drawings.

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Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



### **3.2.2 Drawing to be provided by the Contractor / Contractors Engineer**

All drawings that are to be provided by the Contractor / Contractors Engineer will be provided on paper and in electronic format in DXF or AutoCAD format. Drawings are to be metric. All electronic drawings relating to earthworks will be in 1:1 scale and spatially co-ordinated.

Any information in the possession of the Contractor, which is requested for the Engineer's Representative for record purposes, must be submitted to the Engineer's Representative before a certificate of completion will be issued.

## **4 CONSTRUCTION**

### **4.1 Applicable Standardised Specifications**

The Standardised Specifications listed below are applicable to the contract. It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in the list below. Where such specifications are not included, they shall however be deemed to be included in the contract documents.

South African Bureau of Standards, Standardized Specifications for Civil Engineering Construction. SABS/SANS 1200 series, specifically:

- SABS/SANS 1200 A – General
- SABS/SANS 1200 AB – Engineer's Office
- SABS/SANS 1200 C – Site Clearing
- SABS/SANS 1200 D – Earthworks
- SABS/SANS 1200 G – Concrete
- SABS/SANS 1200 MK – Kerbing and channelling

Project specific variations to these standardized specifications are included as Scope of Work. In the event of any discrepancy with a part or parts of the standard specifications, the bill of quantities or the drawings, the project specifications described in Scope of Work shall take precedence.

### **4.2 Material Compliance with SABS/SANS Requirements**

### **4.3 Existing Services**

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, buildings, properties, road structures, pipelines, places and things, in the vicinity of the Works and so not to interfere in any way with the smooth and continuous operation of the existing facilities.

The Contractor's attention is drawn to the fact that information regarding any existing services given on the plans or in the documents is given in good faith and without guarantee. Provision is made in the Schedule of Quantities for the location of existing services.

### **4.4 Site Establishment**

#### **Services Provided by the Employer**

The Employer will allow the Contractor to connect to existing services. Those available are water, electricity, sewer. It will be to the account of the Contractor and the Employer has the right to apply fair usage policy to these services if problems are encountered.

#### **Facilities Provided by the Contractor**

The Contractor is to provide the necessary offices, workshops and services as required in SABS/SANS 1200A.

The Contractor shall make his own arrangements regarding the establishment of a campsite and housing for his construction personnel. The location and standard of the Contractor's camp, offices, accommodation, ablution and other facilities shall comply with the requirements of the authorities and the Employer. No residential accommodation on site will be allowed. Details of the Contractor's proposals for these facilities shall be submitted to the Engineer for approval prior to their erection. All regulations stipulated by the local authorities concerned must be adhered to.

#### **4.5 Permits and Wayleaves**

The Employer shall be responsible to obtain all the wayleaves required for this contract.

#### **4.6 Water for the Works**

The Contractor will make his own arrangements with regard to metering water supplied by the Employer for construction. The cost of dewatering unless otherwise itemised in the Schedule of Quantities shall be deemed to be included in the tender price.

Under no circumstance may water be abstracted from the existing reservoirs or in the ELIDZ unless written approval is obtained.

#### **4.7 Survey control and settings**

The contractor will have to verify the site dimensions and levels by obtaining the services of a professional surveyor to allow the determination of earthworks quantities and geo-referenced setting out coordinates.

### **5 PROGRAMME**

#### **5.1 General programme**

The duration of the Contract is as indicated in the Contract Data. The Contractor is to ensure that he prices accordingly in the Bill of Quantities.

#### **5.2 Submitted programme**

The Contractor's programme shall be in a bar chart form. In addition to the requirements of Clause 5.6.1 GCC 2015, the Contractor's programme shall show:

- a) The various activities, related to a time scale, for each element of the Works, including allowance for Nominated Subcontractors, in sufficient detail to be able to assess construction progress,
- b) Critical path activities and their dependencies,
- c) Key dates in respect of work to be carried out by others,
- d) Key dates in respect of information to be provided by the Engineer and/or others,
- e) Management, site staff and labour allocated to the project for various stages.

In addition to the requirements of Clause 5.6.2 GCC 2015, the Contractor shall submit with his programme, a copy of any network diagram used in producing the programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

#### **5.3 General allowances**

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) Expected weather conditions and their effects,
- b) Known physical conditions or artificial obstructions,

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Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

- c) Searching for, dealing with and carrying out alterations to any existing services,
- d) The accommodation and safeguarding of access and traffic,
- e) The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act.
- g) The design, testing and approval of the concrete mixes, and
- h) Allowance for response time as per the GCC 2015.

#### **5.4 Review of progress**

The Contractor shall review his progress every month and should progress lag behind the latest accepted programme, by more than two weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganisation will not be accepted.

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Contractor\_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_ Employer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_

**C3.2:Particular Specifications – Construction Works**

## C3.2: PARTICULAR SPECIFICATIONS



**CONTRACT NO: ES/19/CONT-YARD/HARDSTAND/REP**

### **REFURBISHMENTS TO EXISTING CONTAINER DEPORT HARDSTANDS AND TRAILER YARD –**

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

REFURBISHMENTS TO EXISTING CONTAINER DEPORT HARDSTANDS AND TRAILER YARD –  
ES/19/CONT-YARD/HARDSTAND/REP

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## STATUS

Should any requirement of the Project Specifications conflict with any requirement of the Standardized or Particular Specifications listed in clause PS4, the requirement of the Project Specification shall prevail.

### **PB CONTRACTORS ENGINEER**

#### **PB1 Engineer**

As part of the bid requirements it would be expected from the Contractor to employ the services of a Professional Engineer to design, monitor the project. The Engineer will be Mr. G Fourie (cell no: 0824643138) who has done considerable work regarding the initial hardstand design and remedial work.

The Contractors Engineer will be required to provide a Professional Indemnity Cover to a minimum of R10 million and will be involved with the project for the full duration; from design to close out.

The Owners Engineer has provided a concept design and specifications for the design of the hardstand based on potential tenant's needs and requirements.

The details and specifications are provided in good faith in order to assist with the final design.

Full responsibility will rest with the Contractors Engineer for final design and specifications.

#### **PB2 Concept Design and Specifications**

A Concept layout depicting the extent of the projects.

The design criteria are as follows:

The hardstand comprises of 12,000 m<sup>2</sup> where the following is required:

- Divide the hardstand into separate sections, as to allow continued operations of the container yard during construction, barricade and hoard off construction areas;
- Remove existing paving and spoil material to an approved spoil facility;
- Remove the existing sand levelling layer and spoil at an approved spoil facility;
- Milling and removal of the existing 200mm C2 Cement stabilized base and remove to an approved spoil facility;
- Inspect and report on the condition of the sub – base;
- Conduct in situ testing and verification of the insitu material and compaction densities;
- Construct a 300mm 35 MPa concrete “with washed sand” and fibre re-inforcement, to a pan finished floated finish, and curing;
- Saw cut to 4m c/c and construction joints;
- Levelling and drainage configuration, to container area; and
- The concrete surface is to be of a durable nature and able to withstand impact forces and point loads, surface tolerances and grades are to be within the accepted norms of the tenant's specification for storage and operations of container handling facilities, and equipment.

#### **PB3 Existing Infrastructure / Site Surveys / Soils investigations**

The site layout plan has become outdated and therefore it would be a requirement for the appointed contractor to appoint a registered land surveyor to survey and geo reference the services and features of the site. This survey will be used by the Contractors engineer to design and produce final levels and grades, and construction layouts and details

It is also envisaged that the successful contractor employ the services of a registered soils laboratory to ascertain the composition of the founding layers of the hardstand in order to

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

verify bearing strengths. The information will be used by the Contractor Engineer to determine and design the surface bed accordingly.

## **PORTION 1: THE WORKS**

### **PS1 DESCRIPTION OF THE WORKS**

#### **PS.1 SCOPE**

The works comprise the Design, Supply and Construction of: Refurbishment of the External hardstands within the ELIDZ Shipping container premises within the East London IDZ, the scope consist of

The hardstand comprises of 12,000 m<sup>2</sup> where the following is required:

- Divide the hardstand into separate sections, as to allow continued operations of the container yard during construction, barricade and hoard off construction areas
- Remove existing paving and spoil material to an approved spoil facility
- Remove the existing sand levelling layer and spoil at an approved spoil facility
- Milling and removal of the existing 200mm C2 Cement stabilized base and remove to an approved spoil facility
- Inspect and report on the condition of the sub - base
- Conduct in situ testing and verification of the insitu material and compaction densities
- Construct a 300mm 35 MPa concrete “with washed sand” and fibre reinforcement, to a pan finished floated finish, and curing
- Saw cut to 4m c/c and construction joints
- Levelling and drainage configuration, to container area
- Compliance to all tender requirements and legislative documentation prior construction commences
- Submission of a Detailed design, for review
- Setting out of works according to a Co-ordinated system
- Establishing of Plant and equipment necessary to carry out the work
- Establishing an Office and site camp
- De establishment of all plant and equipment and site facilities.
- Preparation of reports and monthly payment certificates
- Close out and contractual documentation to close out the project

#### **PS1.2 DESCRIPTION OF SITE AND ACCESS**

The site is located within the boundaries of the East London Industrial Zone (ELIDZ).

#### **PS1.3 NATURE OF GROUND**

A detailed Geotechnical report is available.

The above information is given in good faith and is approximate. See Site Information for the Geotechnical Survey information.

### **PS2 ENGINEERING**

#### **PS2.1 WORKS DESIGNED BY (PER DESIGN STAGE)**

- i. Concept, feasibility and overall process – Employer
- ii. Basic Engineering and detail layouts to tender stage – Employer
- iii. Final design to construction stage – Contractor

#### **PS2.2 DESIGN OF THE WORKS**

It is expected from the Contractor to design the support works and hardstand as well as the drainage to within the parameters of the concept design of the client and specifications. The work is to be performed by a qualified registered Engineer, or firm of Engineers. The

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



Engineer will be required to provide a Professional Indemnity to a minimum value of R 10 million.

The design must be optimized to allow the maximum use of in- situ materials, allowing levelling and adequate draining across platforms. The design will be subjected to review by the clients Engineers.

The Contractors Engineer will be required to supervise and control all aspects of the design, from design to completion. It would be required of the Engineer to attend and report on all construction related activities during site and progress meetings.

### **PS3                PROCUREMENT**

#### **PS3.1            METHOD**

Tenders will be adjudicated on Method 2 – Price and Preferences.

### **PS4                CONSTRUCTION**

#### **PS4.1            WORKS SPECIFICATION**

##### **APPLICABLE SANS STANDARDS**

The latest edition as at date of tender of the following Standardised Specifications for Civil Engineering Construction as published by the South African Bureau of Standards shall apply.

1200		
1200 A	-	General
1200 AB	-	Engineer's Office
1200 C	-	Site Clearance
1200 D	-	Earthworks
1200 G	-	Concrete Structural
1200 MK	-	Kerb and Channeling

Variations and additions to the following SANS 1200 Standardised Specifications are given in Portion 2A of the Project Specifications.

1200 A	-	General
1200 AB	-	Engineer's Office
1200 C	-	Site Clearance
1200 D	-	Earthworks
1200 G	-	Concrete Structural
1200 MK	-	Kerb and Channeling

In addition the following Particular Specifications that are bound into this document shall apply:

PA	-	Health and Safety Specification
PB	-	Contractors Engineer
PD	-	Environmental Management Plan

#### **PS4.2            EXISTING SERVICES**

##### **PS4.2.1        KNOWN SERVICES**

All above ground services, including manholes etc., are designated as known services.

Prior to construction the Contractor and Engineer shall consult the drawings and all Service Providers to ascertain the presence and position of all services.

Existing services consist of Roads infrastructure, Water, Sewer, Storm water, Electrical and Electronic (Fibre)

#### **PS4.2.2 INTERRUPTION OF LOCAL ACTIVITIES**

Where construction or associated activities are to interrupt any of the local activities, the Contractor is to notify the responsible authority and the Engineer at least 2 days before the occurrence of such an event and is to abide by any conditions prescribed by such an authority or the Engineer.

Where individual properties are accessed, a sketch drawing showing the nature and extent of access and interference shall be prepared by the Contractor and signed by the occupant. Before and after photographs shall be taken.

#### **PS4.2.3 PROTECTION OF EXISTING WORKS**

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more two (2) days before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of location, protection and repair of damage to any service, the possible existence of which could reasonable have been ascertained by him in good time.

Where the Contractor is responsible for the cost of repairs carried out by a Service Authority, the Contractor will be billed directly by the Service Authority concerned.

#### **PS4.2.4 ACCESS TO PROPERTIES**

The Contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in the Contract. The site will be divided as per the contractors program into workable sections that will allow access to the contained yard by the tenant during construction

#### **PS4.3 COURTESY**

All dealings with Existing Tenants within the ELIDZ, must take place via the management of the ELIDZ.

#### **PS4.4 DRAWINGS AND SPECIFICATIONS TO BE PROVIDED**

As provided for in the General Conditions of Contract, the Contractor shall be entitled to receive free of charge, the following:-

- a) Two (2) copies of the signed Contract Document.
- b) It would be required from the Contractors Engineer to produce a detailed design of the works along the concept details and specifications provided in this document. The design will be scrutinized and reviewed prior to implementation thereof.

#### **PS4.5 CERTIFICATES OF PAYMENT**

The statement to be submitted by the Contractor in terms of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall consist of at least two sets of A4-size copies or electronic as agreed.

The Contractor shall supply with his monthly claim, records and details as requested by the ELIDZ in the format prescribed.

All costs resulting from the preparation and submission of the statements shall be borne by the Contractor.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

#### **PS4.6 CONSTRUCTION ACTIVITIES IN CLOSE PROXIMITY TO OTHER CONTRACTORS**

In certain cases working space may be limited, and in close proximity to existing construction activities. The method of construction in these restricted areas will depend largely on the Contractor's plant and methods. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

The working space occupied by existing contracts are scheduled on the drawings.

#### **PS.7 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL**

If during the time for completion of the Works or any extension thereof, abnormal rainfall or wet conditions occur, the Contractor may submit a claim for an extension of time in accordance with Clause 10.1 of the General Conditions of Contract. If an extension of time is granted, then any standing time costs of construction machinery as a consequence of the abnormal rainfall shall be deemed to have been included in the Time related costs of the Schedule of Quantities.

The method whereby the amount of extension of time due to the effect of abnormal rainfall and the prevalence of wet conditions will be determined, are as follow, the actual number of days where delay occurs less the number of days (Nn) in the table below which represents the average delays which the Contractor should allow for in his programming and costing.

For a delay claim to be valid, the work so delayed would have to fall on the critical path.

Rainfall data for the project is:

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Nn (Days)	2.0	2.0	1.5	1.5	1.0	1.0	1.0	1.0	1.0	2.0	2.0	2.0

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn.

#### **PS4.9 ACCOMMODATION OF TRAFFIC**

The Contractor shall ensure the safe and expeditious passage of traffic at all times and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc. to safeguard the travelling public. Any detours or by-passes constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained to provide safe and easy passage of traffic.

#### **PS4.10 ACCESS ROAD**

Access roads required by the Contractor for construction purposes are not scheduled separately and the Tenderer must make provision for these roads under other scheduled rates and items.

The Contractor's access road to the ELIDZ via the southern boundary consists of a Concrete Grass Block access.

No access will be provided to the contractor via the main access gate of the ELIDZ.

Existing tarred roads within the direct construction area of the site must be maintained. Brooming of the road surface and cleaning off of dust and mud will occur weekly via mechanical broom. Stormwater inlets will be protected from clogging via Bidim coverage. The Bidim coverage will be cleaned at least twice a week.

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**PS4.11 SITE FACILITIES AVAILABLE**

**PS4.11.1 WATER SUPPLY**

Water supply for construction and human consumption will be made via the ELIDZ infrastructure. The Contractor must allow for connections into this network to be done via hydrant connections, the connection is to be metered, Consumption will be charged.

**PS4.11.2 POWER SUPPLY**

The Contractor will have to make his own arrangement for a temporary power supply to his camp, if so required, Power connections are available from the ELIDZ network, the connection is to be metered and will be charged.

**PS4.11.3 CAMP SITES**

Arrangements have been made with the ELIDZ to locate the site camp. This will be indicated during the tender meeting and site inspection.

**PS4.11.4 TELEPHONE FACILITIES**

The Contractor will have to make his own arrangements with this authority.

**PS4.11.5 RAIL FACILITIES**

Rail facilities are available at East London.

**PS4.11.6 HOUSING**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his permanent employees and to transport them to the site of the Works.

**PS4.11.7 ACCESS CARDS**

The ELIDZ requires access card control for entrance via its main entrances. The Contractor will be provided free of charge with two access cards. Any additional cards required will be for the Contractors account.

**PS4.12 SITE FACILITIES REQUIRED**

**PS4.12.1 ENGINEER'S OFFICE**

Ref PSAB

**PS4.12.2 ENGINEER'S LABORATORY**

None required as the Engineer will use a commercial laboratory for check testing to be reimbursed through the Contract. The Engineer will be given access to all test results from the Contractor's laboratory.

**PS4.12.3 ENGINEER'S SURVEY EQUIPMENT**

None required.

**PS4.12.4 CONTRACTOR'S CONTROL AND TESTING FACILITIES REQUIRED**

Quality control testing shall be managed by competent laboratory technicians.

**PS4.13 PERMITS AND WAYLEAVES**

It would be required by the Contractor to provide proof of the registration of the spoil facilities to be used to except bush clearing material, topsoil and spoil, as referred to in the Environmental Management Plan.

## **PS5 MANAGEMENT**

### **PS5.1 PROGRAMMING**

The Contractor shall submit to the Engineer a detailed construction program within 5 days of the written instruction to commence work. The program shall be prepared on the basis that the works will be completed over a period not exceeding 8 Months. The program shall be supported by bar chart and or critical path network and shall also reflect the projected cash flows.

Hard copy and electronic program updates in MS Project shall be submitted 3 days prior to the monthly site meeting.

The program shall distinguish between the various work activities on site.

### **PS5.2 SEQUENCE OF WORKS**

The sequence shall be in accordance with good practice, as per discussion with eth Tennant and ELIDZ

### **PS5.3 METHOD STATEMENTS**

Attention is drawn to the method statements required in terms of the Environmental Management Plan.

Other method statements will be required. See also PS 5.5.

### **PS5.4 SITE RECORDS**

Site records will be required. The nature and extent will be agreed with the ELIDZ.

### **PS5.5 QUALITY CONTROL PLAN**

The Contractor will be required to submit a Quality Control Plan and Procedures for approval by the Engineer for the construction activities.

The Employer or his agent will carry out inspections from time to time on all items contained in the Control Plan.

The Contractor will be required to work in accordance with a Quality Control Plan where the following “Hold Points” will apply:-

#### Earthworks

- 1) Establishment
- 2) Site demarcation
- 3) Level control 1
- 4) Bulk excavation
- 5) Level control 2
- 6) Milling levels
- 7) Approval of concrete mix designs
- 8) Compaction
- 9) Final level Control 3

### **PS5.6 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (OHSA)**

The client will appoint an agent in his stead to perform the client's duties in respect of the regulations. The tenderer shall refer to the particular specification – PA Health and Safety.

The tenderer must allow, in the item provided under preliminary and general, for all costs relating to health in specification not covered in any of the rates tendered in the schedule of quantities.

### **PS5.7 ENVIRONMENTAL SPECIFICATIONS**

The environmental specifications are contained in a particular specification – PD. The tenderer must allow, in the item provided under preliminary and general, for all costs relating

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

to environmental in specification not covered in any of the rates tendered in the schedule of quantities.

## **PORTION 2A: VARIATIONS TO THE STANDARDISED SPECIFICATIONS**

### **PSA GENERAL**

#### **PSA1 SCOPE**

Replace Sub-clause 1.1 with the following:

“1.1 This specification covers requirements, principles and responsibilities of a general nature which are normally applicable to all civil engineering contracts as well as the requirements for the Contractor’s establishment on Site.”

### **PSA2 INTERPRETATIONS**

#### **PSA2.3 DEFINITIONS**

General:-

Add the following definitions:

“General Conditions: The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract are applicable.”

“Specified: As specified in the Standardised Specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning as provided for in Sub-sub-clause 1(1)(u) or the General Conditions of Contract.”

### **PSA3 MATERIALS**

#### **PSA3.1 QUALITY**

Add the following:-

“All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, “or as specified herein”.

Add the following Sub-Clause:

#### **PSA3.3 ORDERING OF MATERIALS**

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine, before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for Construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor’s risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.”

### **PSA4 PLANT – CONSTRUCTION EQUIPMENT**

#### **PSA4.2 CONTRACTOR’S OFFICES, STORES AND SERVICES**

Add the following before the first paragraph:-

“The Contractor’s construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and tidy condition.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

No personnel will be allowed to reside on the Site. The Contractor shall be responsible for the security of his construction camp and of the construction site, at his own cost.

The camp site shall be rehabilitated in accordance with the EMP.

**PSA5 CONSTRUCTION**

Add the following:

**PSA5.9 MONTHLY CERTIFICATE FORMS AND INFORMATION**

The Contractor shall be responsible for submitting the interim monthly statement to the Engineer in an approved format for the duration of the Contract. Such statements shall be printed in an approved format on acceptable quality A4 size sheets and submitted electronically.

Information required by the client will be submitted as part of the monthly progress payment.

**PSAB ENGINEER'S OFFICE**

**PSAB3 MATERIALS**

**PSAB3.1 NAME BOARDS**

None required

**PSAB3.2 OFFICE BUILDING**

The Contractor shall provide at this camp site 1 x offices for the sole use of the Engineer in accordance with SANS 1200AB Clause 3.2, including approved hanging rack suitable for storing all the drawings issued for the project.

**PSC SITE CLEARANCE**

**PSC3 MATERIALS**

**PSC3.1 DISPOSAL OF MATERIAL**

Replace this first sentence of the Clause with:

3.1" Material obtained from Clearing and Grubbing shall be disposed of "off-site" in a location located by the Contractor and approved under the Environmental Management plan conditions at a site registered to accept waste of this nature."..... the remainder of the clause remains relevant.

**PSC8 PAYMENT**

**PSC8.2.1** "Add to the clause: All transport of Grub material will form part of the item rate and no overhaul will be paid."

**PSC8.2.9** This item will not apply "no overhaul will be applicable to materials carted off site under SANS1200C Site Clearance".

**PSD EARTHWORKS**

**PSD5.2 METHOD AND PROCEDURES**

**PSD5.2.5.2** "No overhaul will be paid for haulage". All material to be spoiled will be carted to a spoil site located by the Contractor and approved under the conditions of the EMP.

**PSD6 TOLERANCES**

**PSD6.1 The degree of accuracy will be level 2**

**PSD7 TESTING**

**PSD7.4 “ADD”**

The Contractor will test all fill materials as per the descriptions of SANS1200 DM, item 7.2. The costs associated with these test will be deemed to be part of the Contractor’s costs, and must be allowed for in the tender rates.

**PSD8 PAYMENT**

**PSD8.3.1.2 Remove**

“Topsoil” replace with “existing pavers and bedding sand”

Remove from this clause “stockpiling”, add “all pavers and bedding sand shall be carted off site to a spoil site located by the Contractor and approved under the conditions of the EMP. Overhaul will not be applicable under this item”

**PSD8.3.8.1 c Remove**

“soft material” replace with “All material”

**PSG CONCRETE STRUCTURAL**

**PSG 3 Materials**

**PSG 3.4.1** Fine aggregate “Sand “ shall be mechanically washed before added to batch volumes.

**PSG 5.5.1.2 Concrete**

Slumps to be measured in accordance SANS 682 with Max = 120mm

**PSG 5.5.3.2** Ready mix concrete will be accepted on site, All test results and batch records are to be submitted and approved by the Engineer before commencement of works

**PSG 5.5.7 Joints**

**1) Construction Joints**

Construction joints shall be formed with diamond dowelled galvanized steel plates 6mm x 115mm x 115mm at 450mm c/c including all necessary formwork.

All horizontal and vertical construction joints shall be cleaned of all dirt and loose particles. All intersections of construction joints with concrete surfaces, which will be exposed to view, shall be made straight and level or plumb.

The surface of concrete to be prepared shall be between 6h and 12h old after completion of placing and shall be “blown off” using a high-pressure water jet until all dirt and laitance is removed, and particles of clean coarse aggregate are exposed sufficiently to produce a rough keyed surface. (The success of this method of preparation is dependent on selection of the correct time and equipment to suit the cement type and atmospheric conditions).

The prepared surfaces shall be saturated with fresh clean water for a period of 4 hours prior to the adjoining pour.

Prior to the placement of concrete, the surface condition shall be saturated, yet surface dry – no ponding or standing of water.

Construction joints to be formed with a 8mm Jointex 300mm width filler or soft board, with 15mm backing strip and approved sealant “ sealant to be “ Sikaflex pro 3 / with a Sika Primer 3 N.

“No silicone product or derivative will be allowed on site”

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



## 2) Saw Cuts

Saw-cut joints shall be done as soon as concrete is firm enough not to damage the edges, usually between 6 to 16 hours but not later than 48 hours. Joints to be repeated in finished surfaces spacing of joints to be at 4m c/c.”

Saw cuts will be constructed with two cut system 1st cut to be 3mm in width to a depth of 100mm then reamed to a depth of 30mm at 6mm width and sealed with a “ Sikaflex pro 3 / with a Sika Primer 3 N.

## 3) Joints Abutting Structures / Bond breaker

Joints to be formed with a 8mm jointex 300mm width filler or soft board, with 15mm backing strip and approved sealant “ sealant to be “ Sikaflex pro 3 / with a Sika Primer 3 N.

“No silicone product or derivative will be allowed on site”

### **PSG 5.5.8 Curing and Protection**

Curing of concrete to comply to SANS 1200 G Item 5.5.8 (d).

### **PSG 5.5.10.2 Surface finishes**

Mechanical Pan float finish is specified, the surface shall first be treated as follows: Immediately after placing and compaction, the concrete shall be levelled with true straight edged equipment working between forms or other guides set accurately to line and level. No mortar shall be added to depressions and proud aggregate shall be tamped level. After the concrete has hardened sufficiently, it shall be floated to a uniform surface, free from trowel marks with a wooden float. Within 2hrs of final set, curing of the concrete shall commence.

### **PSG 6.2.3 Permissible Deviation**

Degree of accuracy to be level 2.

### **C3.3: Health and Safety Specifications**

### C3.3: HEALTH AND SAFETY SPECIFICATION



Issued in terms of the Occupational Health and Safety Act, 1993  
Construction regulations 2014

**CONTRACT NO: ES/19/CONT-YARD/HARDSTAND/REP**

**REFURBISHMENTS TO EXISTING CONTAINER DEPORT  
HARDSTANDS AND TRAILER YARD**

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## 1 SCOPE

### 1.1 Employer's objectives

The Site is located in the East London Industrial Development Zone (ELIDZ) Zone 1A. The site is already operational and currently hosts MSC in their operational activities in the Eastern Cape region.

Tenders are hereby invited by the ELIDZ from suitably invited and experienced Civil Engineering Contractors to undertake the REFURBISHMENT OF EXISTING CONTAINER DEPOT in the East London Industrial Development Zone 1A, located at the facilities within the West Bank area of the Buffalo City Metropolitan Municipality.

### 1.2 Overview of the works

The successful tenderer will be required to enter into a Contract to undertake the refurbishment of the current interlocking paving hardstands with concrete within the current operational site with the Mediterranean Shipping Company (Pty) Ltd.

### 1.3 Extent of the works

The successful contractor will provide the services of a **registered professional civil engineer with a valid PI cover** to design and control the design and implementation of the following concept design guides.

The hardstand comprises of 12,000 m<sup>2</sup> where the following is required:

- Divide the hardstand into separate sections, as to allow continued operations of the container yard during construction, barricade and hoard off construction areas;
- Remove existing paving and spoil material to an approved spoil facility;
- Remove the existing sand levelling layer and spoil at an approved spoil facility;
- Milling and removal of the existing 200mm C2 Cement stabilized base and remove to an approved spoil facility;
- Inspect and report on the condition of the sub – base;
- Conduct in situ testing and verification of the insitu material and compaction densities;
- Construct a 300mm 35 MPa concrete “with washed sand” and fibre reinforcement, to a pan finished floated finish and curing;
- Saw cut to 4m c/c and construction joints; and
- Levelling and drainage configuration, to container area.

### 1.4 Location of the Works

Zone 1A of the East London Industrial Development Zone situated on the West Bank.

### 1.5 Temporary works

The Contractor must price for re-instating the contractors site area and tenants access road if so damaged by construction equipment.

The Contractor will be expected to erect sufficient barriers/hoarding to areas where construction work is taking place.

The Contractor must allow for all necessary temporary hoardings, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways, walkways, overhead protection against falling objects and materials, security fences, etc. for the enclosure of the works and elements thereof for the protection of the public and others as required by prevailing BCMM bylaws, the Construction Regulations 2014 issued in terms of Occupational Health and Safety Act 1993, any other Laws and Regulations and/or demanded by his own site requirements.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

No other major temporary works is expected for the completion of the works. Minor temporary works (scaffold and formwork) may be required and is deemed to be included in the price.

## **2 DEFINITIONS**

As per the Occupational Health and Safety Act (85 of 1993) and the relevant regulations and applicable standards.

### **2.1 List of Abbreviations**

CC	Compensation Commissioner
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DoL	Department of Labour
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances 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
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SWP	Safe Work Procedure

### **2.2 Key References**

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

Construction Regulations 2014.

Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)

SANS codes.

South African Road Traffic Signs Manual (SARTSM)

## **3 INTERPRETATION**

The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

### **3.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)**

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client / Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance.

No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing. The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated, or determined by the Client) that are promulgated or accepted during the contract will automatically be applied.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations

### **3.2 Requirements**

A project specific H&S Plan in response to this PSHSS will be required with submission of the tender documentation, subject to approval by the CHS Agent. This must include all supporting documentation as required to verify the H&S system:

## **4 GENERAL REQUIREMENTS**

### **4.1 Risks**

Principal Contractor to provide a detailed risk assessment for the entire works on site.

### **4.2 Specified Hazardous Chemical Substances**

The PC is to supply materials data sheets (MDSs) for all the products to be utilized on site.

## **5 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT**

### **5.1 Notification of Construction Work**

The Notification of Construction must be completed and signed by the Client, Client's Agent and the Contractor. The Notification must be taken to the Regional Department of Labour Office for approval, the DOL will issue a conformation Letter.

This must take place before any work commences.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations

### **5.2 Appointment of Competent Site Personnel**

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required.

### **5.3 Construction Manager / Supervisors**

Competent Construction Managers (CR 8.1) must be appointed to manage part or all the works who is full time on site and have training and/or experience in the area of responsibility.

### **5.4 Construction Health and safety Officer**

Full time construction health and safety officer to be on site.

The Principal Contractor must have in his employ a full time competent person to manage all health and safety matters pertaining to this contract.

The person must possess the following competencies:

- Certificate for OHS legal training
- Certificate for risk assessment and incident investigation training -certified copies to be provided

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

- Supply a detailed CV of the health and safety person.
- Certified copies of certificates to be provided (no longer than 3 months of certification)
- Registered with the SACPCMP and have a valid registration certificate.

## **6 GENERAL RISK MANAGEMENT**

### **6.1 Health Risks and Medical Surveillance**

All employees must be examined and declared medically fit to work by an occupational medical practitioner. Such must be concluded on the Annexure 3- medical of fitness.

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. The PC is to ensure and supervise safe use of products, and their inclusion into risk assessment.

### **6.2 Emergency Procedures**

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

Local emergency telephone numbers must be displayed and made part of the emergency procedure.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management. The PC must consult with the Client in preparation of the emergency in relation to surrounding tenants in the EL IDZ.

### **6.3 First Aiders and First Aid Equipment**

At least 1 first aider will be trained to Level 2. First aiders shall be available and accessible on site always, and be able to work as a team when responding to any emergency on the project.

Appropriately stocked first aid kits, at least to the requirements of the Annexure to the GAR, are to be available at all times to assure continual availability and access on site.

### **6.4 Fires and Emergency Management**

Attention to emergency planning and procedures is very important. Requirement in terms of identified risks:

- Fire;
- Public Safety;
- Being struck by mobile plant

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project; the emergency plan is to include the risks of fire on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

### **6.5 Incident Management and Compensation**

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Client /CHS Agent immediately. This shall be confirmed in writing following the incident.

### **6.6 Personal Protective Equipment and Clothing**

The PC is to provide PPE to all employees free of charge

---

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

The wearing of the identified SANS approved PPE at all times is non-negotiable.

- Hard hats;
- Protective footwear;
- Overalls that ensure worker visibility.
- Eye protection (if required)
- Hearing protection;
- Reflective jackets (no bibs);
- Respiratory protection (minimum of FF2);
- Any other necessary PPE identified from SDSs and/or risk assessments.

## **6.7 Occupational Health and Safety Signage**

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required (but not limited to)

- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles); and
- Fire extinguishers.
- Assembly Area
- Open excavations

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

## **6.8 Induction of Employees and Visitors, General H&S Training**

A simple, formal induction programme is to be prepared which is site specific. Inductions must be carried out for all workers and visitors (including Client) to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done.

## **7 COMMUNICATION ON SITE**

All H&S communication during the project between the CHS Agent and the PC will be done in writing, including the issue and responses to non-conformances and H&S audit results.

## **8 CARE OF WORKERS ON SITE (WELFARE)**

Adequate toilets, clean, safe drinking water and decent shelter must be afforded workers at all times.

Hand washing facilities must be provided.

No employees are to be found loitering outside the construction area.

## **9 DISCIPLINE, ALCOHOL AND SUBSTANCE ABUSE**

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety.

## **10 CONSTRUCTION MOBILE PLANT**

All construction mobile plant to comply to construction regulation 23.

Operators must be trained and deemed competent to operate each plant, by an accredited service training provider who is registered with the relevant SETA.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



Medical certificate of fitness must be conducted by an occupational medical practitioner.

## **11 HOARDING**

Adequate hoarding to be done to reduce dust and noise.

Edge protection to be in place where required for cut and fill areas.

## **12 TRAFFIC ACCOMMODATION**

The Contractor shall always ensure the safe and expeditious passage of traffic and shall provide all necessary temporary road traffic signs, barricades, flagmen, etc. to safeguard the travelling public. Any detours or by-passes constructed by the Contractor shall be adequately signposted, as per the South African Road Traffic Signs Manual, and maintained to provide safe and easy passage of traffic.

## **13 NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients OHS Spec or PCs H&S Plan; the PC shall have no claim for extension of time or any other compensation.

## **14 HEALTH AND SAFETY FILE**

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

The following completed information shall be included (but not be limited to) as part of the index:

- The Site-Specific Health and Safety Specification. (from Client)
- The H&S Plan and the approval by Client;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of Construction work and confirmation letter from DOL.
- Record of Competencies (CVs) and appointments;
- Training Records;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers; and
- Employee records (who is on site)

### NOTIFICATION OF CONSTRUCTION WORK

(In terms of Construction Regulation 4 of Construction Regulations, 2014)

1. (a) Name and postal address of principal contractor:

---

- (b) Name and tel. no of principal contractors contact person:

---

2. Principal contractor's compensation registration number:

---

3. (a) Name and postal address of client:

---

- (b) Name and tel. no of clients contact person or agent:

---

4. (a) Name and postal address of designer(s) for project:

---

- (b) Name and tel. no of designer(s) contact person:

---

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

---

6. Name/s of principal contractor's sub-ordinate supervisors of site appointed in terms of regulation 8(2)

---

7. Exact physical address of the construction site or site office:

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Tenderer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_ Employer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_

8. Nature of the construction work:

---

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9. Expected commencement date:

---

10. Expected completion date:

---

11. Estimated maximum number of persons on the construction site

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal contractor:

---

13. Name(s) of contractors already selected:

---

---

---

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Agent (where applicable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

**THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF  
LABOUR PRIOR TO COMMENCEMENT OF WORKS ON SITE.**

\_\_\_\_\_  
Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**ANNEXURE 3**  
**OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993      CONSTRUCTION REGULATIONS, 2014**  
**Medical Certificate of Fitness**

Name of Employee:	ID Number:	Co. Number:
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	*Possible Exposures e.g. Noise, Heat, Fall Risk, Confined Space, etc.	*Job Specific Requirements e.g. Operating Mobile Crane, Digging Trenches, Erecting Formwork & Supportwork, etc.	*Protective Equipment e.g. Dust Respirator, (Light Duty), Welding Gloves, etc.
*Occupation  e.g. General Worker, Welder, Bricklayer, Steel Fixer, Mobile Crane Operator, etc.			

\* The Employer to complete the information in the spaces marked with an \* before sending the Employee for a medical examination

**Declaration by the Occupational Health / Medical Practitioner:**

I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the above mentioned employee is fit to perform the duties as described by the employer in the matrix above.

Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: (Please Print Name: \_\_\_\_\_)

Signature: \_\_\_\_\_ Practice Number: \_\_\_\_\_ Date: \_\_\_\_\_

Address:

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## **C3.4:Construction Environment Management Plan**

SHE/WI/02 rev 8 (January 2016)

EAST LONDON INDUSTRIAL DEVELOPMENT ZONE (SOC) LTD  
**GENERAL REQUIREMENTS OF THE CONSTRUCTION ENVIRONMENT MANAGEMENT PLAN  
(CEMP)**

## **FOREWORD**

The East London Industrial Development Zone (SOC Ltd ) (ELIDZ) encourages sustainable environmental management practices in the East London Industrial Development Zone (IDZ). This applies to all planning, design, construction and operation of the ELIDZ.

The Strategic Environmental Assessment (SEA) for the ELIDZ - completed in November 1997 by the CSIR - recommended that a series of principles and guidelines be applied to minimise negative environmental impacts and enhance the positive environmental impacts during the planning of the ELIDZ. These conditions and guidelines (as part of the Draft SEA) were submitted for public comment and, revised accordingly.

The CEMP incorporates specifications derived from recommendations in the SEA, ELIDZ Rezoning Environmental Impact Assessment (EIA) and Comments Report, Department of Economic Affairs, Environment and Tourism's Conditions of Approval for the rezoning EIA, together with specifications for 'good environmental practice' for construction work.

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**List of Abbreviations**

<b>CSIR</b>	<b>Council for Scientific and Industrial Research</b>
<b>ELIDZ</b>	<b>East London Development Zone (SOC) Ltd.</b>
<b>IDZ</b>	<b>Industrial Development Zone</b>
<b>SHEM</b>	<b>Safety, Health and Environment Manager for the ELIDZ (SOC) Ltd.</b>
<b>CEMP</b>	<b>Construction Environmental Management Plan</b>
<b>EMS</b>	<b>Environmental Management System for the ELIDZ (SOC) Ltd</b>
<b>ESA</b>	<b>Environmentally Sensitive Area</b>
<b>ECO</b>	<b>Environmental Control Officer</b>
<b>PECO</b>	<b>Project Environmental Control Officer</b>
<b>SABS</b>	<b>South African Bureau of Standards</b>
<b>SSSI</b>	<b>Sites of Special Scientific Interest</b>
<b>DEDEA</b>	<b>Department of Economic Development and Environmental Affairs</b>
<b>PA</b>	<b>Principal Agent, or duly appointed principal Consultant</b>

## **1 PURPOSE OF THE CEMP**

The purpose of the CEMP is to translate the recommendations of the SEA and the Rezoning EIA into a contractual environmental management plan for application during construction activities within the ELIDZ.

The CEMP provides specifications that the Contractor shall adhere to in order to minimise adverse environmental impacts and so that the costs of implementing the CEMP are included into the Contract pricing.

## **2 IMPLEMENTATION OF THE CEMP**

The CEMP is intended for dissemination by the SHEM to approved PA's (or persons responsible for management of projects) who shall ensure that it is included in all Tender Documents issued to the prospective Contractors

The Safety, Health and Environment Manager (SHEM) shall be responsible for updating the CEMP as required, auditing the implementation of the CEMP for each construction project and for maintaining the document control and record systems associated with the CEMP

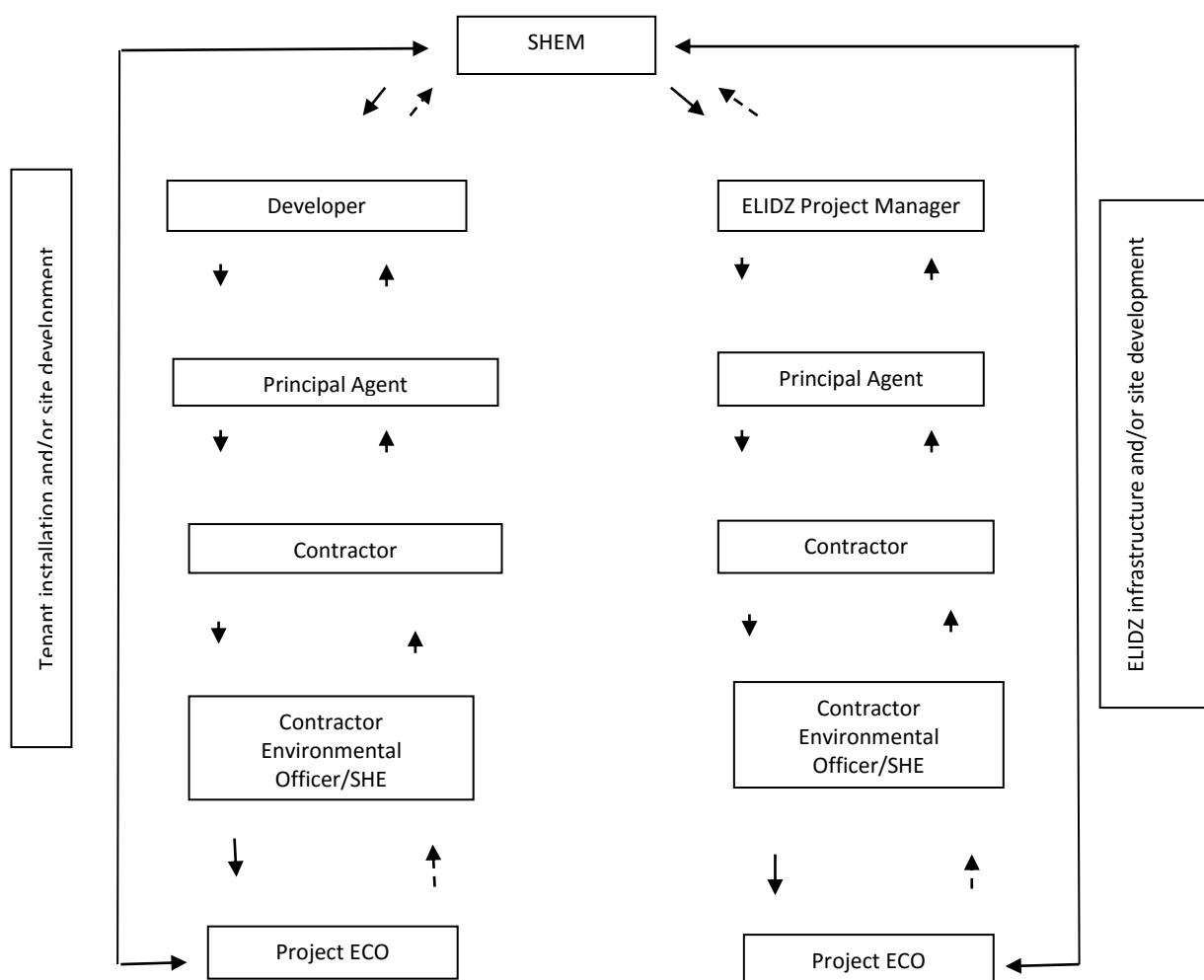
The Contractor shall appoint a representative permanently associated with the works site to act of the Environmental Control Officer (ECO) for the duration of the project. The ECO shall have the necessary training and experience to receive and act upon instructions from the SHEM and PA and to report as required.

## **3 ORGANIZATIONAL REQUIREMENTS**

### **3.1 Organizational Structure**

This section outlines the required management structure for the administration of the CEMP, with particular emphasis on the roles and responsibilities of key individuals.

The organizational structure for the implementation of the CEMP is presented in Figure 1 and should be viewed in conjunction with the roles and responsibilities identified below.



**Figure 1: Organisational structure showing lines of responsibility and communication.**

### 3.2 Roles and responsibilities

#### 3.2.1 Safety, Health and Environment Manager (SHEM)

The ELIDZ is ultimately responsible for ensuring effective environmental management of the ELIDZ in terms of the conditions in the Environmental Management System. It is the function of the Safety, Health and Environment Manager (SHEM) of the ELIDZ or the duly appointed representative to monitor the implementation of the requirements of the CEMP by Consultants and Contractors, as specified in the CEMP.

The SHEM shall appoint a Project Environmental Control Officer (PECO) to act as his representative. The PECO shall have the same authority as the SHEM except that a work stoppage instruction shall be subject to a 24 hour delay pending confirmation by the SHEM and the PA.

In terms of the application of this CEMP the SHEM or his representative shall have, inter alia, the

following responsibilities:

- 3.2.1.1 Maintain the CEMP and its contents for issue to PA's and Contractors.
- 3.2.1.2 Receive and adjudicate any requests for deviations from PA's and Contractors and issue a decision within 21 days of the date of receipt of any application.
- 3.2.1.3 Confirm the issue of the CEMP for every construction project within the ELIDZ.
- 3.2.1.4 PECO to brief Contractors on the general requirements of the CEMP for each project prior to establishing site and stipulate any variations to the CEMP and indicate the method statements required for the project.
- 3.2.1.5 PECO to conduct contractor environmental awareness and induction.
- 3.2.1.6 PECO to receive, review and approve in writing any method statements required for the project within 10 days of receipt, or reject inadequate method statements and request alterations within the same 10 day period.
- 3.2.1.7 PECO to frequently inspect the Contractor's site to check compliance with the CEMP and any required method statements (at least monthly) and maintain independent inspection reports on file.
- 3.2.1.8 PECO to participate in monthly project site meetings.
- 3.2.1.9 PECO to provide SHEM with written reports related to non-conformance with the CEMP and method statements. Escalate to SHEM issues which cannot first be resolved in co-operation with the relevant PA and Contractor, and distribute copies of the record to the PA and Contractor.
- 3.2.1.10 Issue any work stoppage instruction for serious non-compliance of the CEMP to the PA for further action.
- 3.2.1.11 Carry out site completion inspections and provide details of any outstanding issues for the Contractors attention.
- 3.2.1.12 Carry out at least two (2) post -construction inspections to monitor the site with respect to re-vegetation, alien vegetation control and erosion.
- 3.2.1.14 PICO to submit Environmental Close-out report for SHEM to Issue a project closure instruction for the requirements of the CEMP to the PA to authorize the release of retention monies for the project.

### **3.2.2 The Developer**

In terms of the application of this CEMP the Developer or his duly appointed representative shall, inter alia, have the following responsibilities:

- 3.2.2.1 The Developer shall notify the ELIDZ (SOC Ltd) in writing of any intention to undertake construction activities or installation of infrastructure;
- 3.2.2.2 Notify the ELIDZ (SOC Ltd) in writing of the appointed Principal Agent for the project.
- 3.2.2.3 Include the CEMP with any tender document related to maintenance or construction activities on site;
- 3.2.2.4 Submit an Environmental Management Plan (EMP) for the proposed development to the ELIDZ (SOC Ltd);
- 3.2.2.5 Allow the SHEM or PECO access to the site for monitoring purposes; and
- 3.2.2.6 Submit monthly environmental reports and audits to the ELIDZ (SOC Ltd).

### **3.2.3 Principal Agent (PA) and ELIDZ Project Managers**

In terms of the application of this CEMP the PA or his duly appointed representative shall, inter alia, have the following responsibilities:

- 3.2.3.1 Include most up to date version of the CEMP in any tender document related to construction activities within the ELIDZ
- 3.2.3.2 Provide feedback to the SHEM on any areas of the project for which the CEMP may require deviation.
- 3.2.3.3 Instruct the Contractor to appoint an Environmental Control Officer (ECO) for the project.
- 3.2.3.4 Include in all site meetings the opportunity to address environmental matters from all parties to the works and keep minutes of these meetings.
- 3.2.3.5 Stop work on site on instructions of the SHEM in the event of serious non-compliance to the CEMP.
- 3.2.3.6 Request a project closure instruction for the requirements of the CEMP from the SHEM to authorize the release of retention monies for the project.
- 3.2.3.7 Only release the retention monies for the project once the CEMP project closure instruction is received from the SHEM.

### **3.2.5 Contractor**

In terms of the application of this CEMP the Contractor shall have, inter alia, the following responsibilities:

- 3.2.5.1 Comply with the requirements of the CEMP as provided in the contract document
- 3.2.5.2 Provide copies of any method statements required for the work to the PA 10 days prior to commencing work on site. These method statements shall be in sufficient detail that a third party with the relevant experience of the work and the site could reasonably carry out the work based on the method statement provided.
- 3.2.5.3 Provide to the PA and the PECO, a detailed CV of the proposed Environmental Control Officer (ECO), responsible for managing the CEMP on the Contractors behalf, for approval. The proposed ECO shall have the required environmental experience to manage the CEMP and the SHEM shall reserve the right to reject the appointment of unsuitable persons.
- 3.2.5.4 Provide a copy of the letter of appointment of the Environmental Control Officer (ECO) to the PA and SHEM within 7 days of the appointment to commence work. The appointed ECO shall be available on site during normal working hours.
- 3.2.5.5 The contractor shall be required to undertake post-construction CEMP activities on site until such time as a project closure certificate is issued by the PA..
- 3.2.5.6 Provide information to the ELIDZ as required during external audits that shall be conducted by the ELIDZ as part of the EMS auditing procedure. The information required shall include the reports of internal audits conducted by the Contractor.

### **3.2.6 Contractor Environmental Control Officer (ECO)**

The ECO for the Contractors site shall be responsible for, inter alia, the following tasks:

- 3.2.6.1 Be familiar with the contents of the CEMP and be capable of ensuring compliance with all aspects of the document.
- 3.2.6.2 Conduct regular internal audits to ensure that the system for implementation of the CEMP is operating effectively.
- 3.2.6.3 Be familiar with the method statements that apply to any work and audit the compliance to those requirements.
- 3.2.6.4 Ensure that employees of Contractors, sub-Contractors, suppliers etc. receive appropriate environmental awareness training prior to commencing work on the project and maintain records of training.

- 3.2.6.5 Record any transgressions of the method statements, that lead to environmental impacts in an incident register, and report these to the PECO, PA and SHEM immediately.
- 3.2.6.6 Participate in monthly project site meetings.
- 3.2.6.7 Maintain a site log of any public complaints, details of the corrective action taken, and confirmation that the complainant has been advised that the issue has been resolved.
- 3.2.6.8 At the completion of the contract period a full record of the correspondence pertaining to the application of the CEMP for the work shall be handed in within 30 days to the PECO.

#### **4. MANAGEMENT AND MONITORING**

##### **4.1 General inspection, monitoring and reporting**

The Contractor shall ensure that the following is complied with:

- 4.1.1 Keep the records of daily site inspection reports to ensure that the environmental specifications are adhered to.
- 4.1.2 4.1.3 Maintain a record of all incidents (spills, impacts, complaints, legal transgressions etc) as well as corrective and preventive actions taken, for submission to the PECO, SHEM and PA at the scheduled monthly meetings.

##### **4.2. Method Statements**

The Contractor shall submit written method statements indicating how compliance with the Particular Specification for Environmental Management will be achieved.

- 4.2.1 Method statements shall state clearly:
  - timing and phasing of activities
  - materials to be used
  - equipment and staffing requirements
  - the proposed construction procedure designed to implement the relevant environmental specifications
  - the system to be implemented to ensure compliance with the above
  - other information deemed necessary by the ELIDZ and Consultant.
- 4.2.2 Method statements shall be submitted to the PECO , for approval at least ten working days prior to commencement of related works on site, to allow the PECO time to study and approve the method statement. The Contractor shall not commence work on the activity requiring a method statement until such time as the method statement has been approved in writing by the PECO which shall be done within ten working days of receipt.
- 4.2.3 Approved method statements shall be kept on site for auditing purposes.

##### **4.3 Documentation**

- 4.3.1 The Contractor shall maintain files of method statements, monthly reports, internal audits and other relevant material. These files shall be available on site at all times and are to be presented on request.
- 4.3.2 The Contractor shall ensure that all records of spills, pollution incidents, spot fines, training details etc. are copied to the PECO .
- 4.3.3 The Contractor shall ensure that a register of public complaints and action taken thereon, plus the relevant documentation from the PECO , is maintained.

- 4.3.4 All records relating to the CEMP are to be copied to a file which is to be handed over to the PECO on completion of the project.

#### **4.4. Penalties**

Failure to comply with the provisions of the CEMP will attract the following penalties:

##### **4.4.1 Spot Fines**

Spot fines not exceeding R1,500.00 shall be imposed by the PA on the Contractor if the Contractor is found to be in breach of this Specification. The PA shall advise the Contractor in writing of the nature of the infringement and the amount of the spot fine, which shall be deducted from monthly payment certificates.

The imposition of spot fines does not replace any legal proceedings the ELIDZ (SOC Ltd), authorities, land owners and/or members of the public may institute against the Contractor. The severity of the spot fine shall be decided at the discretion of the PA, and the PA's decision is final.

Spot fines will be imposed for the following infringements that include but might not be limited to:

- 4.4.1.1 Commencement of work without approval of method statements
- 4.4.1.2 Moving outside the demarcated Site boundaries;
- 4.4.1.3 Using the river for any purposes other than those specified;
- 4.4.1.4 Littering of the Site and surrounds;
- 4.4.1.5 Burying waste on Site and surrounds;
- 4.4.1.6 Smoking in the vicinity of fuel storage and filling areas and in any other areas where flammable materials are stored/used;
- 4.4.1.7 Making fires outside designated areas;
- 4.4.1.8 Defacement of natural features;
- 4.4.1.9 Performing ablutions outside of designated ablution areas.
- 4.4.1.10 Spillage onto the ground of oil, diesel, etc;
- 4.4.1.11 Harming / damaging Flora and Fauna within the EL IDZ.
- 4.4.1.12 Other acts deemed by the PECO to be in breach of the CEMP.

Spot fines that are issued by the PA, will be issued as a 'Compliance Notice' to the Contractor, and the Compliance Notice shall present the activity that caused the non-compliance, and the amount to be paid. A copy of the Compliance Notice will also be submitted to the financial manager for the project who will deduct the value of the fine from the Contractors payment claim.

##### **4.4.2 Fines**

More severe fines may be issued by the SHEM on a Contractor if there are repeated contraventions of the CEMP. The fines that are issued shall be in accordance with the severity of the incident, and these will be classified as minor-, medium-, or major environmental incidents.

##### **4.4.2.1 Minor environmental incidents**

This refers to an incident or sequence of incidents, whether immediate or delayed, that does not result in any negative impact on the environment immediately after remedial action, and does not result in pollution, and does not pose risk of injury or death.



Minor environmental incidents may attract a fine not exceeding R5,000.00 imposed at the discretion of the SHEM. The SHEM's decision is final and the Contractor remains liable for the costs of any remedial action required.

#### **4.4.2.2 Medium environmental incidents**

This refers to an incident or sequence of incidents, whether immediate or delayed, that results in reversible significant negative impact on the environment, and/or risk of legal liability to the ELIDZ, and does pose risk of injury or death.

Medium environmental incidents may attract a fine not exceeding R10,000.00 imposed at the discretion of the SHEM. The SHEM's decision is final and the Contractor remains liable for the costs of any remedial action required and / or legal liabilities.

#### **4.4.2.3 Major environmental incidents**

This refers to an incident or sequence of incidents, whether immediate or delayed, that results in irreversible significant negative impact on the environment, and/or risk of legal liability to the ELIDZ.

Major environmental incidents may attract a fine not exceeding R50,000.00 imposed at the discretion of the SHEM. The SHEM's decision is final and the Contractor remains liable for the costs of any remedial action required and / or legal liabilities.

#### **4.4.2.4 Fines Procedure**

1. PECO will issue the contractor with a pre-compliance notice.
2. The pre-compliance notice will include the non-conformance as well as recommendations for corrections.
3. Final corrective actions are to be implemented within 48 hours of receipt of the pre-compliance notice.
4. Failure to address the pre-compliance notice will result in a compliance notice being issued to the contractor and copy to the PA as well as SHEM.
5. The compliance notice will include the non-conformance, proposed corrective action, failure to address non-conformance and recommended fine value.
6. The compliance notice shall be addressed within 48 hours, failing which related construction activities are at risk of being stopped by SHEM.
7. The PA will ensure that a copy of the Compliance Notice will be submitted to the project's financial manager with an instruction to deduct the value of the fine from the Contractor's next payment certificate.

#### **4.4.2.5 Repeat Offences**

A repeated contravention of the CEMP requirements shall be sufficient grounds for the removal by the SHEM of the person responsible for the non-compliance from the Site, and the Contractor shall have no claim for such action.

A repeat major environmental incident may be grounds for the SHEM to claim a 'breach of contract' against the Contractor and the ELIDZ shall have the right to terminate the contract in such circumstances.

#### **4.4.3 Dispute Resolution**

Dispute resolution will be in accordance with the terms dictated by the construction contract entered into between the Contractor and ELIDZ (SOC) Ltd (ie GCC, JBCC etc).

**5. ENVIRONMENTAL AUDITING**

It shall be the responsibility of the SHEM and the PECO to attend to the preliminary briefing of the Contractor on the CEMP at the site hand-over meeting, and to conduct external audits of the works area at not less than 8 week intervals.

The audit shall assess compliance with each clause of the CEMP, including any variations and additions which may have been approved.

**6. ENVIRONMENTALLY SENSITIVE AREAS**

6.1 The Contractor is advised that certain areas within the IDZ have been identified as being Environmentally Sensitive Areas (ESA's). The ESA's include the following:

- coastal grasslands
- wetlands which protect and support aquifers and riverine systems
- the Mvubukazi and Ngqenga River
- steep slopes which are prone to erosion when vegetation is removed or disturbed and which support areas of pristine indigenous vegetation.

6.2 No ESA shall not be entered or used for any purpose unless a written motivation has been submitted to the SHEM by the Contractor, and a written approval has been received from the SHEM.

6.3 The Contractor shall exercise special care when working close to the ESA in order to avoid physical disturbance or pollution of these areas.

## **PARTICULAR SPECIFICATIONS TO THE ELIDZ CEMP**

### **PS 1 INTRODUCTION**

The Contractor's attention is drawn to requirements of the Environmental Specification which are intended to complement the requirements laid down in SABS 1200 and are not intended to extend these requirements except where the Contractor fails to take due care, whereupon any additional requirements shall be at the expense of the Contractor.

### **PS 2 GENERAL ISSUES**

#### **PS 2.1 Access to Marine Zone**

The Contractors and their staff are specifically prohibited from going across to the marine zone (and beach) adjacent to the ELIDZ directly from the ELIDZ.

#### **PS 2.2 Pollution of Groundwater**

The Contractor must ensure that pollution of the ground or surface water does not occur as a result of the release, accidental or otherwise, of contaminated run-off from construction sites, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run off from stockpiles, solid waste and litter.

#### **PS 2.3 Wind Generated Pollution**

The Contractor is advised that the site is prone to strong winds. All material storage areas should be designed so as to reduce the risk of spillage, dispersal or damage from materials as a result of strong winds. The protection of stored materials should be included in method statements.

#### **PS 2.4 General Emergency Procedures**

- PS 2.4.1 The Contractor shall submit his Emergency Procedure Method Statement to the SHEM, and ensure that emergency response procedures are in place, prior to commencing activities on site.
- PS 2.4.2 Emergency response procedures shall include, but are not limited to, the reaction to fire, spills contamination , ground contamination, accidents to employees, accidental discharge of hazardous substances, etc.
- PS 2.4.3 Emergency procedures, including contact details of emergency response services, shall be made available to all the relevant personnel and shall be clearly displayed at the relevant locations around the site.
- PS 2.4.4 The Contractor shall advise the SHEM and PA of any emergencies on site, together with a record of action taken as soon as practical but not later than 36 hours after the event.
- PS 2.4.5 The contractor must provide the PECO and the PA with temporary site closure procedures in the event that the construction site is closed for five days or more.

#### **PS 2.5 Fire prevention**

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

#### **PS 2.6 Hazardous materials**

The Contractor shall provide Drizit or equivalent spill kits and his staff are to be trained in the use of the equipment. In addition the Contractor shall ensure that key personnel are aware of local Contractors who are experienced in hazmat handling in the event of the on-site reaction proving inadequate.

### **PS 3 ENVIRONMENTAL PROTECTION**

#### **PS 3.1 Protection of Flora and Fauna**

PS3.1.1 Indigenous flora is to be protected throughout the areas surrounding the site. All fauna within and around the site is protected.

PS 3.1.2 It is illegal, in terms of the Eastern Cape Nature and Environmental Conservation Ordinance 19 of 1974, to remove or pick any protected or unprotected indigenous flora without the written permission of the land owner. The Ordinance sets out particular penalties for offenders and the SHEQM will ensure compliance..

#### **PS 3.2 Poaching, disturbance of Wildlife and domestic pets**

PS 3.2.1 No fauna shall be disturbed on site or in surrounding forestry/bush areas.

PS 3.2.2 Wildlife shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares. Offenders shall be prosecuted in terms of the Eastern Cape Nature and Environmental Conservation Ordinance 19 of 1974

PS 3.2.3 Any Contractor's staff caught interfering with wildlife will face suspension from the project. Criminal charges will be initiated if poaching is detected.

PS 3.2.4 No domestic pests will be allowed on site.

#### **PS 3.3 Defacement of Natural Features**

Defacement of any features within the ELIDZ shall be cause for the SHEM to invoke penalties in accordance with clause 4.4 - Penalties

#### **PS 3.4 "Endangered" or "Protected Plants"**

A number of species of plants have been declared "Endangered" or "Protected Plants" in terms of the Environmental Forestry legislation, which includes Cycads, Tree Ferns, Aloes, Lilies, Orchids amongst others.

In terms of the regulation these plants may not be gathered, transported or relocated without a permit. These plants must therefore be avoided, or if unavoidable, the SHEM and the PA must be notified timeously so that the necessary approvals for removal and rehabilitation can be obtained.

**PS 3.5 Indigenous Vegetation**

- PS 3.5.1 No indigenous trees or bush shall be disturbed or removed without approval from the SHEQM.
- PS 3.5.2 Areas where construction will occur in close proximity to indigenous forest/bush must be strictly controlled and the limits of the construction activities must be demarcated with hazard tape. No construction staff may be access this indigenous vegetation at any time.

**PS 3.6 Alien Vegetation**

- PS 3.6.1 The PECO will assist in the identification of alien plant species which must be removed and will advise the Contractor on methods of eradication
- PS 3.6.2 The Contractor shall remove all alien vegetation that establishes within the demarcated site after construction commences. The removal of alien vegetation shall comply with legal and other requirements, with related method statements approved by the PECO prior to removal.
- PS 3.6.3 The treatment of alien vegetation with herbicides shall be approved by the PECO prior to implementation.

**PS 3.7 Fire Prevention and Control**

- PS 3.7.1 The Contractor shall at all times ensure that fires do not start or spread within the site or the environs thereof as a result of the Works or the actions of employees.
- PS 3.7.2 In the event of fire the Contractor shall immediately implement construction site emergency preparedness protocol to have the fire emergency addressed.

**PS 3.8 Erosion Control**

- PS 3.8.1 Areas affected by construction related activities must be monitored on an ongoing basis for evidence of soil erosion. The Contractor shall implement remedial measures as instructed by the SHEQM and / or the PA at an early stage to avoid severe erosion problems occurring.
- PS 3.8.2 The disturbance of steep slopes by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Where re-vegetation of slopes is undertaken, this shall be in accordance with the CEMP specification for rehabilitation.
- PS 3.8.3 The positions of scour valves are to be checked on site by the PA, PECO and Contractor prior to construction thereof, to ensure that scouring will not cause erosion. All scour positions will require some form of erosion protection.

**PS 3.10 ENVIRONMENTALLY SENSITIVE AREAS**

- 3.10.1 The Contractor is advised that certain areas within the IDZ have been identified as being Environmentally Sensitive Areas (ESA's). The ESA's include the following:

- coastal grasslands
- wetlands which protect and support aquifers and riverine systems
- the Mvubukazi and Ngqenga River
- steep slopes which are prone to erosion when vegetation is removed or disturbed and which support areas of pristine indigenous vegetation and a site drawing indicating the ESAs is included with the specification.

3.10.2 No ESA shall not be entered or used for any purpose unless a written motivation has been submitted to the SHEM by the Contractor, and a written approval has been received from the SHEM.

3.10.3 The Contractor shall exercise special care when working close to the ESA in order to avoid physical disturbance or pollution of these areas.

3.10.4 Damage caused to an ESA by the Contractor shall be cause for the SHEM to invoke penalties in accordance with clause 4.4 - Penalties.

#### **PS 3.9 Archaeological and Paleontological sites**

If any possible paleontological / archaeological material is found during excavations, the Contractor shall stop work immediately and inform the SHEM who will inform the National Monuments Council (NMC) and arrange for a palaeontologist /archaeologist to inspect, and if necessary excavate the material, subject to acquiring the requisite permits from the NMC

#### **PS 4 CONSTRUCTION SITE ACTIVITIES**

##### **PS 4.1 Sanitation**

PS 4.4.1 The Contractor shall provide the necessary ablution facilities for all his personnel. A temporary connection to the ELIDZ sewerage system for use during construction shall take precedence, failing which chemical toilets shall be provided with a minimum of one toilet per 15 persons.

Chemical toilets shall be cleaned and serviced regularly by a reputable toilet servicing company, and shall be emptied before long weekends and builders' holidays. The toilet servicing company shall provide proof that they are licensed to dispose of waste to the Buffalo City Municipality sewers.

PS 4.4.2 The Contractor shall ensure that chemicals and/or waste from toilet cleaning operations are not spilled on the ground at any time. Should there be repeated spillage of chemicals and/or waste (i.e. more than three), the Contractor shall place the toilets on a solid base with a sump, at his own expense. Accumulations of chemicals and waste will have to be removed from the site and disposed at an approved waste disposal site or sewage plant.

PS 4.4.3 Waste water from any other ablution or kitchen facilities on site shall be discharged into a suitable conservancy tank or directed to the nearest sewer. The Contractor shall be responsible for ensuring that the system continues to operate effectively for the duration of the construction activity and that the conservancy tank is emptied as required during the project.

The Contractor shall engage a suitably qualified sub-contractor or the local authority to empty the conservancy tank and provide proof that the effluent is discharged to a licensed disposal site.

#### **PS 4.2 Refuse**

PS 4.2.1 All waste shall be collected and contained immediately.

PS 4.2.2 The Contractor shall not dispose of any waste and/or construction debris by burning or burying. Waste bins and / or skips are to be provided. The bins shall have lids and an external closing mechanism to prevent their contents blowing out. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

PS 4.2.3 Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:

- Hazardous waste (including old oil, diesel, petrol tins, paint, bitumen, etc.)
- Recyclable waste (paper, tins, glass)
- General waste
- Reusable construction material.

PS 4.2.3.1 Recyclable waste shall be deposited in separate skips and removed off site for recycling

PS 4.2.3.2 Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in enclosed area/s and shall be clearly marked. Such waste shall be disposed of off-site by a specialist waste contractor, at a licensed hazardous waste disposal site.

#### **PS 4.3 Dust**

The Contractor shall at all times control dust emanating from all of the Works, access roads/tracks, stockpiles, spoil sites and borrow pits. Dust suppression may entail the judicious use of water and care shall be taken to avoid unnecessary runoff and / or erosion.

#### **PS 4.4 Cement and Concrete**

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein.

PS 4.4.1 On site mixing of Concrete and Mortar

The Contractor shall ensure that:

- All mixing is done on mortar boards, and not directly on the ground;
- the visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible signs into the ground is not acceptable.

PS 4.4.2 Cement stabilization

The Contractor shall not undertake cement stabilization during windy periods. Special care shall be taken when working in the vicinity of the demarcated wetlands and Mvubukazi and Ngqenga Rivers to avoid damage caused by cement entering the water.

PS 4.4.3 Concrete Batching

PS 4.4.3.1 Concrete batching plants shall be located more than 100 m from the nearest river channel or wetland. The batching site shall be bunded with earth berms or sandbags such that

runoff cannot escape from the site. Contaminated stormwater and wastewater runoff shall not be permitted to enter streams but shall be led to a pit where the water can soak away.

- PS 4.4.3.2 Waste concrete and cement sludge shall be scraped off the site of the batching plant and carted to an approved landfill site.
- PS 4.4.3.3 Adequate measures shall be taken to control dust from stockpiles and the batching plant processes. The placement of the batching plant shall not be closer than 500 metres from the nearest dwelling or occupied premises, other than the site camp.
- PS 4.4.4 Concrete Mixing
- PS 4.4.4.1 Concrete mixing stations shall be located on the construction site and shall be bunded with earth berms or sandbags such that runoff cannot escape from the site. Contaminated stormwater and wastewater runoff shall not be permitted to enter streams but shall be led to a pit where the water can soak away.
- PS 4.4.4.2 The cleaning of concrete mixing trucks is prohibited on the construction site or anywhere else on the ELIDZ property.

#### **PS 4.5 Blasting Operations**

Notification of blasting operations shall be provided to the SHEM, PECO and PA at least 72 hours before the planned activity. Blasting activities may not commence until written approval is received from the SHEM, (SHE agent where applicable), PA and PECO.

The Contractor must take appropriate measures to minimise the generation of dust and fly rock from blasting operations. No blasting is permitted unless the Contractor has satisfied the PA, PECO and SHEM that the proposed blasting methods and controls are such that no damage will be caused to any adjoining structures, pipelines, services, trees or sensitive vegetation.

Topsoil may not be used as over-burden for blasting.

#### **PS 4.6 Open Excavations**

Adequate measures must be taken to prevent humans or animals from injuring themselves by falling into an open excavations. All excavations deeper than 1.5 m that are likely to be left unattended for more than 24 hours are to have the side cut back to a 1 : 3 slope to allow persons or animals to climb out.

#### **PS 4.7 Protection of Indigenous trees**

Indigenous trees shall be protected and may not be removed nor damaged. The area immediately around the stems of the trees must be kept free of piled rubble and soil

#### **PS 4.8 Servicing and Refuelling of Equipment**

- PS 4.8.1 Servicing should preferably occur off site however if these activities occur on site the contractor will be required to conduct all servicing of machines and equipment within a designated area within the site camp.
- PS 4.8.2 The contractor shall ensure that there are adequate facilities for the handling and storage of used parts, oils, grease, cleaning fluids and fuels. Drip trays are to be available for use at the servicing area.



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- PS 4.8.3 In the event of a breakdown on site, the contractor may temporarily repair equipment on location provided that drip trays are in place during all work and a spill control kit is immediately available.
- PS 4.8.2 No vehicles or machines shall be refuelled on site except at designated refuelling locations.

### **PS 4.9 Fuels and Chemicals**

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of his activities.

- PS 4.9.1 The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.
- PS 4.9.2 The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Drip trays shall be provided where required, cleaned and emptied regularly, and the waste disposed of off-site at a facility capable of handling such waste water.
- PS 4.9.3 The Contractor shall remove any oil-, petrol-, and diesel-soaked ground immediately and shall dispose of it as hazardous waste.
- PS 4.9.4 Tanks containing fuels shall have lids and shall remain firmly shut. Fuel stores shall be placed on a bunded sealed base - the bunds shall have a volume of 110% of the volume of the largest tank in the storage area. Any waste water or spilled fuel collected within the bund shall be disposed of as hazardous waste.
- PS 4.9.5 The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores, and smoking shall be prohibited in the vicinity of the stores

### **PS 4.9 Storage Areas**

All areas used for the storage of materials shall be clearly demarcated and shall prohibit unauthorised access. The storage of sand, stone, bricks and large pipes is not to take place on areas without removing and stockpiling topsoil for the rehabilitation of the site after use

## **PS 5 MATERIAL HANDLING**

### **PS 5.1 Borrow Pits**

Material from outside of the actual construction site may not be borrowed without the prior approval of the SHEM and PA. Contractors will not be allowed to open borrow pits outside of the site and all materials supplied to site are to be sourced from external sites with valid licenses from the Department of Minerals and Energy. The Contractor shall be required to supply copies of the licenses to the PECO prior to obtaining material from the site.

### **PS 5.2 Spoil Sites**

- PS 5.2.1 Spoil sites within the ELIDZ are reserved for stockpiling of good quality topsoil for later use on the site for rehabilitation. The SHEM and PA shall approve the quality of material to be stockpiled and location thereof.
- PS 5.2.2 The on-site stockpiles shall be maintained by the Contractor for the duration of the project. This maintenance shall include, inter alia, seeding, erosion control and stormwater management relating to the stockpile.

- PS 5.2.3            The spoiling of surplus material off-site will be required and the Contractor shall be responsible for identifying suitable sites for the disposal of this material. The contractor shall provide a letter of consent for the location of the disposal of such material from the land owner.

**PS 5.3    Construction Materials**

The manner in which materials are transported onto site, and stored prior to use, must be controlled by the Contractor. The impacts of noise, dust, traffic and social disruption must be considered, and materials stored on site are to be placed so as not to negatively impact on operations within the ELIDZ.

**PS 5.4    Hazardous Materials**

- PS 5.4.1            The Contractor shall comply with all relevant National, Regional and Local legislation with regard to the transport, use and disposal of hazardous materials. If necessary, the Contractor shall obtain the advice of the manufacturer with regard to the safe handling of hazardous materials.
- PS 5.4.2            The Contractor shall provide the SHEM and PA with a list of all hazardous materials on site, together with storage procedures for these materials.
- PS 5.4.3            The Contractor shall ensure that information on all hazardous substances is available to all relevant personnel on site. The Contractor shall furthermore be responsible for the training of all personnel on site who will be handling the material, regarding the proper use, handling and disposal thereof.

**PS 6      SITE REHABILITATION**

- PS 6.1              The Contractor shall be responsible for rehabilitating all areas cleared or disturbed for construction purposes to return these areas to their former condition. This will include removal of all cement sludge, waste concrete, builders, refuse etc, ripping of compacted surfaces to a depth of 150 mm to loosen soil, replacement of topsoil and re-grassing / re-vegetating such areas.
- PS 6.2              The re-establishment of vegetation will be monitored for six months after completion of rehabilitation to ensure the vegetation cover is adequate to prevent erosion. i.e: When in the PA's opinion the grass is fully established (75% cover per square metre).  
Extra measures including composting, sodding, sprigging, hand seeding or hydro-seeding may be required in order to achieve this.
- PS 6.2.1            Seeding  
A commercial annual and perennial grass seed mix shall be used which has an annual to perennial ratio of greater than 1.5:1 Seeding shall not take place in windy conditions
- PS 6.2.2            Irrigation will enhance the rehabilitation and should be considered if unusually dry conditions prevail..
- PS 6.2.3            Fertiliser  
Before seeding, 2:3:2 (N:P:K:) fertiliser shall be mixed into the topsoil at a rate of 30g/m<sup>2</sup>. Trafficked topsoil shall be loosened. The soil shall then be watered so that it is visibly moist to a depth of 100 mm (15 mm/m<sup>2</sup> per week should be sufficient).

- PS 6.2 The Contractor shall remove all alien vegetation that establishes within the demarcated site after construction commences. The removal of alien vegetation shall be by uprooting. The treatment of alien vegetation by weed killer is not acceptable. Disposal of alien vegetation, after removal, may be controlled by burning with the written permission of the PECO.
- PS 6.3 All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or within the confines of the ELIDZ.

**PS 7 Stormwater and Effluent Management**

- PS 7.1 The Contractor must take reasonable precautions to prevent the pollution of the ground and / or water resources on and adjacent to the site as a result of his activities.
- PS 7.2 No natural watercourse is to be used for the cleaning of tools or any other apparatus. This includes for purposes of bathing, or the washing of clothes etc.
- PS 7.3 All washing operations will take place off-site at a location where wastewater can be disposed of in an acceptable manner
- PS 7.4 No spills may be hosed down into a storm water drain or sewer, or into the surrounding natural environment.

**PS 8 Access to water**

- PS 8.1 Contractors shall not make use of/collect water from any other source than those pointed out to them as suitable for use by them.

**PS 9 Noise control**

- PS 9.1 Noise levels must be kept within acceptable limits for a protected area, and must not be of such nature as to detract from the natural experience of other visitors to the protected area.
- PS 9.2 The contractor shall take into consideration that the project areas are located within a natural environment and that noise could be a major disturbance/nuisance for the fauna and visitors

## **PS 7 FINANCIAL CLAIMS**

The ELIDZ shall make payment to the contractor on submission of a payment certificate from the Consultant. The Consultant shall adjudicate claims on the basis of performance and compliance with the requirements of the CEMP and fulfilment by the contractor of the requirements of the CEMP specification against the scheduled items.

These scheduled items shall inter alia include:

1. Provision for management of the general requirements of the CEMP as a lump sum payable pro rata against progress (time based). This amount shall be considered to include all contractual obligations of the CEMP not priced separately in the Bill.
2. Costs of administration of the meetings required for the CEMP, including minute keeping, distribution, venue and management. The amount payable shall be reflected as a monthly cost and shall include all the administration costs of managing the CEMP.
3. Requirement for method statements for selected activities shall be paid per method statement provided the method statement adequately fulfils the requirement of the activity. The amount payable will be deemed to include all costs of producing the method statement, including any revisions and the costs of applying the requirements of the method statement.
4. Training requirements of the CEMP shall be payable as a lump sum once proof of training has been provided to the Consultant and certified adequate by the ELIDZ 25 % of the amount will be withheld until the end of the contract and shall be paid if additional training obligations for new staff were met.
5. Provision for penalties to be applied shall be assigned in the Bill and any penalties deducted against this item.

## **LEGISLATION APPLICABLE TO THIS SPECIFICATION**

In terms of the constitution, environmental matters are delegated to the province, but not exclusively. National Acts of relevance to this environmental specification are:

Conservation of Agricultural Resources Act, No 43 of 1983  
Environment Conservation Act, No 73 of 1989  
National Environmental Management Act, No 107 of 1998 (NEMA)  
National Environmental Management: Biodiversity Act of 2004  
National Environmental Management: Waste Act of 2008  
National Forests Act, No 84 of 1998  
National Heritage Resources Act, No 25 of 1999 (NHRA)  
National Veld and Forest Fires Act, No 101 of 1998  
National Water Act, No 36 of 1998 (NWA)  
Provincial Nature Conservation Ordinances.  
Minerals and Petroleum Resources Development Act, No 28 of 2002.  
Health Act, No 63 of 1977  
Atmospheric Pollution Prevention Act, No 45 of 1965.  
Occupational Health & Safety Act, No.85 of 1993.

## **EAST LONDON INDUSTRIAL DEVELOPMENT ZONE (SOC) LTD ENVIRONMENTAL POLICY**

The East London Industrial Development Zone (ELIDZ) (SOC) Ltd is a world class operator of a prestigious industrial complex where highly competitive organisations thrive on streamlined business benefits and stimulate regional economic growth. ELIDZ aims to apply world-class environmental management practices within its Industrial Development Zone (IDZ), hence becoming the model for similar developments throughout Africa. The East London IDZ (ELIDZ) shall be developed and operated in a manner, which is economically, socially acceptable and sustainable. ELIDZ (SOC) Ltd recognizes that Environmental Management is an integral part of its overall business performance as any failure in this area will negatively impact on the Organization, its employees, tenants, contractors and the public.

The ELIDZ (SOC) Ltd is committed to striving for environmental best practice in all phases of development by:

1. Complying with all applicable environmental legislation, government policies and any other requirements that pertains to the Industrial Development Zone (IDZ);
2. Encouraging the participation of all interested and affected parties in all phases of development of the IDZ;
3. Monitoring all tenants activities within ELIDZ's jurisdiction that could have potential detrimental impacts for the environment.
4. Avoiding or limiting the disturbance of landforms, ecosystems and loss of biological diversity though all phases of development and operation;
5. Promote the responsible use of water, energy and other non-renewable natural resources where feasible;
6. Preventing pollution and waste where feasible.

7. Limiting potentially detrimental impacts of the IDZ on neighbouring communities.
8. Continual improvement of the Environmental Management System

These objectives focus on the planning, design and development and operations phases of the IDZ. In order to achieve the aforementioned objectives the ELIDZ (SOC) Ltd will develop and maintain an Environmental Management System according to the principles contained in ISO 14001.

This policy will be communicated to all employees and contractors working for or on behalf of the ELIDZ.

Top Management take full responsibility for the Environmental responsibility of the ELIDZ (SOC) Ltd and hereby assert that adherence to this Environmental Policy is mandatory to all employees and contractors within the ELIDZ. Top Management hereby further pledge on behalf of the ELIDZ (SOC) Ltd to integrate Environmental considerations into our decision-making processes.

The environmental policy will be reviewed periodically as need arise to ensure it remains relevant and appropriate to the ELIDZ and will be distributed to the public on request.

## **C3.5: HIV/Aids Specification**

## C3.5: HIV AIDS SPECIFICATION



**CONTRACT NO: ES/19/CONT-YARD/HARDSTAND/REP**

### **REFURBISHMENTS TO EXISTING CONTAINER DEPORT HARDSTANDS AND TRAILER YARD**

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_



## 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:

- 1) 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.
- 2) Informing Workers of their rights with regard to HIV/AIDS in the workplace.
- 3) 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:

- 1) Number of Workers and Sub-contractors on site;
- 2) When new Workers or Sub-contractors will join the construction project;
- 3) Duration of Workers and Sub-contractors on site;
- 4) How the maximum number of Workers can be targeted with workshops;
- 5) How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker;
- 6) Profile of Workers, including educational level, age and gender (if available);
- 7) Preferred time of day or month to conduct workshops;
- 8) A Gantt chart reflecting the construction programme, for scheduling of workshops; and
- 9) Suitable venues for workshops.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

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:

- 1) The nature of the disease;
- 2) How it is transmitted;
- 3) Safe sexual behavior;
- 4) Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 5) Attitudes towards other people with HIV/AIDS;
- 6) Rights of the Worker in the workplace;
- 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;
- 8) How the Service Provider will support the Awareness Champion;
- 9) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 10) How the workshops will be presented, including frequency and duration;
- 11) How the workshops will fit in with the construction programme;
- 12) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 13) How the video will be used;
- 14) How the Service Provider will elicit maximum participation from the Workers; and
- 15) A questions and answers slot (interactive session)
  - a. 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

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

#### **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; and
- 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; and
- 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; and
- 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; and
- 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; and
- 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; and
- 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; and
- 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.

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Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

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:

- 1) Liaising with the Service Provider on organising awareness workshops;
- 2) Filling condom dispensers and monitoring condom distribution;
- 3) Handing out information booklets; and
- 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.

## SCHEDULE A

### HIV/AIDS PROGRAMME: SITE CHECKLIST

When did construction commence \_\_\_\_\_

Name of Departmental Project Manager \_\_\_\_\_

*Please refer to HIV/AIDS Programme activities during the reporting period*

Tick the block if Contractor satisfactorily complied with specifications																												
DATE	PI				PI				PI				PI				PI				PI							
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
Female condom dispenser																												
Sufficient female condoms available																												
Female condom dispenser in a highly trafficked area																												
All four types of posters displayed																												
Posters in a good condition																												
Posters in a highly trafficked area																												
Posters displayed on local support services: clinic & VCT centre																												
Support service poster/s in highly trafficked area																												
Support service poster/s in a good condition																												

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

REFURBISHMENTS TO EXISTING CONTAINER DEPORT HARDSTANDS AND TRAILER YARD –  
ES/19/CONT-YARD/HARDSTAND/REP

<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							
Representative/Agent							
Contractor							

Tenderer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_ Employer \_\_\_\_ Witness 1 \_\_\_\_ Witness 2 \_\_\_\_

Date of progress inspection (dd/mm/yy) \_\_\_\_\_

Reporting period: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Deviations from HIV/AIDS awareness programme plan:

--

Corrective actions:

--

\_\_\_\_\_  
Representative/Agent

\_\_\_\_\_  
Departmental Project Manager

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



## SCHEDULE B

### HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

Number of workshops conducted in reporting period: \_\_\_\_\_

Number of scheduled workshops according to approved workshop plan: \_\_\_\_\_

Deviations from workshop plan:

State reasons for deviating from workshop plan:

Corrective actions:

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## HIV/AIDS AWARENESS PROGRAMME: WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to each workshop conducted																												
DATE	W/S				W/S				W/S				W/S				W/S				W/S				W/S			
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
<b>Content of workshop:</b> (Mark the content included)																												
SLO1																												
SLO2																												
SLO3																												
SLO4																												
SLO5																												
SLO6																												
SLO7																												
HIV/AIDS in construction video																												
Indicate the duration of the workshop in hours																												
Total number of Workers																												
Indicate workshop venue																												

## HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

*Fill in your name and indicate attendance by ticking the appropriate date*

[illegible]

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## SCHEDULE C

### CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name \_\_\_\_\_

Project Location \_\_\_\_\_

Contract value of project (R) \_\_\_\_\_

Department of Public Works Project Manager \_\_\_\_\_

HIV/AIDS Programme duration: (dd/mm/yy) \_\_\_\_\_ to (dd/mm/yy) \_\_\_\_\_

#### AWARENESS MATERIAL

Describe location of posters displayed during the programme \_\_\_\_\_

\_\_\_\_\_

Comments on posters \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate total number of booklets distributed \_\_\_\_\_

Comments on booklets \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### CONDOMS

Indicate total number of male condoms distributed \_\_\_\_\_

Indicate total number of female condoms distributed \_\_\_\_\_

Describe where male condom dispenser was placed \_\_\_\_\_

Describe where female condom dispenser was placed \_\_\_\_\_

#### HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted \_\_\_\_\_

Indicate the duration of workshops \_\_\_\_\_

Indicate the total number of Workers that participated in the HIV/AIDS workshops \_\_\_\_\_

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry \_\_\_\_\_

\_\_\_\_\_

Comments on HIV/AIDS workshops on site \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## GENERAL

Briefly describe programme activities and satisfaction with outcome \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers

Currently developing one		
Yes	No	

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss  
Reactive TB  
Hair loss  
Severe tiredness

Coughing or chest pain  
Pain when swallowing  
Persistent fever  
Diarrhoea

Vomiting  
Meningitis  
Memory loss  
Pneumonia

Number of HIV/AIDS-related deaths \_\_\_\_\_

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Departmental Project Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Tenderer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

**PART C4: SITE INFORMATION**

## **C4.1: Site Information**

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The project is scheduled for construction on an existing plot in the East London Industrial Development (ELIDZ), Zone 1a. Access is to be through the main entrance gate of the East London IDZ Zone 1A and all incoming traffic should adhere to the ELIDZ security protocols.

The site will have a separate private entrance for people, vehicles and equipment pertaining to the construction site.

Existing infrastructure and services should be reinstated to the conditions established before the use there of.




The Contractor must ensure that the road around the site remains operational with the minimum disruption. The Contractor must ensure noise and dust pollution is minimised during the course of the project.

All Engineering and Structural concrete works must be carried out as per the Engineers documentation and site instructions. Any variations to Civil and Structural Engineers design due to adverse soil conditions will be compensated for through the issue of a Variation Order. Current services existing on site include water, electrical, telecom, sewer and stormwater reticulation networks. The Contractor must determine the locality of these services in proximity to the works areas and exercise due caution not to damage or disrupt any of these services. The Contractor will be held accountable for any damages to the services for which they are responsible. The connection and reinstatement costs are to the account of the contractor and monthly account.

The Tenderer must also assess the access road to site (route to be indicated on the attached existing services plan and pointed out at the site inspection), and in his tender must allow for the delivery of materials on site. No claims will be entertained for the double handling of materials if required. The Tenderer will also be responsible for maintaining the access road for the duration of the contract, and reinstating the access road to the original conditions upon completion of the works.

Contractor \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_ Employer \_\_\_\_\_ Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

## C4.2 Site Photos

C4.2.1	A view of the container yard from the northern fence entry.	
C4.2.2	A closer view of the yard showing the typical degradation of the current paving structure in sections typically across the yard. The paving is to be lifted with the C2 and C3 layer and replaced with concrete hardstanding.	
C4.2.3	In this section the paving has failed from heavy loading and turning of trucks.	
C4.2.4	A view of the new proposed area trailer yard from the Northern entrance looking South-East. Note the electrical point at the entrance. Underground services need to be avoided.	



C4.2.5	A view of the new proposed area trailer yard (2,000 m <sup>2</sup> ) from the Northern entrance looking South. Note the electrical point to the South. Underground services need to be avoided.	
C4.2.6	A similar view looking south from the entrance point to the proposed trailer yard.	
C4.2.7	A view of the current yard looking South-West, with the entrance to the proposed trailer yard behind.	
C4.2.8	A similar view as previously shown just looking past the container in the forefront of the previous photo.	

**PART C5: GEOTECHNICAL REPORT**  
**(Not Available)**

**PART D1: DRAWINGS**

## D1: DRAWING REGISTER

The following drawings are included in the tender documents for information only:

Discipline:	Civil	Issued By:	BVI Border
Google Image		BVI	
Typical cross section		BVI	



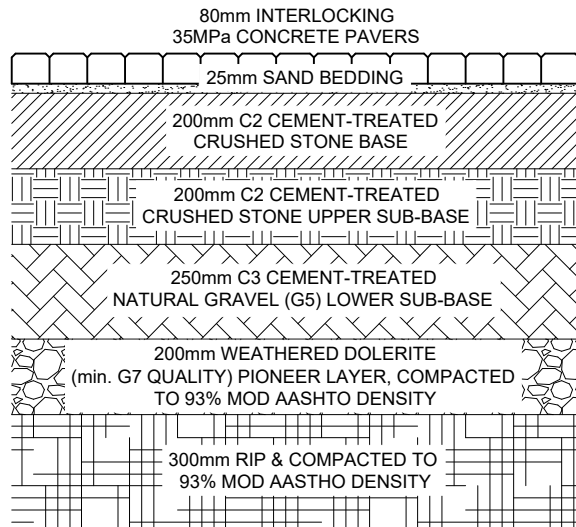
**CONTAINER DEPOT**  
Main Entrance



Google Earth

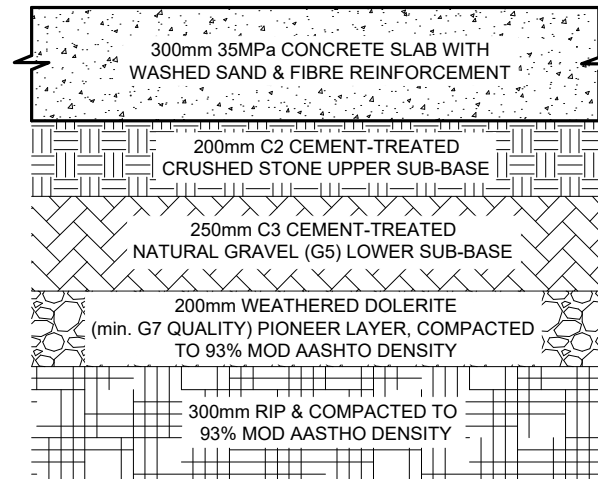
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## EXISTING

SCALE 1:20



## PROPOSED

SCALE 1:20

The design and content of this drawing is the property of Ommond Lange Architects and the copyright thereof is reserved by them.

1. ALL STRUCTURAL, ELECTRICAL, CIVIL AND LANDSCAPING QUERIES ARE TO BE REFERRED TO THE RELEVANT CONSULTANTS DRAWINGS.
2. ALL PLUMBING QUERIES ARE TO BE REFERRED TO THE RELEVANT SPECIALIST CONSULTANTS DRAWINGS, SPECIFICATIONS AND DETAILS.
3. ALL CONCRETE, WALLING AND STRUCTURAL QUERIES ARE TO BE REFERRED TO THE STRUCTURAL ENGINEER'S DRAWINGS, SPECIFICATIONS AND DETAILS.
4. ALL EXTERNAL / INTERNAL WALLS REQUIRING BRACING / STIFFENING ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE STRUCTURAL ENGINEER'S DRAWINGS, SPECIFICATIONS AND DETAILS.
5. ALL SPECIFICATIONS WITH REGARD TO FIRE REGULATIONS, TO BE REFERRED TO CONSULTANTS DRAWINGS, SPECIFICATIONS AND DETAILS.
6. ALL DESIGN AND CONSTRUCTION TO COMPLY WITH THE RELEVANT SANS.
7. ANY DISCREPANCY IN THE DRAWINGS, DIMENSIONS & SPECIFICATIONS TO BE BROUGHT TO THE ATTENTION OF THE CONSULTANT AND ARCHITECT PRIOR TO ANY WORK BEING PUT IN HAND.
8. ONLY FIGURED DIMENSIONS TO BE FOLLOWED - SCALED DIMENSIONS OF DRAWINGS WILL NOT BE PERMITTED.

No	Date	Revision Description	By

### PROJECT TEAM

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 <b>east london idz</b> business repositioned	PO Box 5458, Greenfield Lower Chester Road Burnside, 5201 East London, South Africa Tel: +27(0)437028200 Fax: +27(0)437096405 Email: <a href="mailto:info@elidz.co.za">info@elidz.co.za</a>
CLIENT APPROVAL : DATE :	Gary Whittaker Project Manager Tel: 043 7030247 E-mail: <a href="mailto:gary@elidz.co.za">gary@elidz.co.za</a>

<b>TENANT</b>	
NAME :	TENANT APPROVAL :
DESIGNATION :	DATE :

Project
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
Drawing Title
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LAYERWORK SECTIONS
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Date	Drawn	Author
Scale	Checked	Checker

<b>Approved</b>	
Name: Approver	Reg No: PrAch5559
Signature:	Date:
Practice: Ommond Lange Architects and Planners	

FOR INFORMATION
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33722-MSC-DET-1	Revision 
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